

Dremio Software License Evaluation Agreement

This Dremio Software License Evaluation Agreement (this “**Agreement**”) is made and entered into as of _____, 2019 (“**Effective Date**”) by and between Dremio Corporation (“Dremio”), a Delaware corporation with its principal place of business at 3970 Freedom Cir #110, Santa Clara, CA 95054, USA, and _____, a _____ corporation with its principal place of business at _____ (“**Licensee**”).

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relating to this Agreement. Licensee acknowledges and agrees that, due to the unique nature of the Software, there may be no adequate remedy at law to compensate Dremio for the breach of this Agreement, that any such breach may result in irreparable harm to Dremio which would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Dremio will be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, under this Agreement or otherwise. If any provision of this Agreement is found to be invalid or unenforceable, it will be reformed and enforced to the extent permissible and the remainder of this Agreement will remain in full force and effect. Failure to prosecute a party's rights with respect to a default hereunder will not constitute a waiver of the right to enforce rights with respect to the same or any other breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

DREMIO CORPORATION

LICENSEE

By: _____
(signature)

By: _____
(signature)

Name: _____
(print)

Name: _____
(print)

Title: _____

Title: _____