

Licensee acquires the Software by license agreement ("License") with the Licensor, who is a partner of EXASOL Europa Vertriebs GmbH ("EXASOL"). Unless otherwise explicitly agreed upon in the License, the following terms and condition form supplementary terms with regard to the License. The same applies if Licensee has licensed the Software from Licensor via a Software subscription model.

In addition, the following terms and conditions apply supplementary to the service agreement ("Service Agreement") between Licensee and Licensor, consequently for maintenance of the Software (automatically included in case of a Software subscription) and, if applicable, further agreed services. With regard to maintenance and further EXASOL services, EXASOL is Licensor's subcontractor. There is no direct contractual relation between EXASOL and Licensee.

1 General Provisions

1.1 Definition of Software

(see also the overview on our website: <https://www.exasol.com/support/browse/SOL-345>)

„Software“ means the software stack consisting of EXASuite and clients and drivers provided by EXASOL (e.g. ODBC, JDBC, ADO.NET)

„EXASuite“ consists of the EXASOL database software as well as a tuned operating system (EXACluster OS).

„Clients- and Drivers“ are the client EXAplus as well as drivers provided by EXASOL (e.g. ODBC, JDBC, ADO.NET).

1.2 Obligation to Cooperate, Backups

1.2.1 Licensee shall appoint – if necessary per service provided - a qualified and sufficiently authorized employee, who shall be available to EXASOL during execution of maintenance, operations engineering, consulting and training services and who is authorized to make necessary decisions and initiate measures.

With regard to maintenance and operations engineering services the following contact persons have to be designated:

- „MyEXASOL User Manager“ for the management of the access to Licensee-specific support-sites
- „Decision Maker“, who is/are entitled to place orders and book EXASOL's services, e.g. update to the current version, restore a backup, etc.
- „Incident Manager“, who shall inform EXASOL in case of an Incident (according to Sec. 4.4, in case Monitoring service was booked), and who is/are able to support EXASOL with the Incident processing according to Sec. 4.3.

1.2.2 Licensee shall ensure that data backups are conducted in a manner and frequency which takes the value and relevance of the data for Licensee's business into account. It is recommended to perform at least a full backup weekly and to save and protect such backups until the next backups are safely generated. It is also advisable to generate incremental daily backups. Backups can be stored in the Cluster itself, and should additionally be stored outside of the Cluster.

1.2.3 EXASOL regularly releases bugfix versions. Licensee is obliged to update his installed Software timely.

1.3 Liability

1.3.1 Licensor 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 Licensor/EXASOL shall be without limitation.
- b) In the event of gross negligence, Licensor 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 License and which does not constitute gross negligence, Licensor shall be held liable only for such damage which is typical for this kind of business and was foreseeable upon the execution of this License, but to the maximum amount of 50% of the license fee per claim claim (in case of a Software subscription: 50% of the annual license fee) and 100% of the license fee (in case of a Software subscription: 100% of the annual license fee for all claims from and in connection with the License overall.

1.3.2 Licensor is entitled to claim contributory negligence of Licensee. In particular, Licensee has the responsibility for data protection and blocking of malware in accordance with the latest technical standards.

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

1.3.4 In case of a direct liability of EXASOL, the liability provision in this section applies to EXASOL accordingly.

1.4 Service Times

Service times are Mon-Fri 8AM-6PM (Europe/Berlin), except for German national public holidays. From Dec 24th until Dec 31st, the following times apply: Mon-Fri 9AM-12AM (Europe/Berlin).

2 Terms and Conditions for Software Purchase (Perpetual License), Software Subscription and Tableau Turbo Enterprise Licenses

2.1 Extent of Use

2.1.1 Unless otherwise agreed upon in the License between Licensee and Licensor, Licensee is granted a non-exclusive, non-transferable, non-sublicensable, and unlimited in time right (in case of a Software subscription: limited in time right) to use EXASuite on one or several, dedicated servers („Cluster“) and to use EXASOL Clients and Drivers with payment of the license fee. This right of use is limited according to the parameters stated in the License’s service description. Unless otherwise agreed in the License, the license can be used for commercial purposes. If and in as far as Licensee is granted a development license or a test license, then the commercial use of the Software is not permitted; the Software may then only be used for development and test purposes.

