

Terms of Use for con terra Data Services

con terra Data Services are copyright-protected online services provided by **con terra GmbH Germany (hereinafter referred to as "con terra")**. con terra is the owner and holder of all rights to **con terra Data Services**, including all online platforms, software, documentation, or services available at <https://dataservices.conterra.de>, all successor URLs controlled by con terra or its affiliates, and the associated technical support. **By clicking "Accept" or otherwise accessing or using con terra Data Services, you agree that these Terms are enforceable and legally binding between you and con terra, just like any written agreement you have signed.** If you do not agree to any of the Terms, you may not use **con terra Data Services**. If you use **con terra Data Services** on behalf of a company or other legal entity, you agree that you are authorized to accept these terms on behalf of that legal entity.

All con terra Data Services offer specific data transformation services based on con terra Technologies in combination with FME technology, as described on the service's home page.

The licensor is entitled to update, further develop, or revise the execution and content of the product at any time, both technically and functionally. Revised or updated versions are subject to the same license and usage terms as the originally provided product.

1 Use of online services

You may only access and use the online services in accordance with the terms of use. You may access the online services via the interface(s) provided and in compliance with applicable laws, including data protection laws and regulations.

con terra is entitled to suspend or discontinue the provision of the online services in whole or in part if there is an objectively justified reason for doing so. This applies in particular to: serious violations of these Terms of Use by the customer, danger to the security or stability of the online services, official orders or legal obligations.

Where possible, con terra will inform the customer in advance of the intended measure with reasonable notice. In urgent cases, the suspension may also take place without prior notice.

You agree not to knowingly: (a) use devices, software, or techniques that interfere with or attempt to interfere with the proper functioning of the online services or attempt to interfere with it, or take measures that could damage, deactivate, overload, or impair the infrastructure of the online services or the con terra network; (b) publish content

that infringes the intellectual property rights of another party, or content that is unlawful, fraudulent, harassing, defamatory, or obscene; (c) publish or send to the online services any information that contains viruses, bugs, or other harmful elements; (d) copy any part of the online services to distribute, derive products from them, reverse engineer them, or use the online services in any other way that is not permitted by these terms and conditions; (e) attempt to gain unauthorized access to software, other user accounts, computer systems, or networks connected to the infrastructure of an online service through hacking, password mining, or any other means; (f) take any action that may interfere with the use and enjoyment of the online services by any other party; or (g) obtain or attempt to obtain any materials, services, or information through any means not intentionally made available through the online services; (h) resell, market, or rename the online services as a standalone application or service.

con terra will use commercially reasonable efforts to make the Online Services available, except for: (i) scheduled downtime, which con terra will notify you at least eight hours in advance by email; or (ii) unexpected or unplanned downtime of all or part of the Online Services, including system failures or other events beyond con terra's control. You acknowledge that certain components of the Online Services are provided by third parties, including, but not limited to, Safe Software Inc.

and Amazon.com Inc., and are beyond con terra's control.

If you have technical questions regarding the use of the Online Services, please contact sup-port@conterra.de. Technical support is not included in the Online Services. It may be offered optionally based on a separate service agreement.

This license automatically terminates upon expiration or cancellation of the subscription.

2 Your user account

To access the online services, you must register for a user account. You agree to provide accurate and complete information for registration. It is your responsibility to notify con terra of any changes to your registration data or to change it by logging into your user account. You are responsible for all activities that take place under your user account. con terra is not responsible for unauthorized access to your user account. You agree to keep your password confidential and to notify con terra immediately if your password is compromised or no longer secure.

3 Your content

The online services allow you to transfer, use, modify, and publish your workspaces, data, and other content (collectively, "your content"). You retain ownership of all intellectual property rights you have in your content. You agree that con terra may use your content for the limited purpose of providing and operating the online services. You are solely responsible for all matters relating to the privacy of your content. con terra is not restricted in developing workspaces and other components with similar functions to your content.

con terra will ensure that appropriate and suitable measures are taken

to assist you in protecting your content. You acknowledge that your content may be stored on a server belonging to con terra or a third-party provider anywhere in

the world, unless you have entered into a separate written agreement with con terra specifying a particular server region. You acknowledge that the Internet is a global computer network and that all information transmitted to the online services is necessarily forwarded to con terra via third-party computers. con terra is not responsible for security breaches on the Internet and accepts no liability for the misuse of your content by third parties.

4 Trademarks & Copyright

"FME" is a registered trademark of Safe Software Inc. and associated FME logos are trademarks and/or service marks of Safe Software Inc. All other brand names, product names, or trademarks belong to their respective owners.

All intellectual property rights in the specific online services are owned by con terra (except for the rights mentioned in point 4 above) or its licensors and are not transferred to you in any way as a result of your access to the online services. These Terms do not grant you any rights to use the trademarks, logos, or other brand features of con terra or its licensors that are not expressly stated in these Terms. You agree not to obscure, remove, alter, or manipulate any legal notices displayed in connection with the online services.

