EVALUATION SYSTEM AGREEMENT

between

zzz_test_admin

("XYZ" or "Customer")

and

EXASOL UK Limited

("EXASOL")

4th Floor, 33 Cannon Street

City of London, EC4M 5SB, UK

Status	Entwurf
Contract No	00015197.1
Valid to	4/6/2016
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1 Preamble

1.1 EXASOL develops, markets and supports the EXASOL database, a high-performance relational database management system and associated tools and drivers ("Software").

For evaluating the Software, EXASOL provides two alternative evaluation scenarios, (i) deployment of a Mobile Trial Cluster ("MTC"), which can be set up and operated at customer's premises, or (ii) access to the EXASOL Trial Centre ("ETC"). In both cases a potential customer may load data into the evaluation system, use the Software subject to this Agreement and run queries for evaluation purposes ("Proof of Concept" or "PoC").

To ensure an efficient and successful PoC process, EXASOL will guide XYZ through the process and support XYZ with services such as consulting, etc.

1.2 Contract partner description

1.3 Purpose of contract

In view of the aforesaid, the Parties now agree as follows:

2 Scope of the Agreement; Definitions

2.1 This document defines the agreement between EXASOL and XYZ (hereinafter "Agreement") for evaluating the Software as listed in the Annexes, and in accordance with the general terms and conditions specified in Annex 1.

2.2 Under this Agreement the following definitions shall apply:

a) "Software" means the EXASOL database and other related proprietary software, e.g. drivers, clients and any patch, update, upgrade, modification or enhancement to the EXASOL software made available to the Customer in whatsoever form;

b) "Evaluation System" is the Software in connection with the Server Cluster as Mobile Trial Cluster ("MTC") or as EXASOL Trial Centre ("ETC");

c) "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.;

d) "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;

e) "License" means the authorised use of the Evaluation System in accordance with the agreed parameters as set out in the Annexes and the agreed terms and conditions as set out in Annex 1 to this Agreement;

f) "Documentation" means the documentation that describes how to use the Software, which is available for download by Customer on the homepage of EXASOL in English language;

g) "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;

h) "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;

i) "Evaluation Period" shall be four weeks starting with placing the evaluation system at Customer's disposal unless otherwise provided in the Annex;

j) "PoC" (Proof of Concept) means testing the Software for evaluation purposes;

k) "Party" means EXASOL or Customer;

l) "Parties" means EXASOL and Customer.

3 Evaluation System

3.1 Under this Agreement, and in consideration of the payment of Fees by XYZ set out in the Annexes, EXASOL grants to XYZ the right to evaluate the Software on the Evaluation System during the Evaluation Period in accordance with the agreed parameters as set out in the Annexes and the agreed terms and conditions as set out in Annex 1 to this Agreement.

3.2 Service description

3.3 A requirement for smooth and efficient execution of the PoC is the use of standard data formats by the Customer. In case of doubt, the Customer will consult with EXASOL.

4 Consulting Services

4.1 The PoC will be supported by the "EXASOL Presales Consulting" department. After the PoC, XYZ and EXASOL will hold a final meeting (in person or online) to discuss the process and results of the PoC and the next steps.

4.2 Prerequisites for an efficient execution of the POC are adequate preparation and planning with a definition of test data sets including transfer data formats, objectives and test scenarios. EXASOL Presales Consulting will already support XYZ in this regard.

5 Special Terms

Special Terms

6 Payment Terms

6.1 Fees are due as specified in the Annexes.

6.2 Unless otherwise specified in the Annexes, Fees are due in full immediately after delivery of the Evaluation System and Customer's receipt of invoice.

6.3 EXASOL shall present invoices in UK pounds (£). Customer is responsible for all relevant taxes and duties arising from or in connection with its business.

6.4 If Customer fails to pay invoices when due then EXASOL is entitled to charge default interest at one percent (1%) per month on unpaid balances.

7 Evaluation Data, Evaluation Results

7.1 All rights to data loaded into the Evaluation System shall remain with the Customer.

7.2 Customer may not disclose or publish any benchmarking or results of the PoC without EXASOL's prior written consent.

8 No Warranty, Liability

8.1 Except as set out in this Clause, the warranty provided by EXASOL with respect to EXASOL's Evaluation System, the accompanying Consulting Services and other information furnished by EXASOL shall be limited to the scope specified in Annex 1 and no further warranty shall be provided to Customer.

8.2 Under no circumstances shall EXASOL, its affiliates and licensors be liable for any indirect, incidental, consequential, special, or punitive damages (including, but not limited to, loss of anticipated profit or revenue, and damages caused by lost data) arising from this Agreement and/or its execution unless otherwise provided for. In no event the total liability of EXASOL, its affiliates and licensors shall exceed the fees paid by Customer.