2.1.2 Licensee shall communicate on which system EXASuite is to be operated (including – if applicable - the respective serial numbers, instance types, size of the Cluster, RAM size, CPUs, hard disk and network configuration, including switch, cloud provider, and data processing centre). As soon as EXASuite is transferred to a system other than the one originally communicated to EXASOL, EXASOL is to be informed of the respective changed data. If EXASuite is to be transferred to a system that is located outside of the European Union, Licensor reserves the right to object.

2.1.3 The Software shall not be rented, subleased or otherwise distributed in tangible or intangible form. The use by and for third parties (e.g. by outsourcing or application service providing) without prior consent of Licensor is not permitted.

2.1.4 Without consent of Licensor, the Licensee is not allowed to change, edit or copy the provided Software to an extent that is not in accordance with the designated use of Sec. 69 UrhG (German Copyright Act). A decompilation is only permitted in accordance with the provisions of Sec. 69e of the German Copyright Act (UrhG).

2.1.5 Certain Software components are subject to the GNU General Public License and comparable license terms (short “GPL components“). Regarding such GPL components and only in regard to them, the terms of their respective license takes precedence over the license terms of this Agreement. The aforementioned license terms are in each case listed in the EXASuite software part concerned (Software + Driver + Clients etc.). At Licensee’s request, EXASOL will send such list in digital form to the Licensee prior to the conclusion of the

contract. If a test system is at Licensee's disposal before conclusion of the contract, the license terms can be viewed directly in the respective Software package (e.g. EXAoperation/EXAPlus).

2.1.6 In case of a breach of the above-mentioned provisions as well as a breach of Sec. 2.2 (in case of a Software Purchase) by the Licensee, insofar that the Software was given to a non-authorized third party, Licensee shall pay Licensor a contractual penalty in the amount of half the total amount the third party would have had to pay if the third party had licensed the Software directly from Licensor according to the then-current price list but at least to the amount of half of the current contractual license fee. The right to claim further damages is reserved.

2.2 Transfer to a Third Party (possible only in case of a Software purchase according to the following provisions)

2.2.1 The transfer of the Software shall only be permitted with Licensor's written consent. Licensor grants approval if (i) Licensee assures Licensor in written form that Licensee has transferred all original copies of the Software to the third party and that Licensee has deleted all copies, if (ii) the third party agrees in written form to the terms and transfer conditions hereunder and, if (iii) there are no other reasons (e.g. protection against competition) which oppose the transfer.

2.2.2 Licensee shall only be permitted to transfer the Software to a third party in whole, and not in part, and only by final waiver of Licensee's right to use the Software.

2.3 Delivery

2.3.1 The transfer of the Software to Licensee will be executed according to the license or a separate agreement of the parties, by mailing of the license key which authorizes the use of the Software, by installation by EXASOL on Licensee's premises or via provision of a license server used for the operation of EXASuite in the Cluster. If a license server is supplied, Licensee shall pay the amount that has been agreed in the service description. Licensee agrees not to install any other software in the Cluster other than the licensed Software.

2.3.2 The Software is only provided in machine code (binary license), not in source code.

2.3.3 The user documentation for the Software is available for download by Licensee on the homepage of EXASOL in the German and English languages.

2.4 Material Defects

2.4.1 The Software's characteristics and functions are conclusively described in the user documentation and service description. The statements contained there are to be understood as specifications and not as a guarantee or warranty. A guarantee or warranty is only granted if it is clearly stated as such by written declaration by authorized representatives of Licensor.

2.4.2 The Software is fit for the contractually stipulated use; in case of a missing agreement regarding the contractual use, the Software is suitable for standard use. It meets the criteria of software of this kind and has the quality that is customary for this kind of software; however it is agreed that it is not error-free. A functional impairment of the program resulting from hardware defects, environmental conditions, faulty operation or similar conditions shall not be deemed a defect. An insignificant reduction of quality shall not be considered a relevant defect.

2.4.3 Licensee is obliged to immediately report defects and provide relevant information known to Licensee that could help EXASOL to identify the cause of the defect in question. In the event of a defect, Licensor may remedy the defect by delivery of software that is not defective, or by providing the possibility to work around the effects of the defect. In case of a defect, at least three remedy attempts shall be accepted. An equal value program version or the equivalent prior program version without the defect shall be accepted by Licensee as

remedy as far as reasonable. If a new version of the Software is provided in exchange for an older version, the older version shall be destroyed or upon request handed over to Licensor or EXASOL.

