

Terms and Conditions for the Use of Documents of KNIME press



1. Introduction

The KNIME AG, Zurich, Switzerland ("KNIME") makes available for download files containing manuals, handbooks or other written documentation in PDF or other computer readable formats ("Items"). These Items are presented at KNIME's website in a subcategory named "KNIME press". KNIME is authorized to make copies, distribute and sell copies of the Items in KNIME press.

2. Application

- 2.1 KNIME makes available a personalized copy of an Item and any accompanying material exclusively on the basis of these Terms and Conditions for the Use of Documents of KNIME press ("T&C").
- 2.2 These T&C shall be deemed accepted upon the customer ("Customer") placing an order at KNIME press for an Item.
- 2.3 The content of the KNIME press does not constitute a binding offer. After KNIME receiving Customer's order for one or more Item(s) and the full payment of the amount due, KNIME issues a confirmation email ("Confirmation") to Customer. Only after the receipt of KNIME's Confirmation email with a download link Customer is granted the rights of use as set forth in the T&C.

3. Ownership

The Items and any accompanying material in KNIME press are copyrighted work whose ownership is held by KNIME, or a third party.

4. Customer's Obligations

- 4.1 KNIME creates a personalized copy of the Item for the Customer. The Customer has no right to demand a neutral copy. Customer must not remove the personalization from the Item.

- 4.2 For the proper use of the Item additional software is required. In most cases reader software is needed to read the content of the Item. It is Customer's sole responsibility to ensure the availability of the required software on his preferred computer architecture and operating system.

5. License

- 5.1 The Customer is granted a non-exclusive worldwide right to use and enjoy the downloaded Item.
- 5.2 The Customer may make copies of the Item for backup purposes only.

6. Restrictions

- 6.1 Customer shall not and agrees to not make copies for any other purpose than explicitly permitted by the T&C. The Customer is responsible for restricting the access to these copies to authorized persons only.
- 6.2 Customer shall not and agrees not to transfer, rent, sublicense, alter – especially, but not limited to the removal of the personalization in the Item –, modify, create derivative works of, reverse engineer, disassemble (except as permitted by law) or distribute the Item, any part or any copy thereof.
- 6.3 KNIME reserves any rights not expressly granted to the Customer and retains all rights, title and interest in and to the Item.

7. Limited Warranty and Liability

- 7.1 **The Item and any accompanying material are provided "as is" without warranty of any kind, express or implied. To the extent permitted by law, all warranty is excluded, including, but not limited to, warranties for uninterrupted and error-free readability and operation, for compatibility with a particular hardware, software, systems or data, for merchantability, for fitness for a particular**

purpose and for non-infringement of third party rights.

7.2 To the extent permitted by law, all liability of KNIME is hereby waived, including, but not limited to, liability for financial damage, property damage and personal injury in connection with the use of the Item and any accompanying material, loss of data, damage of data, damage to computer systems, functional disruption of computer systems, damage or loss of profits due to the wrongful operation, non-readability or non-operation of the Item.

8. Duration of contract

8.1 The License is granted for an indefinite time.

8.2 However, KNIME may terminate this contract at any time without financial consequences in case the customer is in breach of the contract.

8.3 After termination, Customer shall cease the use of the Item and destroy all copies in its possession immediately.

9. Data Protection

KNIME complies with the applicable Swiss data protection laws.

10. General

10.1 All reports, requests and other communications shall be deemed effective upon dispatch to the last address communicated to the other party of this contract.

10.2 If any provision of this contract shall be judged to be invalid, that provision shall be replaced by an economically equivalent provision and the remaining provisions of this contract will remain in full force and effect.

11. Applicable Law and Place of Jurisdiction

11.1 This contract shall be governed by Swiss law, excluding its conflicts of laws principles and the Vienna Convention on the Sale of Goods and Services.

11.2 Exclusive place of jurisdiction shall be the city of Zurich/Switzerland. KNIME is, however, entitled to take legal action before any competent court at the domicile of the Licensee.

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