

## Terms for License of Software Modules

### 1. Scope of Application

- 1.1 KNIME.com AG, Technoparkstrasse 1, 8005 Zurich Switzerland ("KNIME.com") offers licenses for supplementary software modules to support and enhance the use of the KNIME Analytics Platform, available for download from <http://www.knime.org/knime> ("Software Modules").
- 1.2 These Terms, together with the product sheet specifying the respective Software Module, regulate the conclusion, content and performance of contracts with respect to licensing the Software Modules entirely. These Terms including the product sheet shall be deemed accepted upon a registrant ("Licensee") clicking the order-button for the license of a Software Module.

### 2. Conclusion of Contract and Requirements for Use

- 2.1 The contract is deemed concluded after the Licensee has logged in with his registered username and password, has selected the specific Software Module and payment of the indicated license fee has been successfully remitted by the Licensee to KNIME.com's account or a valid promotion code has been entered, which was provided by KNIME to Licensee. A revocation is not possible.
- 2.2 The use of the Software Module requires the previous download, installation and functioning of the KNIME Analytics Platform and possibly other software, for which the Licensee is responsible.

### 3. Ownership

The Software Modules are copyrighted work whose ownership is held by KNIME.com or a third party.

### 4. License

- 4.1 The Licensee is granted a non-exclusive right to use the licensed Software Module (i) as single user, (ii) for one installation only and (iii) with the operating systems and as otherwise specified in the respective product sheet.
- 4.2 Licensee is entitled to updates/new releases of the licensed Software Module during the contract and also agrees to make all updates made available by KNIME.com.
- 4.3 The Licensee may make copies of the Software Modules for installation and backup purposes only.

### 5. Restrictions

- 5.1 Licensee shall (i) not make available Software Module to others, (ii) not use the Software Module via the servers of KNIME.com, (iii) nor use the Software Module with other operating systems nor in any another way as specified in the respective product sheet.
- 5.2 Licensee shall not and agrees not to transfer, rent, sublicense, copy, alter, modify, create derivative works of, reverse engineer, disassemble (except as permitted by law) or distribute the Software Modules or any part thereof.
- 5.3 KNIME.com reserves any rights not expressly granted to the Licensee and retains all rights, title and interest in and to the Software Module.

### 6. Limited Warranty and Liability

- 6.1 KNIME.com warrants that the operation of the Software Module will substantially conform with the specifications pursuant the product sheet of the licensed Software Module for the duration of the contract, provided that the Licensee (1) has given prompt written and detailed report of any breach of the foregoing warranty to KNIME.com and (2) has not breached any of these Terms. Licensee's exclusive remedy, and KNIME.com's sole obligation, for any such breach of this warranty shall be

(i) the correction, or (ii) the provision of a workaround of the Software Module, or (iii) the replacement the Software Module with a functionally equivalent non-infringing product, or (iv) the early termination of the license contract in exchange of the refund of a pro-rated portion of the license fee paid based on the purchased license term, at KNIME.com's option.

- 6.2 The foregoing warranties are exclusive and in lieu of all other warranties, whether express or implied, including but not limited to the implied warranties of fitness for a particular purpose or particular results. This states the entire liability of KNIME.com and Licensee's sole and exclusive remedies with respect to malfunctions. KNIME.com does not warrant that the Software Module will operate in combinations with hardware, software, systems or data other than specified in the product sheet. Further KNIME.com does not warrant that the operation of the Software Module will be uninterrupted and error-free and does not infringe of third parties' intellectual property rights.
- 6.3 Any further liability of KNIME.com is hereby waived to the extent permitted by law. KNIME.com's liability is waived for damages of any kind, including, but not limited to, financial damage, property damage and personal injury in connection with the use of the KNIME Software, 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 or non-operation of the Software Module.
- 6.4 The application of sections 6.1 of these Terms is excluded for licenses granted for demonstration and evaluation purposes. Such licenses are granted for free and all warranty and liability of KNIME.com is excluded.

## **7. Term of contract**

- 7.1 The contract respectively license granted ends after the purchased license term. There is no automatic renewal. If the Licensee wishes to further use the Software Module, a new contract must be concluded. Licensee shall cease the use of the Software Module after the purchased license ends.
- 7.2 Notwithstanding the above, KNIME.com may terminate this contract at any time immediately without financial consequences if the Licensee is in breach of the contract. In the events of such termination, Licensee shall cease the use of the Software Module.

## **8. Data Protection**

KNIME.com complies with the applicable Swiss data protection laws.

## **9. General**

- 9.1 All communications shall be deemed effective upon dispatch to the last address email communicated to the other party of this contract.
- 9.2 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.

## **10. Applicable Law and Place of Jurisdiction**

- 10.1 This contract shall be governed by substantive Swiss law, excluding its conflicts of laws principles and the Vienna Convention on the Sale of Goods and Services.
- 10.2 Exclusive place of jurisdiction shall be the city of Zurich/Switzerland. KNIME.com is, however, entitled to take legal action before any competent court at the domicile of the Licensee.