2.4.4 Licensee shall provide Licensor/EXASOL with assistance in error analysis and the fixing of defects by describing the defect which occurred, delivering comprehensive information to Licensor/EXASOL and granting time and opportunity to fix the defect. Licensor/EXASOL can fix the defect at its choice remotely or at Licensee's premises. Licensor/EXASOL may also provide services via remote maintenance. Licensee shall provide the necessary technical requirements at Licensee's own expense and shall provide remote access to the Software upon prior notification and agreement.

2.4.5 If Licensor/EXASOL – in case of a Software purchase - does not successfully complete the remedy of defects within an appropriate time frame, Licensee is entitled to set an adequate grace period (usually at least 2 weeks) with threat of final refusal. After expiration of the grace period, Licensee may within 2 weeks demand an appropriate reduction of the paid license fee, or Licensee may terminate the contract with regard to the Software concerned. In cases required by law (cf. Sec. 323 para. 2 BGB – German Civil Code) the setting of a deadline may be omitted. Claims for damage compensation or reimbursement for expenses shall be governed by Sec. 1.3.

2.4.6 In case of a Software subscription the obligation for maintenance as part of the statutory warranty rights does not include the adjustments of the Software to changed operation conditions or technical and functional developments such as modification of the IT environment, in particular modification of the hardware, operating system, adjustments according to the functional scope of competing products or achieving compatibility with new data formats. In case of a Software subscription license, compensation, regardless of fault, for defects that already existed when the contract was signed is excluded.

2.4.7 For defects in third-party products Licensor will pass on to Licensee, to the extent legally possible, those claims to which Licensor itself is entitled against the third-party providers. Licensor's liability for defects due to defective third-party products is limited to a reduction of the fee paid and respectively the rescission of the contract. Sec. 1.3 of these General Terms and Conditions remains unaffected thereby.

2.4.8 With the exception of compensation claims, warranty claims are possible within a maximum time period of one year after delivery, unless the defect was fraudulently concealed. In the case that a license server is provided or the installation is performed by Licensor/EXASOL, the warranty period starts with actual delivery at the place of delivery; in the case of an Internet download (after sending the license key), the warranty period starts after the log-in credentials for the download have been unlocked.

2.5 Defects of Title

Licensor will indemnify Licensee against third-party claims which may be brought against Licensee in connection with the contractual use of the Software. Licensee will immediately inform Licensor/EXASOL of any planned legal proceedings and legal defence and give Licensor/EXASOL the opportunity to initiate proceedings against the third party/parties.

Further, Licensor will either provide Licensee at its discretion with a license, deliver a suitable substitute or modify the Software so that third-party rights are not violated.

2.6 Initial Sizing – Performance Influencing Factors

Recommendations – if any - regarding initial sizing of the license and hardware were made to Licensor's/EXASOL's best knowledge and based on the conditions and influencing performance factors at the moment the recommendation was made. However, the Software is a complex database, whose performance values depend on various factors (e.g. hardware environment, other environmental conditions, data model and query structure, data volume, etc.). Every change of such a factor may affect the performance values, thus Licensor cannot provide any guarantee for specific performance of the Software, in particular if respective factors were subsequently changed. If Licensee wishes advice and assistance regarding the performance related

to current system conditions, Licensor offers the data base administration (cf. Sec. 4.5) service or individual consulting (cf. Sec. 6) provided by EXASOL as subcontractor.

2.7 Software Subscription: Duration, Termination

2.7.1 "Subscription License Term" means the subscription period stated in the respective service description and commences on delivery of the Software to Licensee. Licensor will provide the license including maintenance during the Subscription License Term. Thereafter, the term of the subscription shall automatically renew for an additional Subscription License Term unless notice of termination is given to the other party 30 days prior to the expiration of the then-current Term. If a minimum subscription period was agreed upon between the parties, termination cannot be given before the end of such minimum subscription period.

2.7.2 The right of both parties to terminate for cause remains unaffected.

2.7.3 The termination shall require written form in order to become effective.

2.7.4 After termination of the contract, Licensee has to return the license server – if received -, as well as other data mediums or backup copies created. In addition, Licensee has to uninstall the Software and to delete irreversibly any parts of the Software remaining in the IT system. Upon request of Licensor/EXASOL, Licensee has to confirm compliance with the aforementioned duties in written form.

