



Terms of Use for the cloud demonstrator

The following Terms of Use apply to use of the cloud demonstrator from CONTACT Software GmbH (hereinafter referred to as "CONTACT")

1. Description of the cloud demonstrator

- 1.1 The cloud demonstrator is a collection of functions and potential use cases for software products from CONTACT. The software products are made available online for testing and demonstration purposes only.
- 1.2 The functions provided by the cloud demonstrator and the options for using it are changed and adapted regularly. This means that functions may be added, changed or removed at any time.

2. Target group

The cloud demonstrator is intended for use by parties interested in software products from CONTACT.

3. Registration

Registration is performed for the respective interested party and requires that CONTACT activates the cloud demonstrator. Registration is performed as follows:

- 3.1 The interested party enters the relevant data in the fields provided for this purpose.
- 3.2 The interested party accepts the Terms of Use for the cloud demonstrator.
- 3.3 CONTACT verifies the interested party's identity and activates the cloud demonstrator.
- 3.4 A CONTACT ID, normally an e-mail address, is generated for each interested party.

4. Applicability of these Terms of Use and precedence of existing contractual agreements

These Terms of Use apply exclusively to use of the cloud demonstrator. Precedence is given to any existing contractual agreements between CONTACT and the interested party; these agreements are not affected by these Terms of Use. This applies in particular to contractual

agreements regarding warranty and liability.

5. Grant of rights, confidentiality

- 5.1 The cloud demonstrator may only be used for testing and demonstration purposes. CONTACT grants the interested party a temporary-restricted, non-transferable, royalty-free and non-exclusive right to use the cloud demonstrator online for testing and demonstration purposes only .
- 5.2 Any use for purposes beyond this grant of rights, in particular for productive use, is not permitted.
- 5.3 Software, documents, tutorials, videos or other information provided in the context of the cloud demonstrator may involve business and trade secrets of CONTACT and may only be used within the grant of rights for testing and demonstration purposes. Any use or act of reproduction beyond this grant of rights is not permitted.

6. Liability

- 6.1 Due to the royalty-free grant of usage rights for testing and demonstration purposes CONTACT is under no condition liable for the presence of certain qualities or features in the context of the cloud demonstrator.
- 6.2 In particular, CONTACT is not liable for data or results that are generated in the context of using the cloud demonstrator.
- 6.3 Apart from that CONTACT is liable only in the event of intent or gross negligence.

7. Data protection

Use of the cloud demonstrator is subject to Contact's [privacy policy](#).

8. Availability

CONTACT takes suitable measures to keep the cloud demonstrator largely free of disruptions and continuously available. There nevertheless may be situations in which functions are only available to a limited extent or are temporarily unavailable.



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This may be due to the malfunction of technical installations or the failure of network or telecommunication connections. Availability may also be restricted due to force majeure, necessary maintenance or other circumstances.

Terms of Use be or become invalid, this will not affect the validity of the remaining provisions. In the event of any omissions or the invalidity of individual clauses, a provision that comes closest to the original economic objective will apply.

9. Rules of conduct, due diligence obligations

- 9.1 Use of the cloud demonstrator is only permitted on the condition that legitimate purposes are being pursued and that these Terms of Use or other existing contractual agreements between CONTACT and the interested party that take precedence are not violated.
- 9.2 The interested party is responsible for ensuring that all the information they provide is complete and correct and that registration is performed by persons who are entitled to do so.
- 9.3 The login data for the cloud demonstrator must be kept confidential and must be protected against unauthorized use by third parties.

Version April 2020

Disclaimer: This document is a translation from German. The translation is provided for informational purposes only. The only legally binding document is the German version.

10. Suspension of usage rights, exclusion

CONTACT reserves the right to fully or partially block interested parties who violate these Terms of Use or existing contractual provisions between CONTACT and the interested party from further use of the portal or to suspend their usage rights.

11. Changes to the Terms of Use

CONTACT is entitled to modify these Terms of Use at any time, in particular to take account of changes to the cloud demonstrator, without stating reasons for doing so.

12. Final provisions

- 12.1 All legal relationships between CONTACT and the interested party are subject to German law; the UN Convention on Contracts for the International Sale of Goods does not apply.
- 12.2 The place of jurisdiction for any disputes in the context of this contractual relationship is the registered office of CONTACT. CONTACT reserves the right to take legal action against the interested party at the court with jurisdiction for their registered office.
- 12.3 Should individual provisions of these