



**General Terms and Conditions for the Free Use of Software for Trial Purposes within the Scope of the "Jedox Demo Cloud" of Jedox AG, Bismarckallee 7a, 79098 Freiburg, Germany**

**1. General**

- 1.1 The free use of software of Jedox AG (hereinafter referred to as "Jedox") within the scope of the "Jedox Demo Cloud" is governed exclusively by these General Terms and Conditions. Conflicting or different terms and conditions of the licensee that are not contained herein are not recognized.
- 1.2 Product descriptions on the website of Jedox AG in catalogs, brochures, etc. do not represent guaranteed features.
- 1.3 In the event of a breach of these General Terms and Conditions, the rights granted hereunder shall automatically expire.
- 1.4 The licensee is not permitted to assign or transfer the rights granted under these General Terms and Conditions. Sub-licensing is not permitted.

**2. Subject matter**

- 2.1 The subject matter is the free use of the Jedox software by way of remote access via the Internet. The licensee is granted the non-exclusive right to use the software exclusively for trial purposes for a limited period of 72 hours from the registration (hereinafter referred to as "utilization period"). Jedox may limit the utilization period of the software by means of technical measures such as program locks.
- 2.2 The licensee is not granted any further rights, e.g. the right to use the software for business purposes, to modify, sell, or reproduce the software, and/or to use the software for other purposes not specified here. In particular, the licensee is not permitted to reverse engineer, decompile, copy, disassemble, or reproduce the software or to use any part of the software for creating a separate application. Moreover, the licensee is prohibited from creating any other derived works on the basis of the software, especially from developing a competing product or service or from copying features, functions, or images.
- 2.3 All trademark rights, copyrights, rights to business secrets, and/or other intellectual property belong exclusively to Jedox. The licensee shall notify Jedox without delay in writing in case third parties assert property rights to the software against him.
- 2.4 Jedox will send the licensee the login data for the identification and authentication, which are required for the use of the software. The licensee is not permitted to give these login data to any third parties. In particular, he is not permitted to give the login data to any third parties for the purpose of using the software. Only the identified and authenticated licensee is entitled to use the software. Moreover, the licensee shall keep the provided login data secret. He shall be responsible for all activities that take place due to unauthorized use of the login data. In the case of such unauthorized use by third parties, Jedox shall be notified without delay.
- 2.5 Jedox will, at its own discretion, provide the licensee with storage space. The provided storage space is intended exclusively for the use of the software for trial purposes in accordance with section 2.1.

- 2.6 The licensee alone shall be responsible for the permissibility of the collection, processing, and use of the data entered by the licensee within the scope of the use of the software.
- 2.7 The licensee may only use the generated data in accordance with these General Terms and Conditions. Upon expiry of the utilization period, Jedox may delete all data generated by the licensee. Jedox shall be entitled to all rights to the data generated by the licensee within the scope of the use of the software.
- 2.8 Jedox may at any time limit or discontinue the use of the software and the storage space provided for this use according to section 2.5. Continuous, uninterrupted availability is not owed.

### **3. Obligations of the licensee**

- 3.1 The licensee shall use the software and the provided storage space exclusively in accordance with these General Terms and Conditions, especially in accordance with sections 2 and 5.
- 3.2 The licensee guarantees that the information he sends to Jedox is true and always up to date. If this is not the case or if Jedox has legitimate reason to assume that this is not the case, Jedox may refuse the rights granted under these General Terms and Conditions.
- 3.3 The licensee is prohibited (a) from storing or transmitting contents that breach rights, that constitute slander, or that are otherwise unlawful and/or prohibited within the scope of the rights granted under these General Terms and Conditions, (b) from using provided services or systems for storing or transmitting malicious code or other malware, (c) from impairing or disrupting the integrity or performance of the provided services, (d) from gaining unauthorized access to the systems or networks associated with the provided services, and (e) from transmitting spam mail, mass mail, or other unsolicited mail in breach of applicable laws.
- 3.4 The use of the software is intended for use in the Federal Republic of Germany. Use of the software outside the Federal Republic of Germany may be limited by other national regulations. The licensee shall comply with such and bear all costs, such as customs duties, taxes, other levies, or fees that may be incurred for the use of the software.
- 3.5 Any disadvantages and additional costs resulting from the obligations listed here shall be borne exclusively by the licensee.

### **4. Disclaimer, warranty**

Jedox disclaims any warranty and liability, no matter what the legal basis may be. The disclaimer also applies to claims for tort and claims from the breach of protection and precautionary duties. This disclaimer does not apply in cases of gross negligence, intent, deceit, provision of a guarantee, or in the event of injury to life, body, or health for which we are responsible. Any liability under the German Product Liability Act (ProdHaftG) remains unaffected.

### **5. Personal data**

The licensee is not permitted to use personal data within the scope of the use of the software, especially not to store any personal data in the storage space according to section 2.5. The licensee indemnifies Jedox against any and all third-party claims that may arise from the licensee's breach of this provision.

## **6. Non-disclosure**

- 6.1 The licensee undertakes not to disclose any confidential information that becomes known to him during this contractual relationship and not to use this knowledge, especially not for his own business purposes. Confidential information is all information that is only known to a small group of people and that is not publicly known, that is to be kept secret according to the (express or implied) will of Jedox, and in whose non-disclosure Jedox has a legitimate or economic interest.
- 6.2 The non-disclosure obligation does not apply to knowledge that is publicly accessible or whose forwarding would obviously not result in any disadvantage for Jedox.
- 6.3 The non-disclosure obligation shall continue to apply even after the end of the agreement.

## **7. Miscellaneous**

- 7.1 Unless otherwise agreed, the place of fulfillment is Freiburg im Breisgau, Germany.
- 7.2 These General Terms and Conditions are governed by the laws of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 7.3 If the licensee is a merchant as defined in the German Commercial Code (HGB), a legal entity under public law, or a fund under public law, Freiburg im Breisgau, Germany, shall be the venue for all rights and obligations of the contracting parties. The same shall apply if the licensee does not have any general domestic venue, if he relocates his domicile or general residence abroad, or if his domicile or general residence is not known when the charges are filed.