TERMS OF SERVICE

IMPORTANT: READ THIS TERMS OF SERVICE ("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 CLICKING the "I AGREE TO THE TERMS OF SERVICE" button, 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, (1) You should NOT click the "I AGREE TO THE TERMS OF SERVICE" button, and (2) You may not use the SERVICE ("SERVICE"). EXASOL MAY PROVIDE THE SERVICE, ISSUE CREDITS, AND INVOICE YOU FROM ANY OF ITS AFFILIATES (COLLECTIVELY, "US," "OUR," "WE," OR "EXASOL").

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 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. LICENSE AND RESTRICTIONS

1.1 Services. The Service is a cloud-based data analytics solution that stores, processes, and transmits Your data from multiple sources into Your virtual warehouse to combine and process data ("Service"). As used in this Agreement, the Service means the version 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.

1.2 Authorized Use. If You are a business entity, You may permit Your authorized employees and independent contractors ("Users") 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.

1.3 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) remove any proprietary notices, labels, or marks on the Service; or (f) 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.

2. FEES

2.1 Fees and Payment. All fees payable by You are set forth on https://www.exasol.com/exasol-saas/. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and fees are non-refundable. 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 Pre-Payment Credits. Exasol may make the Service available to You with promotional credits. Unless otherwise agreed to by the parties, pre-paid credits are non-refundable and non-creditable. Upon expiration of pre-paid credits, Exasol, in its sole and exclusive discretion, may invoice You or require a credit card purchase of additional credits.

2.3 Pay-as-You-Go. Exasol may make the Service available to You on a month-to-month basis. Unless otherwise agreed to by the parties, payments for the Service are payable monthly in arrears.

2.4 Promotional Credits. Exasol may offer You promotional credits or other free use of the Service ("Promotional Credits"). Promotional Credits may only be used to review, demonstrate, or evaluate the Service and may have limited features. The indemnity and warranty terms in Sections 7 and 8 are inapplicable during the Term of Promotional Credits, including other Promotional Credits. Promotional Credits have no cash value, are non-transferable, non-refundable, and expire when the evaluation period terminates or when the Promotional Credits are exhausted, whichever comes first. If you do not use the

Service for more than 14 days Exasol reserves the right to terminate your access to the Services, and delete all User profiles. Exasol may, in its sole and exclusive discretion, invoice You or require a credit card purchase for use of the Service after the evaluation period.

2.5 Other Promotional Credits. Exasol may offer You other promotional credits or free use of the Service as set forth in the applicable quote. Section 2.4 shall also apply to other promotional credits.

2.6 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. The term ("Term") begins with the earlier of (a) Your initial access to the Service, registration, order, or (b) an Order Form referencing this Agreement.

3.2 Termination by You. You may terminate the Service by providing either a physical mail to Exasol at Neumeyerstrasse 22-26, 90411 Nuremberg, Germany, or an electronic mail to deal-desk@exasol.com. Fees are non-refundable. Termination will be effective the business day after notice is sent to Us.

3.3 Termination by Us. We may immediately suspend or terminate the Service, in Our sole discretion, for Your failure to pay Fees or Your material breach of this Agreement. Exasol may terminate by emailing the email address provided by You to Us. Termination will be effective the business day after notice is sent by You.

3.4 Effect of Non-Renewal or Termination. Upon non-renewal or termination of this Agreement, (a) all rights granted to You will terminate and You shall immediately cease access to and use of 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 or termination of this Agreement, We will delete Your Content (defined in Section 5.2 below).

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 integrates 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 Service Support. Our Support Policy available at https://cloud.exasol.com/support-policy sets forth Our technical support for the Service.

4.4 Updated Terms. Exasol may change and update the Service, provided that such updates will not materially decrease the overall functionality of the Service. The Exasol Support Policy, Acceptable Use Policy, and Data Processing Addendum (as defined in Section 6.4 below) 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.

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, database, 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 Service 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.

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. Your use of this Service is also governed by Our Privacy Policy https://cloud.exasol.com/privacy-policy, which describes how We collect and use information, including personal information about You and information about the systems on which the Service is accessed.

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 may be transferred to, and processed in, the United States or any other country in which We or Our affiliates or subcontractors maintain facilities. You appoint Us to perform any such transfer of Your Content to any such country and process Your Content in order to provide the Services in compliance with the terms of this Agreement.

6.4 Data Processing Addendum. When applicable, Our Data Processing Agreement ("DPA") applies to the Service and governs all processing of personal data included in Your Content. To obtain a copy of the DPA, or EU Contract Clauses, please submit your request to legal@exasol.com.

6.5 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 https://cloud.exasol.com/acceptable-use-policy.

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 the Service documentation. 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 promotional credits or free use of the Service.

9. DISCLAIMER OF WARRANTIES

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

10.1 Consequential Damages Waiver. 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.

10.2 Liability Cap. 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.

10.3 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. Amendments to the Terms and Conditions.

Amendments to these Terms will be provided in text form (in writing, no signature required, e.g. via e-mail) to the Customer not later than two months before the proposed effective date. If Customer does not object to the amendment to Exasol until the proposed effective date, consent shall be deemed to be given. The revocation shall be addressed to Exasol, Neumeyerstraße 22-26, 90411 Nürnberg or via e-mail to legal@exasol.com. In case of a revocation, the existing Terms without the proposed amendment continue to apply. In the notice informing about the amendment, Exasol will particularly emphasize Customer's right to revocation and the respective time limit.

12. MISCELLANEOUS

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 Governing Law. 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, Switzerland etc.) except for the UK; 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");

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.

12.6 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.

12.7 Government Use. This customary commercial license is provided in accordance with 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.

12.8 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.

12.9 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.

12.10 Entire Agreement; Amendments. This Agreement and any terms located at a URL referenced herein, including the Support Policy, the Privacy Policy, the Data Processing Agreement, and the Acceptable Use Policy, 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.

12.11 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 deal-desk@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.

12.12 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”.

12.13 Survival. All provisions that should survive, including Sections 2 (to the extent fees are due and owing or accrued but not yet paid), 3.5, 5, 7, 9, 10 and 12 survive the termination of this Agreement.