

**Trial agreement for a test / demo system**

**Version 1.0**

**Valid as of 1st October 2022**

Rechtlicher Hinweis

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## 1 Definition

„Arvato Systems“ is Arvato Systems GmbH, Reinhard Mohn Straße 18, 33333 Gütersloh.

## 2 Subject matter of the agreement

- 2.1 Arvato Systems grants customer and its users free access to the demo system based on these terms for internal testing purposes for the duration of the trial period.
- 2.2 Arvato Systems may, at its sole discretion, limit the number of accessing users („Authorized Users“). Customer shall be fully liable for the use of the system by Authorized Users and shall ensure that the Authorized Users are aware of and comply with all the restrictions set forth in this agreement.

## 3 Term

- 3.1 The test period begins with granting access to the demo system.
- 3.2 The trial agreement may be terminated informally at any time during the test period by Arvato Systems or the customer. Arvato Systems may terminate the agreement by blocking access to the system.

## 4 Remuneration

- 4.1 The system is available to customer free of charge during the trial period.
- 4.2 The customer has not claim to support, maintenance and a certain system availability.

## 5 Copyright

- 5.1 Arvato Systems grants the customer and Authorized Users a non exclusive, non transferable right to use the systems order to test the suitability of the system for the customer´s purpose during the test period.
- 5.2 The customer is not entitled to use the system to a greater extent than is necessary for testing the system. In particular, the Customer is prohibited from a. making copies – with the exception of a single back up copy – of software components of the system that are not required for use in the context of the test, b. using the system for its productive environment, c. modifying the software components of the system , d. decompiling or disassembling software components of the system or engaging in any other form of reverse engineering, e. G. accessing the source code of software components of the systems (with the exception of cases pursuant to clause 5.4), f. to make software components available to third parties (except for Authorized Users) g. to obscure or alter copyright notices of Arvato Systems and its licensors.
- 5.3 If the use of the system requires the use of software to which third parties hold rights (open source components - „OS software“). Arvato Systems will provide information about such OS software in OS documentation/copyright information that is available in the system.
- 5.4 Unless explicitly stated otherwise in the OS documentation OS software is subject to the license terms of the author of the OS software.
- 5.5 In the event of OS software that is delivered in binary code and whose license terms give the customer the right to access the source code, this can be provided to the customer at any time and free of charge. Alternatively, Arvato Systems may also inform the customer where

the source code can be obtained. The offer to provide the source code applies to anyone who receives this information.

- 5.6 OS software is provided by its authors free of charge and without warranty of any kind. Authors of OS software release themselves from any claim that may arise from its use. The customer waives the right to assert any rights against the authors of the OS software and against Arvato Systems.

## **6 Warranty**

Arvato Systems is liable for defects only if Arvato Systems has fraudulently concealed the defects.

## **7 Liability**

Arvato Systems is liable only for intent and gross negligence acts.

## **8 Notice on data protection**

- 8.1 Arvato Systems points out that the entry of personal data within the meaning of the GDPR is not required to test the demo system. Granting access to the system does not constitute commissioned processing within the meaning of the GDPR.
- 8.2 Arvato Systems recommends to enter only test data/dummies in to the system in order to exclude the possibility of personal data being stored on the systems of Arvato Systems and its service providers.
- 8.3 Arvato Systems is not liable for damages incurred by the customer due to non-compliance with data protection laws.

## **9 Amendments**

This Agreement may be amended by Arvato Systems at any time. The amended Agreement shall take effect as of the date on the cover sheet ("Valid as of..") of the amended Agreement

## **10 Sonstiges**

- 10.1 All disputes arising from or in connection with this Agreement shall be governed exclusively by the laws of the Federal Republic of Germany applicable to domestic parties.
- 10.2 The application of the UN Convention on Contracts for the International Sales of Goods is excluded.
- 10.3 The place of jurisdiction is the registered office of Arvato Systems.

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Dokumenteigenschaft	Wert
Klassifizierung	ÖFFENTLICH
Status	Freigegeben
Besitzer des Dokuments	NM-L, Arvato Systems GmbH
Autor	NM-L, Arvato Systems GmbH