2.8 Additional Special License Terms and Conditions for Tableau Turbo Enterprise Licenses

2.8.1 The Tableau Turbo Enterprise License can only be used in conjunction with Tableau and no other front-end BI/data visualization tool.

2.8.2 Tableau's software, server, desktop as well as any other products and services distributed by Tableau Software, Inc. are not subject of the Tableau Turbo Enterprise License and have to be acquired separately from Tableau Software, Inc.

3 Terms and Conditions on Maintenance

3.1 Maintenance

3.1.1 Beyond its liability for defects, Licensor provides the following maintenance and support by EXASOL as subcontractor:

- Bugs fixing in the Software
- Provision of a hotline for error reporting
- Personalized access to a Licensee-specific support website
- Access to current software versions

3.1.2 The subcontractor EXASOL provides only qualified employees (including employees of affiliated companies within the meaning of §§ 15ff AktG – German Stock Corporation Act) or authorized third parties for maintenance and support who are familiar with the functionality of the Software. Maintenance is carried out at the discretion of Licensor/EXASOL and usually by providing software which modifies and/or complements the Software specified in Sec. 1.1.

3.1.3 Licensor/EXASOL provides maintenance services in accordance with the care customary in its business area and in accordance with the following provisions: bugs which occur in the Software are to be categorized by the error priorities mentioned in Sec. 3.2, and then handled according to the appropriate response and processing times (Sec. 3.3). Licensor/EXASOL does not give a guarantee for the elimination of the error in general or within a certain time frame. Further, there is no obligation to guarantee a certain availability of the Software.

3.1.4 The scope of the contractual maintenance services is each major or minor version for two year starting from its introduction by EXASOL. This time period will be extended until the release of the second follow-up version. For the marking of the software versions the following system will be used: Major.Minor.Bugfix (e.g. 4.2.6: „4“ – refers to the major, „2“ – refers to the minor and „6“ refers to the bugfix version). For up-to-date information about the life cycle please visit this page on our website: <https://www.exasol.com/portal/display/DOWNLOAD/EXASolution+Life+Cycle>. Licensee is not entitled to demand maintenance service for a version which is older than the aforementioned versions. If Licensee requires such additional maintenance service for an older version a separate agreement with EXASOL is necessary.

3.2 Error Priorities

3.2.1 If Licensee recognizes that the Software does not provide the functionality stipulated in the documentation or contract (“Error“), then Licensee will inform EXASOL by either e-mail or the support portal and will describe the Error in a reproducible manner.

3.2.2 Reported Errors are differentiated according to the following priorities:

- Critical

Impairment of business critical processes, e.g. processes with high priority and a fixed time frame cannot be processed in due time. There is no possibility to avoid the Error; proper operation is generally not possible.

- Major

Impairment of important functions, e.g. processes with high priority can only be processed with extensive workaround solutions; work with the Software is significantly limited.

- Normal

Single functions of minor importance are not available or important functions are available by working around the problems; the Error affects only a function or module that the Licensee does not need or use continuously and/or essentially. Furthermore, the system functionality is not affected or at least not substantially limited.

- Minor

An Error occurs, which does not have severe effects. Miscellaneous disturbances/ feature requests to the product with low priority.

3.2.3 The priority is initially determined by Licensee. If Licensee does not make any statements about the priority, the reported Error will receive the priority level “normal”. The priority can change during the course of the correction work.

3.2.4 If the subject of an Error report is not an Error as defined in Sec. 3.2.1 and the processing of such requests has not been contractually agreed, then Licensor/EXASOL may invoice the processing. If no Error exists, then the response-, processing and solution times defined below do not apply. Specifically, there is no Error as defined if the problem was caused by the unauthorized installation of software in the Cluster or by the operation of the Software in an uncertified environment.

3.3 Response, Processing and Solution Times

3.3.1 Depending on the classification of an Error, the following Response Times shall apply:

- Critical: within 4 hours
- Major: within 8 hours
- Normal: within 24 hours
- Minor: within 48 hours.

Within the Response Time, Licensee will receive a confirmation about receipt of his Error report (“Simple Response”). The Response Time is calculated within the Maintenance Times as per Sec. 3.5 as the time difference between receipt of the Error report by EXASOL and the Simple Response from EXASOL by Licensee.

