

## **/data.mill – End User License Agreement**

### 1. Contract contents

These license agreements govern the use of the functions of /data.mill that occurs through direct calls to the /data.mill API, through the use of Microsoft Excel clients ("/data.mill for Excel"), by the WebExtension for Microsoft Dynamics CRM or other programs not explicitly mentioned herein. Examples of direct API calls are the integration of functionality in web forms or application software such as CRM or ERP systems.

To use the functions, the licensee must be registered with the systems of data.mill GmbH with a valid email address.

The functions available within /data.mill are provided by data.mill GmbH in Salzburg (hereafter referred to as "data.mill") or by data.mill sub-contractors.

The detailed descriptions of the individual features are not part of this agreement. They can be found on the website <https://datamill.solutions> and on documents linking to those pages and are considered known and acknowledged upon acceptance of this License Agreement.

Data.mill grants the licensee a temporally and spatially unlimited right to use the API functions. The results of the API functions can be used for both commercial and non-commercial purposes. The dissemination of results to third parties (e.g. customers of the licensee) is permitted. The licensee is expressly not permitted to store function results ("caching") or to use function results multiple times.

### 2. Functional changes

Data.mill develops new features or changes or extends the functionality of existing features at irregular intervals. The availability of new features is communicated to the email address specified during the registration at least 5 working days prior to the scheduled availability.

The amendment of existing functions will be communicated to the email address specified during the registration at least 15 working days before the planned change by e-mail.

Working days are the weekdays Monday to Friday with the exception of statutory holidays in Austria. This definition also applies to other occurrences of the term "working day" in this agreement.

### 3. Ineffectiveness of individual provisions of this agreement

Should individual provisions of the contract be invalid or unenforceable, the invalid provision with contracts shall be replaced by a valid provision which reflects the economic purpose of the invalid provision.

### 4. Rights in the performance, data protection

Data.mill has no rights to the delivered data or results of the licensee. Neither the data nor the output results of the functions are stored by data.mill any longer than required for the execution of the function.

The server systems operated by data.mill are without exception on European Union territory and are solely administrated by data.mill employees.

Communication with the data.mill systems exclusively takes place in an encrypted fashion. It is the responsibility of the licensee to verify whether or not the encrypted communication certificates are trustworthy and so for example thwart "Man-in-the-middle" attacks.

### 5. Maintenance

Maintenance work on data.mill systems is carried out at irregular intervals. Despite the use of backup systems, a brief system unavailability during maintenance can not be ruled out. data.mill communicates scheduled maintenance regularly in a dedicated section on its website and also offers the means of notification of planned maintenance via email at least 5 working days prior to the scheduled maintenance free of charge.

## 6. System Availability

data.mill guarantees a system availability of 98.5% of the time over an observation period of 12 months. Exempt from this are outages caused by natural disasters, accidents, terrorist attacks, criminal acts, hardware failure, errors in software or services from third parties and other cases of force majeure.

## 7. Troubleshooting

Problems installing or using the /data.mill functions can only be reported electronically by creating a ticket in the data.mill support ticket system. The description of the problem has to be done in either German or English language. data.mill will react latest on the next business day. The data.mill Support responds to incoming support tickets in English or German language corresponding with the language used for opening the ticket.

## 8. Duties of the Licensee

The licensee agrees that the software and related protocols will not be analysed by decompiling or similar mechanisms and will not develop related software products or make analysis results available to third parties that are developing similar software products or have the intention to do this.

The licensee also agrees not to cause an outage of the data.mill systems by targeted overloading (denial of service attacks, distributed denial-of-service attacks).

## 9. Price adjustments

The licensee acquires Credit Packages at authorized /data.mill distributors. The licensee receives a license code (coupon) for entering into the /data.mill-System (eg /data.mill for Microsoft Excel) or the credits are directly added to their account at the purchase of Credit Packages. These Credit Packages are depleted by the use of /data.mill functions. Every function has its corresponding price in Credits. data.mill reserves the right to change the amount of Credits each individual existing functions costs. The new price will be published four weeks before coming into effect via email. For newly established functions

The designated Credit price will be published together with the information on the availability of the new function. Functions in their introduction phase ("beta") may be temporarily offered free of charge rendering the aforementioned 6-months-rule ineffective. Here data.mill can set the price after the end of the launch phase and must announce this at least 5 working days before the start of the paid use via e-mail.

Price adjustments of Credit Packages acquired at authorized /data.mill distributors are not part of this license agreement.

## 10. Liability and compensation

Business owners have to accept ("release") delivered or obtainable services in writing no later than 14 days after delivery or preliminary acceptance of a partial service by data.mill. Any defects have to be reprimanded in writing. In case of delayed acceptance or using the services in real operation the services count as accepted.

Hidden defects which appear after the expiry of 14 days, but within 6 months from the handover must be reported by business owners also within 14 days of recognition.

The complaint of the business owner has to describe the defect in detail and comprehensively. In case of defects that do not occur continuously, the exact times and conditions of occurrence of defects must be indicated.

In case of late complaint of defects by business owners the assertion of warranty and claims for damages and the right to challenge errors due to defects are excluded.

Consumers are asked, for means of easier verifiability, to check all services and deliveries immediately and to report and justify any defects in writing as soon as possible.

Claims for damages, except in the case of personal injury, are excluded, unless in contracts with business owners they are not due to blatant gross negligence or intent respectively in contracts with consumers not due to gross negligence or intent by data.mill. In particular damages are excluded whose causes lie in errors of results of third parties (eg, map service provider).

Claims for damages of business owners expire in six months from knowledge of the damage, but in any event after three years from the act of infringement.

A burden of proof to the detriment of data.mill is excluded for contracts with business owners. In particular, the existence of the defect at the time of delivery, the time of discovery of the defect, the timeliness of the complaint and the presence and the degree of the fault is to be proven by the licensee.

#### 11. Revocation and Return

Purchased Credit Packages can only be returned as long as they have not yet been redeemed and are thus credited to the account. The return and credit needs to be clarified with the /data.mill partners, with which the licensee has acquired the Credit Package.

#### 12. Discontinuation of services

data.mill reserves the right to discontinue the IT services necessary for running /data.mill without giving reasons. This relates both to the individual functions and the overall service. data.mill is obliged to publish the intent of termination of services at least 3 months prior both via email and on <https://datamill.solutions> as well as on the support website.

#### 13. Applicable Law

Austrian law applies. The provisions of the CISG do not apply.

#### 14. Jurisdiction

As the place of jurisdiction for all disputes the factually competent Austrian court in Salzburg is agreed. data.mill is also entitled to take legal action at other locations.

As of 15.11.2017