

UNIPARK

End-user conditions for participation in the Unipark Program of Tivian XI GmbH

These "End-user conditions for participation in the Unipark Program of Tivian XI GmbH", referred to in the rest of the document as the "**Participation Conditions**" – apply to your participation in the Unipark Program from Tivian XI GmbH – referred to in the rest of the document as "**Tivian**" – and to the licensing and usage of Tivian's EFS Survey online survey software – referred to in the rest of the document as "**Online Services**" – by you – referred to in the rest of the document as the "**User**".

1. Validity of these Participation Conditions

These Participation Conditions are a binding element of the contract between the User and Tivian in relation to the former's usage of the Unipark License, and apply as soon as the User begins accessing the Online Services.

2. License for the usage of the Online Services; Addressed audience

2.1 Within the terms of the Unipark Program, Tivian offers persons and institutions in the academic sector use of the Online Services for purely academic and non-commercial research purposes at a reduced price, according to the following stipulations.

2.2 The Online Services are offered on a time-limited subscription basis (rental license) in accordance with the terms of these Participation Conditions.

2.3 Participation in the Unipark Program is limited exclusively to persons and organizations connected to – or employed by – a public or private higher education institution (e.g. as an enrolled student, employee or professor). Only persons and organizations that meet this definition are authorized to use the Online Services within the context of the Unipark Program.

2.4 The prerequisite for the use of the Online Services is the purchase of the relevant license – referred to in the rest of the document as a "**Unipark License**" – by the User. Different Unipark Licenses and free Test Accounts are available within the terms of the Unipark Program.

- The **Unipark Student License** can be used by a person from the academic sector (student, graduate, post-graduate, lecturer or university employee). It enables this person to use the Online Services for the execution of a single survey with up to 2,000 participants, within the usage period defined in the terms of the contract.
- The **Unipark Professor License** can be purchased by authorized users of a Unipark Student License (see above), as well as holders of a university professorship (for use by the professor, and his/her employees or students); it allows the Online Services to be used for the execution of up to 25 concurrent surveys, each with a maximum of 10,000 participants, within the usage period defined in the terms of the contract. As group leader, the User can create additional teams or employee accounts.
- The **Unipark Institute License** can be purchased by authorized users of a Unipark Professor License (see above) as well as by an institute or faculty of a university (in this case for usage by institute members); it allows the Online Services to be used for the execution of up to 100 surveys, each with a maximum of 10,000 participants, within the usage period defined in the terms of the contract. As group leader, the User can create additional teams or employee accounts.

- The **Unipark Campus License** can be purchased by authorized user as described in section 2.3; it allows the Online Services to be used for an unlimited number of surveys with a maximum of 10,000 participants, within the usage period defined in the terms of the contracts. As group leader, the User can create additional teams or employee accounts.

- The Unipark Test Account provides a person from the academic sector (student, graduate, post-graduate, lecturer or university employee) with temporary access to the Online Services for their own internal testing purposes. Access to and usage of survey data (especially for additional processing) that is not solely related to the internal testing process is not permitted.

2.5 If the User is unsure whether his or her usage of the respective Unipark License is authorized, he or she must notify Tivian in advance.

3. Licensing Scope

3.1 The use of the Online Services within the terms of the Unipark Program is restricted exclusively to purely academic and non-commercial university research. The relevant requirements are that:

- the research is public and builds on academically sound theories,
- the survey questionnaire is founded on academically sound principles,
- the results of the research project are to be published in academic circles and that
- the research project is not funded by a third-party.

3.2 According to the terms set out in Paragraph 3.1, the use of the Online Services for the following purposes is strictly prohibited:

- Foundational research- and/or practical research projects (referred to as "research projects") commissioned by businesses, public bodies and/or non-profit organizations;
- Research projects, the results of which are intended for commercial use in whole or in part, either by the User or a third party;
- Research projects conducted for individuals or third parties for their own internal purposes

If the User is unsure whether his or her usage of the respective Unipark License is authorized for a particular project, he or she must notify Tivian in advance.

4. Restrictions applying to the use of the Online Services

4.1 The Unipark Student License and the Unipark Test Account are specific to the User and may only be used by that specific person (a single named individual). Otherwise, the User may only provide access to the Online Services by opening accounts for persons within the addressed audience, as defined in Paragraph 2. Accounts may only be allocated to employees or members of the university that has purchased a Unipark License. Exceptions include persons (e.g. from other universities) participating in the project being conducted. These persons are permitted to have access to a project-specific account for the duration of the project.