3.3.2 If EXASOL has not received a qualified Error Report, Licensee is obliged to provide additional information about the Error. If a VPN connection is available, EXASOL will independently retrieve additional information, i.e., log files, in order to start work on fixing the Error as fast as possible.

3.3.3 After receipt of the Error report and, if applicable, necessary additional information (“Qualified Error Report”), EXASOL will try to reproduce the Error (“Error Diagnosis”). If the problem is reproducible, EXASOL will inform Licensee within the Processing Time, whether it is a bug in the Software and will provide an evaluation of the expected availability of a solution or bug fix (“Qualified Response”). If an Error exists, Licensee will be regularly informed about the progress of the bug fix.

3.3.4 According to the Error priority, the following Processing Times shall apply, calculated as of the moment of receipt of the Qualified Error Report until sending a Qualified Response and within EXASOL’s Maintenance Times:

- Critical: within 4 hours
- Major: within 8 hours
- Normal: within 24 hours
- Minor: for the next release

3.3.5 If necessary, EXASOL will coordinate next steps with the Licensee and start the development of a solution (start of the „Solution Time“). To avoid down time or impairments of use, a temporary solution might be suggested (work-around). If Licensee accepts the suggested solution (e.g. update to a current Software version, implementation of a specific command in the database), the error priority will be adjusted accordingly and the Solution Time ends. Licensee may refuse a work-around only for good cause. Such good cause exists in particular, if a solution is not feasible or involves a disproportionate effort. The final bug-fix can be provided within one of the next releases.

3.3.6 If, during the course of the Error Diagnosis or development of a solution, measures are necessary which do not fall within Licensor’s/EXASOL’s responsibility - e.g. provision of important additional information for a Qualified Error Report (e.g. logfiles), hardware repair work or restoration of back-ups - and if EXASOL cannot proceed without such measures, then the time for the execution of those measures will not be included in the above defined Processing, Response and Solution times.

3.4 Implementation of Maintenance and Support Services

3.4.1 If, during the course of the Error Diagnosis or development of a solution, access to a system table is required, EXASOL will be entitled to login to the database by using a special database user, whose access privileges are limited to system tables. Thus, direct access to the data tables of the database is impossible.

3.4.2 Services are carried out taking into account provisions governing the protection of personal data. Particularly the copying of such data for analysis of an Error shall require the express approval of the Licensee.

3.4.3 For the fulfillment of Licensor’s contractual duties, Licensee grants to EXASOL the necessary access data for the Cluster. In case of correction work and other maintenance actions, this access data specifically includes user domains which are necessary for processing the request and which have the necessary privileges at the operating system and data base level. If Licensee does not grant access to the affected system, Licensee is responsible for the provision of necessary information for Error Diagnosis and development of a solution.

3.5 Maintenance Times

Maintenance Times correspond to the Service Times according to Sec. 1.4. During Maintenance Times, Error reports can be provided via e-mail to service@exasol.com, via the support hotline or through the EXASOL support portal.

If not otherwise agreed upon, the above-stated Response-, Processing and Solution Times (Sec. 3.3) apply only within the Maintenance Times.

3.6 Hardware

3.6.1 The Cluster, upon which the Software natively runs, typically consists of high-performance Intel servers, mounted in 19" racks offered as standard by all large hardware vendors. The minimum requirements for the hardware and network can be found under <https://www.exasol.com/support/browse/SOL-132>. In the course of certification by EXASOL such servers or IT-environments can be tested for their functionality and performance with EXASuite. At the end of the certification process EXASOL provides a statement about the type and extent of possible support for the tested environment (please refer to <https://www.exasol.com/support/browse/SOL-197> for more details on the certification process). An up-to-date list of already certified hardware and IT-environments can be found under www.exasol.com/hardware.html. In the case that a non-certified or only limited certified hardware or IT-environment is used for the Software, operational malfunctions are possible. Therefore Licensee shall use the Software on certified hardware or IT-environments or shall request an individual certification at Licensee's expense beforehand.

3.6.2 If Licensee operates the Software on non-certified hardware or in a non-certified IT-environment, no warranty will be accepted for any defects or Errors or any services according to Sec. 4 Operations Engineering. In addition, the Response-, Processing- and Solutions Times (Sec. 3.3) do not apply and correction work will be invoiced after notification. In case of a limited certification the extent of maintenance and operations engineering services are determined in EXASOL's certification statement, cf. 3.6.1.

