



Acceptable Use Policy (“AUP”)

This Acceptable Use Policy (“AUP”) describes certain restrictions on accessing and using the products and services of Exasol AG or any of its affiliates (collectively, “Us,” “Our,” “We,” or “Exasol”), Exasol’s websites, and any equipment (such as servers and networks) We use to provide the products, services, documentation, and websites (collectively, the “Services”) to you or any business entity for who you are acting (collectively “You” or “Your”) pursuant to the Exasol Subscription Agreement or any other agreement between Us and You for Your use of Exasol products and services (“Agreement”). The restrictions set forth in this AUP are not exhaustive.

This AUP will govern if there is any conflict between it and the Agreement. We may modify this AUP from time to time upon reasonable notice (which may be provided by posting an updated version of this AUP). By using the Services, You agree to the latest version of this AUP. If You violate the AUP or authorize or help others to do so, We may suspend or terminate Your use of the Services.

1. No Illegal, Harmful, or Offensive Use or Content

You shall not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities and content include:

- a) Any activities that violate any law or regulation, that violate the rights of others, or that may be harmful to others, Our operations or Our reputation.
- b) Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- c) Content that is fraudulent, deceptive, harassing, defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.
- d) Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data or otherwise jeopardize the security of Your or anyone else’s account, including viruses, Trojan horses, worms, time bombs, ransomware, or cancelbots.
- e) Use that reformats or frames any portion of the webpages that are part of the Services without Our written consent, or decompiles, reverse engineers, decodes or otherwise attempts to derive or obtain the source code or underlying ideas or information of or relating to the Services (unless applicable laws specifically prohibit such restriction).
- f) Use of the Services to benchmark the products and services offered through the Services or to build similar or competitive products or services.
- g) Providing to any third party the results of any benchmark tests or other evaluation of the Services.

2. No Security Violations

You shall not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

- a) Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System or crawl, scrape, index or extract web data from any part of the Services or System.
- b) Monitoring of data or traffic on a System without permission.
- c) Disabling or circumventing any technological method intended to prevent, limit, or control access, use or copying of the Services.

3. Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this AUP or misuse of the Services. We may:

- a) Investigate violations of this AUP or misuse of the Services; or
- b) Remove, disable access to, or limit user resources that violate this AUP or any other agreement We have with You for use of the Services.

We may report any activity that We suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing available information related to alleged violations of this AUP.

4. Reporting of Violations of this AUP

If You become aware of any violation of this AUP, You must immediately notify Us and provide Us with assistance, as requested, to stop or remedy the violation. To report any violation of this AUP, please contact us via legal@exasol.com.