5 Software for the online services

Software provided through the online services is the copyrighted work of con terra or third-party licensors. con terra grants you a personal, worldwide, royalty-free, nontransferable, and non-exclusive license to use this software only in connection with the online services. You may not copy, modify, distribute, sell, or rent any part of the included software separately from the online services. You may also not reverse engineer or attempt to extract the source code of this software. **Without limiting the foregoing, copying or reproducing the included software to another server or location for further reproduction or redistribution is expressly prohibited.**

Some of the software products included in the online services may be offered under an open source license. Such open source license terms

apply in conjunction with these terms. However, if there is a conflict between these terms and the open source license terms, the open source license terms shall prevail.

6 Third-party content

If you use the Online Services in connection with content or applications provided by third parties, you agree to comply with the terms and conditions provided by those third parties. If third-party terms of use apply to a particular online service, they will be displayed during the registration process and must be accepted in addition to these terms by clicking a checkbox. You may not use the online services in connection with third-party content that has been licensed in a manner that could result in, or be interpreted or claimed to result in, the online services being subject to copyright provisions. The use of third-party content is at your sole risk.

The online services may contain links to other websites. Such linked sites are not under the control of con terra, and con terra is not responsible for the content of linked sites and does not endorse them. You must make your own independent assessment regarding your interaction with such linked websites.

7 Fees and payment

The online services are available on an annual subscription basis, as specified on the website of the respective online service. The subscription price will be invoiced to you in advance and all other applicable fees will be invoiced separately. For information about additional payment options for subscriptions, please contact fme@conterra.de.

8 Changes and termination con terra reserves the right to change the online services at any time and at its sole discretion. Features and offers may be added, removed, or deleted. Restrictions on use may be added or changed at any time with notification to you. In cases of restrictions on an online service due to

changes, you will receive a pro-rated refund of the fees paid in advance.

Either party may terminate your use of the online services by giving 30 days' written notice to the other party at the end of the month. con terra may terminate your use of the online services immediately and without prior notice if con terra believes that you are in breach of these terms and conditions, including, but not limited to, non-payment of fees. You remain liable for all fees incurred up to the effective date of termination, as well as for all obligations (e.g., claims for damages) that by their nature survive termination. con terra will not refund any fees paid in advance or subscription fees unless the termination is based on a breach of these terms and conditions by con terra. con terra reserves the right to change these terms and conditions if there is an objective reason to do so, in particular to adapt to legal, technical, or economic developments. Users will be notified of changes by email at least six weeks in advance. If no objection is received within four weeks of receipt, the changes shall be deemed accepted. This legal consequence is expressly pointed out. All amended terms and conditions will be published at <https://www.conterra.de/lizenz-und-nutzungsbedingungen>

9 Warranty

The online services and associated materials are provided by con terra in accordance with the current state of the art. To the extent permitted by law, con terra does not warrant that the online services will be uninterrupted, error-free, or functional in any particular manner. There is no assurance of suitability for a particular purpose **unless this has been expressly agreed in writing.**

con terra shall endeavor to remedy any recognized or reported defects within a reasonable period of time. However, there is no obligation to ensure permanent availability or error-free operation of the online services. Statutory rights in respect of defects remain unaffected, unless they are effectively restricted by these terms and conditions.

10 Liability

con terra, its partners, representatives, or executive employees are liable without limitation for damages resulting from injury to life, limb, or health based on an intentional or grossly negligent breach of duty, as well as for other damages attributable to intent or gross negligence.

In cases of simple negligence, the licensor shall only be liable for damages resulting from the breach of an essential contractual obligation (cardinal obligation), unless further liability is mandatory under statutory provisions. Essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely. In this case, liability is limited to the foreseeable damage typical for this type of contract.

Unless otherwise specified, con terra shall not be liable for incidental, special, indirect, or consequential damages of any kind, including, but not limited to: Lost profits, loss or damage to data, business interruptions, failure to transmit or receive data or information (including course instructions, assignments, and materials), damages resulting from the use or inability to use con terra Data Services or any third-party software, programs, or services in connection with con terra Data Services.

Liability under the mandatory provisions of the Product Liability Act remains unaffected.

The above limitations of liability shall also apply if con terra, its partners, representatives, or executives have been advised of the possibility of such damages.

Without limiting the validity of the foregoing and within the scope of the statutory provisions, con terra assumes no liability for data translated

by the online services or for losses arising from actions or omissions of third parties in connection with the online services.

11 Data protection

If and to the extent that personal data is processed in the course of use, this is done in accordance with the applicable data protection laws, in particular the GDPR. Additional information can be found in the privacy policy at <https://www.conterra.de/datenschutzhinweise>.

12 Right to regulate

You acknowledge that con terra has the right, but not the obligation, to monitor the online services and to disclose any information necessary to operate the online services and to comply with legal obligations or regulatory requirements.

13 Final provisions

13.1 Form

Amendments or additions to this agreement and this written form requirement, the assurance of characteristics and guarantees must always be made in writing to be effective. A digital signature within the meaning of § 126a BGB fulfils the written form requirement.

13.2 Application of law

The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

13.3 Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with these license and usage terms is Münster (Germany).

13.4 Language and legal validity

This document is a translation of the German original „Nutzungsbedingungen für con terra Data Services“. It is provided for convenience only. In the event of any discrepancies or interpretation differences between this translation and the German version, the **German-language original shall prevail**. The German version is available at <https://www.conterra.de/lizenz-und-nutzungsbedingungen>