3.7 Maintenance Contract - Duration, Termination (Software Purchase)

3.7.1 With regard to a Software purchase the provisions of Section 3 (maintenance) only apply when such services have been booked by Licensee ("maintenance contract"). For the avoidance of doubt, with regard to a Software subscription, maintenance service (Section 3) is always included in the Software subscription agreement, even though it is not explicitly stated (no separate maintenance contract in such case). With regard to the duration of a Software subscription please refer to Section 2.7 above.

3.7.2 The maintenance contract term is specified in the Service Agreement. Unless otherwise agreed, the term starts with delivery of the Software.

3.7.3 If the maintenance contract is concluded for an indefinite period, it can be terminated - however not before the end of a minimum term agreed between the parties - by giving written notice within three months to the end of a month. The termination in accordance with § 649 BGB (German Civil Code) is excluded.

3.7.4 The right of both parties to terminate for cause remains unaffected.

3.7.5 The termination shall require the written form in order to become effective.

4 Terms and Conditions regarding Operations Engineering

EXASOL as Licensor's subcontractor offers a variety of operational services to ensure the smooth operation of the system. Operational tasks include Installation Service, Operational Service, Incident Management, Monitoring and Database Administration. Operation Engineers usually do not require a privileged log-in to the databases, unless Database Administration Service is agreed. If a privileged login is required for conducting some tasks (e.g. a major update), the Licensee will be informed beforehand.

Specific services, in particular services related to the management of nodes, cannot be provided for shared or virtual environments. Unless otherwise agreed, the operations engineering services are limited to the EXASuite-Cluster. For the provision and maintenance of a suitable infrastructure outside of the Cluster (e.g. for off-site data back-up, staging server, administration of clients) the Licensee shall be responsible.

Unless otherwise explicitly agreed, the services will be provided remotely. Access to the Cluster via VPN is required.

4.1 Installation Service

Installation service typically starts with a comprehensive consultation regarding cluster configuration and integration of the Software in the specific target environment. After that, the Cluster will be prepared for the operation of EXASuite. In doing so, the following services are usually differentiated:

- Adding and installation of cluster nodes
- Creation of users in EXAoperation for administration and monitoring
- Setup of database instances
- Network setup of cluster nodes
- Integration of nodes in the clusterSetup of backup scheduler
- Handover of login data for the database instances

The installation will be completed by the handover of the login-data and an introduction to the most important functionalities of EXAoperation.

4.2 Operational Service

4.2.1 Scope: This service basically includes scheduled maintenance tasks (not error correction work according to Sec. 3 above), in particular the following services:

- Update service for major and minor versions
- Node Management
 - Adding and installation of nodes
 - Adding and removal of spare nodes to a data base instance
- Cluster upgrade
- Database instance management
 - Creation / removal of database instances
 - Starting / stoping of database instances
 - Setup of a system-internal backup of the data base instances
 - Support for the setup of an external backup of the data base instances
- Database restoration upon request
- Monthly system usage reporting (available on the support-portal)

It is assumed that Licensee reserves enough storage space in the Cluster or on the external storage media for the backup. Reports about system usage require access to the statistics system tables in EXASuite.

4.2.2 Request for services: Licensee must make an appointment with EXASOL in order to schedule when the Operational Services will be provided and coordinate the scope of the services. The appointment must be made at least three days before the planned service actions.

4.2.3 Operational Service Times: Operational Service Times correspond to the Service Times according to Sec. 1.4. If Operational Service "24/7" is agreed then the Operational Service Times are nonstop. If no Operational Service package is booked or if the services are to be performed outside of the Operational Service Times, the above-mentioned services can be ordered individually.

4.3 Incident Management

Within the scope of Incident Management, if an "Incident" occurs within the agreed Incident Management hours, EXASOL will initiate all necessary actions to restore the standard operation of the EXASuite Cluster as quickly as possible.

4.3.1 An "Incident" is an occurrence which poses a deviation from the standard operation of the EXASuite Cluster and which causes an interruption/disturbance of the operation, e.g. a database instance does not accept connections; the backup cannot be generated or

one or more hardware components are defective, etc.

