

Terms of Use

proALPHA Shared Demo for Partners

Introduction

proALPHA GmbH (hereinafter "proALPHA") offers selected proALPHA partner companies (hereinafter "PARTNER") a so-called "Shared Demo" environment, a cloud-based Software-as-a-Service offering which allows PARTNER to use certain proALPHA software (hereinafter "SOFTWARE") for training and/or testing purposes free of charge for a limited period of time. This does not include products from other partner companies or from proALPHA group companies.

"Shared Demo" means a database with a demo company that is simultaneously accessed by various users authorized by proALPHA.

1. Scope

1.1. These Terms of Use govern the use of the Shared Demo by PARTNER.

1.2. proALPHA may adjust and change these Terms of Use at any time without prior notice.

The currently valid version can be viewed and printed at the following link:

<https://www.proalpha.com/en/trustcenter>

2. Access to the Demo Environment

PARTNER may request access to the demo environment through the proALPHA partner portal. proALPHA may accept or reject the application for an account at its sole discretion.

3. Right of Use

3.1. proALPHA provides PARTNER with access to the Shared Demo from a data center in Germany for use over the Internet. PARTNER shall be responsible for the Internet connection between PARTNER and the data center, and for the hardware and software required for using the access.

3.2 PARTNER and the users set up by it shall receive the non-exclusive and non-transferable right to access the software in the Shared

Demo through a web browser and an Internet connection for the duration of use.

3.3 Use shall be limited to training or testing purposes and for simulating business processes with the software for the purpose of evaluating the software.

3.4. Use for other purposes or relicensing, sublicensing or other authorization of use by third parties is not permitted.

3.5. PARTNER is aware that the software is subject to the protection of copyright laws as well as international copyright treaties.

4. Obligations and Responsibilities of PARTNER

4.1. PARTNER undertakes to treat the access data confidentially and carefully.

4.2. PARTNER undertakes not to intentionally disturb, interrupt or manipulate the software or Shared Demo.

4.3. PARTNER shall ensure that its users do not misuse the Shared Demo, in particular that information containing illegal or immoral content (or references to such content) is not transmitted or placed in the Shared Demo. In addition, national and international copyrights, patents, brand rights, name rights, trademark rights and any other industrial property rights and personal rights of third parties must be observed. PARTNER shall be solely responsible for the content created, transmitted or provided by its users in the Shared Demo.

4.4. Insufficient system knowledge and poor security measures entail the risk of unauthorized access to the PARTNER's computers. It is the sole responsibility of PARTNER to obtain information about the necessary security measures and to apply them accordingly.

4.5. PARTNER shall oblige its users to comply with these Terms of Use. PARTNER shall be liable for all breaches of obligations committed by its users who are granted access to the Shared Demo.

4.6. proALPHA shall be entitled to block the Shared Demo for PARTNER in case of suspected violations of these Terms of Use.

5. Operation

5.1. When providing the demo environment for use by PARTNER, proALPHA shall take all reasonable measures to ensure PARTNER's access is interrupted as little as possible. However, PARTNER is aware that even with careful development, errors cannot be completely avoided. For this reason, PARTNER is not entitled to any warranty claims. proALPHA provides the Shared Demo free of charge at its own discretion. proALPHA reserves the right to interrupt, modify or permanently discontinue the Shared Demo at any time, or to alter the functioning of the software.

5.2. proALPHA does not provide any support for the Shared Demo.

5.3. proALPHA shall be entitled to irreversibly delete the data entered by PARTNER at any time and reset the demo environment to its factory settings.

6. Liability

proALPHA assumes no liability whatsoever for damages resulting from PARTNER's use of the demo environment. For this reason, any claims of PARTNER for damages are excluded.

7. Access Period

7.1. The demo environment may be used for an unlimited period of time upon the activation of the account. It ends at the latest when there is no longer an active partner agreement between proALPHA and PARTNER or when it is foreseeable that no agreement will be concluded.

7.2. proALPHA may terminate the use at any time without giving a reason and with immediate effect.

8. Data Protection and Data Security

Neither PARTNER nor proALPHA shall process personal data in the Shared Demo. Specifically, proALPHA does not engage in any data processing as outlined in Article 28 of the EU General Data Protection Regulation (GDPR).

9. Final Provisions, Applicable Law and Place of Jurisdiction

9.1. These Terms of Use are subject to German law.

9.2. The exclusive place of jurisdiction is Kaiserslautern.