

Terms of use

proALPHA Shared Demo for Partner

Introduction

proALPHA GmbH (hereinafter "proALPHA") offers selected proALPHA partner companies (hereinafter "Partner") a cloud-based software-as-a-service as a so-called "shared demo", by means of which the Partner can use certain proALPHA software (hereinafter "Software") for training and/or testing purposes free of charge for a limited period of time. Products of other partner companies or proALPHA group companies are not included.

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

1. Scope

1.1. These Terms of Use govern the use of the "Shared Demo" by the 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/de/trustcenter>

2. Access to the demo environment

The Partner can request access to the demo environment via the proALPHA partner portal. proALPHA may accept or reject this application at its sole discretion.

3. Right of use

3.1. proALPHA provides the customer with the Shared Demo from a data center in Germany for use via the Internet. The Partner is responsible for the Internet connection between the Partner and the data center as well as the hardware and software required for the access.

3.2 The Partner and the users set up by it shall have the non-exclusive and non-transferable right to access the Software in the Shared

Demo via a web browser and an Internet connection for the duration of the access.

3.3 Use is limited to training or testing purposes and for simulating business processes with the Software for the purpose of evaluating the Software.

3.4. Any use for other purposes or any onward or sublicensing or granting access to third parties is prohibited.

3.5. The Partner is aware that the Software is protected by copyright law and international copyright treaties.

4. Duties and obligations of the partner

4.1. The Partner undertakes to treat the access credentials with care and keep them confidential.

4.2. The Partner undertakes not to intentionally interfere with, interrupt or manipulate the software or Shared Demo.

4.3. The Partner shall ensure that its users do not misuse the Shared Demo, in particular that information containing illegal or immoral content (or references to it) is not transmitted or included in the Shared Demo. In addition, national and international copyright, trademark, patent, trademark and trademark rights as well as other industrial property rights and personal rights of third parties must be respected. The Partner is solely responsible for the content created, transmitted or provided by its users in the Shared Demo.

4.4. Insufficient system knowledge and lack of security measures may lead to unauthorized access to the partner's computers. It is the responsibility of the partner to obtain information about the necessary security measures and to apply them accordingly.

4.5. The Partner undertakes on behalf of itself and its users to comply with these Terms of Use. The Partner is liable for all breaches of obligations by its users to whom it grants access to the Shared Demo.

4.6. proALPHA is entitled to block the Shared Demo for the Partner in case of suspected violations of these terms of use.

5. Operation

5.1. proALPHA takes all reasonable measures to provide uninterrupted availability of the Demo Environment as far as possible. However, uninterrupted operation free of errors is not guaranteed. proALPHA can interrupt the Shared Demo at any time, change it or permanently disable it, or change the way the software works. proALPHA provides the Shared Demo free of charge at its sole discretion. Therefore, the Partner is not entitled to any warranty claims.

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

5.3. proALPHA is entitled at any time to irrevocably delete the data entered by the Partner and to reset the Shared Demo to factory settings.

6. Liability

proALPHA assumes no liability for damages resulting from the use of the Shared Demo. For this reason, any claims of the Partner for damages are excluded.

7. Duration of use

7.1. The use of the Shared Demo is available from the grant of access and is for an indefinite

term. It ends at the latest on the date on which there is no active partner agreement between proALPHA and the Partner or on the date on which it is foreseeable that no such agreement will be concluded.

7.2. proALPHA may terminate the use at any time for any reason and with immediate effect.

8. Data protection and data security

Neither the Partner nor proALPHA will process personal data in the shared demo. In particular,

proALPHA does not process personal data in accordance with Art. 28 EU General Data Protection Regulation (GDPR).

9. Applicable law and jurisdiction

9.1. These terms of use are subject to German law.

9.2 The exclusive place of jurisdiction is Frankfurt am Main.