4.3.2 Incident Priorities, Response Time and Processing: Incidents are differentiated according to the priorities defined in Sec. 3.2.2 above. According to the Incident priority, the following Incident Response Times shall apply:

- Critical: within 1 hour
- Major: within 2 hours
- Normal: within 4 hours
- Minor: within 8 hours

Within the Incident Response Time, Licensee will receive a simple response. The response time is calculated within the Incident Management Times as per Sec. 4.3.3 as the time difference between Licensee's incident report and the simple response from EXASOL to Licensee. If EXASOL has all necessary information about the Incident and a VPN-connection to the system exists, EXASOL immediately begins with the tasks to remedy the disturbance; otherwise, the tasks cannot start before the provision of access to the system or the provision of necessary additional information about the Incident (qualified error report).

If the reason for the interruption/disturbance is an Error in the Software according to Sec. 3.2.1, EXASOL provides a Qualified Error Report during the course of Incident Management; however, error correction is not a subject of Incident Management but of maintenance service and warranty agreement. The preparation of the Qualified Error Report requires under certain circumstances the assistance of the Licensee (e.g. provision of client-logs, provision of the session-ID).

If tasks to remedy the disturbance do not fall within EXASOL's responsibility, the processing of an incident will be completed by a recommendation of action (e.g. provision of enough storage space for the backups, repair of hardware, execution of SQL-commands in the data base in the context of a workaround, etc.). If the interruptions/disturbances are due to an incorrect use of the Software or the use of an unsuitable infrastructure (e.g., Licensee has not reserved enough storage space in the Cluster for backups, an accepted solution was not implemented), EXASOL reserves the right to invoice the Licensee for the additional work.

4.3.3 Incident Management Times: Incident Management Times correspond to the Service Times according to Sec. 1.4. If Incident Management Service "24/7" is agreed then the Incident Management Times are nonstop. If no Incident Management is booked or if the Licensee wants Incident Management service be performed outside of the Incident Management Times, the Incident processing or the on-call service will be invoiced. EXASOL reserves the right to invoice a monthly lump sum compensation for months during which Incident processing has taken place.

4.3.4 Incident Report: Licensee reports Incidents through the EXASOL support portal or via e-mail to service@exasol.com. Outside the Service Times according to Sec. 1.4 the report must be additionally provided through the hotline. If the provision of Monitoring Service is additionally agreed (Sec. 4.4) and if EXASOL therefore receives an automated "Incident Notification", EXASOL will begin processing the Incident within the Incident Management Times.

4.4 Monitoring

4.4.1 EXASOL installs a software-based health-monitoring with an automated Incident report system in the EXASuite Cluster, which includes a multistage escalation strategy. The extent of the monitoring is oriented toward typical error sources in the EXASuite Cluster.

4.4.2 The booking of the Monitoring Service always requires the booking of the Incident Management Services as well.

4.4.3 If recurring disturbances occur due to an incorrect use of the Software or the use of an unsuitable infrastructure (cf. Sec. 4.3.2), EXASOL reserves the right (i) to turn off the respective Incident reports until the causes for the disturbance have been eliminated and

(ii) not to forward them as a disturbance or Incident to Incident Management.

4.4.4 Monitoring Times are nonstop. Incident processing is carried out in the context of the agreed Incident Management.

4.5 Database Administration

4.5.1 Within the scope of Database Administration EXASOL monitors performance trends in the data base and reports them to the Licensee on a regular basis (e.g. monthly). In addition, EXASOL analyses performance issues in the Cluster, which are not recognized as errors according to Sec. 3.2.1, and provides the Licensee with suggestions for improvement. Such effort is limited to one man-day per month. EXASOL may undertake additional effort within the scope of the consulting portfolio.

4.5.2 EXASOL requires access to the system tables in the data base through a special data base user. This user only has access to the system tables and statistic system tables. Thus, a direct access to the data tables of the data base is excluded.

4.5.3 Database Administration Times correspond to the Service Times according to Sec. 1.4.

4.6 Minimum Term, Termination

4.6.1 The operation engineering contract term is specified in the Service Agreement. Unless otherwise agreed, the term starts with the delivery of EXASuite.

4.6.2 If the operation engineering contract is concluded for an indefinite period, it can be terminated - however not before the end of a minimum term agreed between the parties - by giving written notice within three months to the end of a month.

4.6.3 The right of both parties to terminate for cause remains unaffected.

4.6.4 Any termination notice must be in writing in order to be effective.

5 Conditions of Contract for the Provision of Training

EXASOL provides courses and training („training“) according to the provisions below.