9 Final Provisions

9.1 Customer shall not assign, sub-license or transfer any rights granted hereunder to any third party without EXASOL's prior written consent.

9.2 Any modification or deletion of the provisions of this Agreement shall not be enforceable unless such modification or deletion is expressly agreed in writing and signed by both parties. No failure to exercise or enforce any right or remedy hereunder shall be construed or operate as a waiver thereof. No waiver of any breach of any terms or conditions hereof shall be deemed to be a waiver of any further breach of the same or any other provisions of this Agreement.

9.3 No Party shall be liable for any delay or failure in performance of its obligations hereunder if such delay or failure is due to reasons beyond its reasonable control, such as acts of God, natural disasters, force majeure or other similar causes.

9.4 This Agreement shall constitute the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes all prior correspondence, arrangements, and memoranda between the parties.

9.5 This Agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

9.6 All disputes between the Parties in connection with this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. The parties irrevocably agree that if no amicable settlement can be reached, then the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

In witness whereof, the Parties have caused this Agreement to be signed by their legal representatives.

Date: _____   Date _____

zzz_test_admin   EXASOL UK Limited

Signature: _____   Signature: _____

Name: _____   Name: _____

Annex 1. General Terms and Conditions "Evaluation System"

1   License Grant

1.1   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 VPN-connection (ETC) in accordance with the agreed terms and conditions. The License is in particular limited to the agreed RAM-usage.

1.2   During the Evaluation Period, the Customer gets appropriate access to EXASOL's customer portal. The Customer shall observe at all times the correct use of the aforementioned portal, in particular with respect to the privacy terms.

1.3   Customer may not: (i) use Evaluation System in a way not intended by EXASOL or otherwise agreed, or (ii) use Evaluation System for productive purposes or 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.

1.4   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 terms and conditions in this Agreement.

1.5   Unless otherwise agreed between the parties, the data loaded on the hard disks of the Evaluation system will be stored unencrypted.

2   License Server / MTC

Customer acknowledges that (i) he may only use Evaluation System as MTC in conjunction with a License Server configured by EXASOL, and (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.

3   Shipment of MTC

Unless otherwise provided in the Agreement or service description, 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 of accidental loss or accidental impairment will be transferred to the Customer as soon as the Evaluation System is handed over to the person in charge of its transportation.

4   Third-Party Software and Rights

4.1   Certain Software components are subject to the GNU General Public License (short "GPL components"). These and comparable license terms are in each case listed in the EXASuite software part concerned (Software + Driver + Clients etc.). At Customer's request, EXASOL will send such list in digital form to the Customer prior to the conclusion of the contract.

4.2   Software is protected by copyright law and international treaties. Identification marks, copyright and ownership notices, logos, marks, serial numbers and other attributes in or on Evaluation System may not be modified or removed.

5   Warranty, Problem Reports, Error Correction

5.1 EXASOL warrants that the Software, when properly used, will operate in all material respects in conformity with the Documentation and this Agreement. Except as set out in this Agreement, in the event of non-conforming Software Customer's sole remedy and EXASOL's exclusive liability shall be, as applicable and at EXASOL's option, replacement of the affected Software or parts of Software at no additional charge, or a refund of the fees paid. THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. EXASOL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER ARISING BY STATUTE OR IN LAW WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. NO WARRANTY IS MADE REGARDING THE RESULTS OF THE SOFTWARE OR THAT ALL ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE'S FUNCTIONALITY WILL MEET ALL CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES HIS RESPONSIBILITY TO REGULARLY AND INDEPENDENTLY BACK UP DATA MAINTAINED ON THE CLUSTER USING THE SOFTWARE. THE PROPER BACK UP FREQUENCY SHALL BE DETERMINED BY THE CUSTOMER WITH RESPECT TO THE RELATIVE IMPORTANCE AND VALUE OF THE DATA IN QUESTION.

5.2 Customer shall report any errors in Evaluation System as quickly as possible and, if necessary and possible, support EXASOL in correcting the reported error.

5.3 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 Software.

5.4 The PoC, including the possible correction of any errors, will be supported by the EXASOL Presales Consulting department. The aforementioned department will be exclusively responsible regarding any communication related to the PoC including error reports, support queries etc.

6 Evaluation Period

6.1 Except as otherwise agreed, the Evaluation Period is limited to a maximum of 4 weeks after placing Evaluation System at Customer's disposal. The Evaluation Period can only be extended by mutual agreement.

6.2 Evaluation System as MTC: 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 shall be entitled to continue to use the test data for internal test purposes. However, by no means shall EXASOL be entitled to use such data commercially, to make the data accessible to or place it at third party's disposal.

6.3 Evaluation System as ETC: After the Evaluation Period EXASOL will delete all Customer data from its systems.

Stand 12/30/2016