

Evaluation System Terms and Conditions of Exasol

As used in these Evaluation System Terms and Conditions (“*Terms*”), “*Exasol*,” refers to Exasol, Inc., a Delaware corporation with an address at Exasol, INC., 575 Fifth Ave., 14th Floor, New York, NY, 10017, USA; and “*Customer*” refers to the company, government, or other entity on whose behalf you have entered into this End User License Agreement or, if there is no such entity, you as an individual.

These Terms are part of the End User License Agreement (“*Agreement*”) available at <https://www.exasol.com/portal/display/EXA/Terms+and+Conditions> and are supplementary provisions which only apply in case Exasol provides an Evaluation system to Customer.

For evaluating the Software via an Evaluation System, Exasol provides two alternative test scenarios, (i) deployment of a Mobile Trial Cluster (as defined below), which can be set up and operated at customer’s premises, or (ii) access to the Exasol Trial Centre (“*ETC*”) (as defined below). In both cases Customer may load data into the Evaluation System, use the Software subject to the Agreement and these Terms and run queries for evaluation purposes (“*Proof of Concept*” or “*PoC*”).

1. DEFINITIONS.

1.1 In these Terms:

“*Evaluation License*” means a worldwide, royalty-free, revocable at will, non-exclusive, non-transferable, non-sublicensable, limited license during the applicable Term to install and use the Software, within the Licensed Capacity, solely for evaluating the suitability of the Software for Customer’s intended use (“*Proof of Concept*”), in accordance with the agreed License Capacity and these Evaluation System Terms and Conditions;

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

“*Evaluation System*” is the Software in connection with the Server Cluster as Mobile Trial Cluster or as Exasol Trial Centre;

“*Exasol Trial Centre*” or “*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;

“*License Server*” means a dedicated 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.;

“*Mobile Trial Cluster*” or “*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;

“*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;

“*Proof of Concept*” or “*PoC*” means testing the Software for evaluation purposes.

1.2 In the case of discrepancies or inconsistencies, these Terms shall prevail over the terms of the Agreement, but only in respect of their subject matter.

1.3 Words and phrases which have defined meanings in the Agreement will have the same meaning in these Terms unless these terms give a different meaning.

2. LICENSE GRANTS.

- 2.1 Evaluation System.** If the applicable Order specifies that an Evaluation System is made available to Customer then, subject to Customer's compliance with the Agreement and these Terms, and payment of applicable fees as set forth in the Order, Exasol grants to Customer an Evaluation License, limited by a specified time and place as set forth in the Order, in order to use the Evaluation System either at Customer's premises (MTC) or via a remote connection (ETC) within the Licensed Capacity solely for evaluating whether Customer wishes to purchase a commercial license for the Software. If Customer uses the Evaluation system via remote connection (ETC), Customer is responsible for the establishment and security of the remote connection (VPN).
- 2.2 Performance of the Evaluation.** Smooth and efficient execution of the PoC requires the use of standard data formats by the Customer. Customer will be informed about such data formats before the PoC. Unless otherwise agreed between the parties, the data loaded on the hard disks of the Evaluation system will be stored unencrypted.

3. LICENSE RESTRICTIONS.

- 3.1 Restrictions.** Customer may not: (i) use Evaluation System for other purposes than evaluation purposes, e.g. for productive purposes or (ii) lend, rent, lease or otherwise place the Evaluation System at the disposal of third parties, or (iii) copy or change, reverse engineer, decompile, integrate into another software programme or otherwise change the Software other than foreseen in the documentation except as permitted by law. Customer shall take all reasonable and adequate precautions against the unauthorised use of the Evaluation System or interference with the Evaluation System by third parties. Customer shall ensure that its employees, representatives, agents and contractors, who are authorised to use the Evaluation System will strictly observe these Terms and the Agreement.
- 3.2 Data Used.** Customer is responsible for the legal harmlessness of the data inserted into the evaluation system and may not insert any data violating applicable law.
- 3.3 License Server.** Customer acknowledges that (i) Customer may only use the Evaluation System as MTC in conjunction with a License Server configured by Exasol, (ii) any change or manipulation of the License Server will be deemed a material breach of this Agreement, and (iii) without the prior written approval by Exasol he is not entitled to separate License Server from the MTC and use the Software without the License Server.

4. ERROR CORRECTION, COMMUNICATION.

- 4.1 Customer's Obligation.** Customer shall report any errors in Evaluation System as quickly as possible and, if necessary and possible, support Exasol in correcting the reported error.
- 4.2 Support.** Exasol will correct reported errors in Evaluation Systems at its discretion within a reasonable time. Customer is not entitled to any error correction or maintenance of the Evaluation System. Exasol does not provide maintenance (Section 9 of the Agreement), warranty (Section 13 of the Agreement), or indemnification (Section 14 of the Agreement) with respect to an Evaluation License.
- 4.3 Evaluation Consulting Service.** The Evaluation Consulting Service shall be provided in accordance with [Exhibit C, Part 4 Sec. 1.3](#) of the Agreement.

5. SHIPMENT OF MTC.

Unless otherwise provided in the Agreement or Order, the MTC will be shipped at the expense of Customer (including return shipment after the PoC) using a carrier providing for delivery against receipt. In addition, Customer bears the cost of any customs duties, taxes and other governmental charges. The

risk will be transferred to the Customer as soon as the Evaluation system is handed over to the person in charge of its shipping.

6. TERM, OBLIGATION AFTER TERMINATION.

6.1 Evaluation Period. The Term of an Evaluation License, including for any Evaluation System, shall be as set forth in the Order and if no Term is specified in the Order, thirty (30) days from the date the license key is delivered to Customer or from the day the Evaluation System is placed at Customer's disposal.

6.2 Removal / Deletion. Upon expiration or termination of the Evaluation License and Evaluation System, 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 remove or delete the data within 5 business days from receipt of Exasol's reminder notice, Exasol will delete the data after the lapse of the 5-day period using a standard deletion software program. If a MTC was shipped to the Customer, Exasol will coordinate with Customer the collection of the MTC by the carrier.