5.1 Training Content and Conditions

5.1.1 Information on subject, content, duration and price of standard training and training packages as well as certifications are available at: <http://www.exasol.com/services/trainings.html> and are respectively defined in the Service Agreement.

5.1.2 If, in deviation from the standard training offer, Licensee-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 prices. The specification of the individual training program must be completed at least two weeks before the training.

5.2 Training Package

5.2.1 If a training package was ordered, Licensee 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 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.

5.2.2 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 Service 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.

5.3 Location and Time of Training

5.3.1 Training is typically conducted in EXASOL's training rooms. Licensor/EXASOL reserves the right to change the location, as far as is reasonable for the participants.

5.3.2 In case of special agreements, in-house training can be conducted at Licensee's premises. In this case Licensee 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.

5.3.3 The training durations are a maximum of 8 hours per day. Unless otherwise agreed the courses start at 9 AM and end at 5 PM. Lunch breaks will be held as agreed.

5.4 Registration Fee

5.4.1 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.

5.4.2 The registration fee includes course papers, certification fee, a certification document from EXASOL (if the course is duly passed) and provisions during 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.

5.5 Registration

5.5.1 Registrations for training are to be made in writing, by e-mail or via the Internet to EXASOL at the following address: EXASOL AG, Neumeyerstraße 22-26, D-90411 Nürnberg

E-mail: training@exasol.com

5.5.2 The registration for training must be made at 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 successful participation in the training is the previous knowledge described in the training description.

5.6 Cancellation and Rebooking

5.6.1 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 Licensee, 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.

5.6.2 Licensor/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. Licensor/EXASOL will inform Licensee about any cancellation. If a postponement of the appointment is not possible, Licensor/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 Licensor/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.

5.7 Liability

Licensor/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. The provisions in Sec. 1.3 shall apply.

5.8 Property Rights

Training documentation and presentations by EXASOL are copyright protected. Audio and video recordings during the training by Licensee 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; however, they shall neither be copied, nor processed or distributed without the written consent of EXASOL. EXASOL reserves allrights.

5.9 Data Protection

Licensor/EXASOL is entitled to save and process a participant's data for the sole purpose of fulfilling the contract and caring for the Licensee relationship in compliance with the German Federal Data Protection Act (BDSG).

6 Terms and Conditions for Consulting Services

6.1 Scope of Services

6.1.1 Within the scope of consulting services, Licensor provides advice and support to the Licensee according to the subject and extent described in the service description.

6.1.2 If nothing stating otherwise was explicitly agreed upon, Licensor 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 Licensee may be pursuing.

6.1.3 If the local presence at Licensee's premises is not required to provide the Consulting Service, the Service can be provided remotely.

6.1.4 Licensor is entitled to utilize employees of EXASOL and of EXASOL's affiliated companies pursuant to §§ 15ff. AktG (German Stock Corporation Act) for the purposes of fulfilling the contract. If the service is provided by any other third party as subcontractor, Licensee will be notified in advance.

6.2 Time of Service

6.2.1 The Licensee must make an appointment with Licensor/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.

6.2.2 If the Licensee 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.

6.3 Payment Terms

6.3.1 Unless expressly agreed otherwise, prices quoted by Licensor/EXASOL are to be understood plus VAT and any travel costs and expenses incurred.

6.3.2 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.

6.3.3 Unless expressly agreed otherwise, the information provided in the Service Agreement 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 Agreement. If Licensor/EXASOL notices during the provision of services that the time estimated in the Service Agreement will be presumably exceeded, Licensee will be informed. Licensee shall then decide without delay on further proceedings and inform Licensor/EXASOL in written form.

6.3.4 If it was agreed that payment is due after service provision, Licensor is entitled to invoice parts of the services after 2 or more man-days have been completed.

6.4 Obligations to Cooperate

The Licensee will make all necessary information, documentation and data – as appropriate, in written form – available to Licensor/EXASOL. If required, Licensor/EXASOL shall be given access to the business and operating premises of the Licensee.

6.5 Work Results

6.5.1 If nothing was otherwise agreed upon, the Licensee receives a simple, non-exclusive, non-transferable right to use work results.

6.5.2 Subject to agreements to the contrary, the Licensee 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.

6.6 Storage and Return of Documentation

Licensor/EXASOL will properly store all documentation provided in the framework of consulting services and will especially make sure that third parties cannot gain access to it. The provided documentation is to be returned at any time on the Licensee's demand.