4.2 The User is responsible for ensuring that the Online Services are utilized according to the Participation Conditions.



5. Usage restrictions

- 5.1 Under no circumstances may the User rent, resell or transfer his usage rights under the terms of these Participation Conditions, or make them available in any other way, either directly or indirectly, to third parties, or charge the usage of the Online Services to a third party.
- 5.2 If the User under no circumstances may the User modify, change, reverse engineer, translate, or forward the source code of the Online Services or any part thereof, or sell, lend or license any of the materials made available to the user by Tivian.
- 5.3 The usage rights defined in the contract are limited to the object code within the software. The User has no claim over the software's source code.
- 5.4 Tivian reserves the right to inspect, block and/or delete content and emails containing computer viruses or malicious code, or spam emails or spam content, within the context of the User's statutory rights.

6. Breach of contract, misuse of the Online Services; Tivian's right of inspection

- 6.1 If the User uses the Online Services beyond the terms of the supplied Unipark License, Tivian reserves the right to charge the User for at least the commercial license price of the Online Services, backdated to cover the entire breach of contract period. Further claims of Tivian are reserved.
- 6.2 Tivian reserves the right to terminate the User's usage of the Online Services and withhold access to them in the event that Tivian identifies any kind of misuse, breach of contract or breaking of relevant laws, rules or guidelines. In such cases, Tivian is not required to compensate the User for the withdrawal of services in any way.
- 6.3 At Tivian's request, the User will supply any and all information required by Tivian to determine whether the use of the Online Services meets the terms of the User's contractual obligations.

7. Content of the Online Services

- 7.1 The Online Services covered by the contract are made available by Tivian in the form and with the functionality that they are always delivered.
- 7.2 Within the context of the following procedure, Tivian reserves the right to make changes to the Online Services, including the right to improve or remove specific functions of the Online Services. Tivian will communicate these changes to the User via email as quickly as possible, and before their planned implementation. If the User does not object to the changes within one month of the email notification being sent, the changes will be treated as having been effectively agreed upon beyond this date. If the User objects to the changes, and Tivian considers that it is not possible or reasonable to continue to provide access to the Online Services in their unchanged state, Tivian reserves the right to terminate the provision of the Online Services.

8. Provision and availability of the Online Services

- 8.1 The User hereby agrees and accepts that Tivian has the right to supply all or part of the Online Services via one or more Tivian Group companies, or via a supplier.
- 8.2 Tivian reserves the right to conduct maintenance or upgrade work on the Online Services (including version upgrades, etc.). This may mean that the Online Services are temporarily unavailable, and may become so at short notice.
- 8.3 Tivian may monitor the use of the Online Services by the User on an anonymized basis for statistical, support, development, and misuse prevention and protection purposes.
- 8.4 Tivian will make reasonable efforts, either via telephone or in writing, to support the User in solving specific problems associated with his or her usage of the Online Services. It is possible that not all problems or disruptions will be successfully addressed in this way.
- 8.5 Technical support will only be provided for countries in which the Online Services are officially available.

9. Temporary Usage Restrictions

- 9.1 Tivian has the right, even at short notice, to take reasonable measures to secure the stability, performance and/or security of Unipark servers. These measures can cause temporary usage restrictions, such as a temporary deactivation of a survey and/or an account.
- 9.2 Tivian will, as far as possible, take into account the legal rights of Users when making decisions about the measures defined in Paragraph 9.1, to inform the Users affected by the proposed measures as quickly as possible, and to do everything that it reasonably can to lift usage restrictions as quickly as possible.

10. Obligations, promises and responsibilities of the User

- 10.1 The User is obliged to follow all relevant laws and statutory regulations at all times, especially in terms of direct marketing and mass circulation.
- 10.2 When using the Online Services, generated distribution lists, survey content, emails, data and all other content and results created via the use of the Online Services remain the property of the User. The User is directly responsible for all content that he or she distributes through his or her use of the Online Services. All content must meet the applicable legal and statutory regulation requirements.
- 10.3 The User guarantees that his or her content does not contravene any applicable laws, regulations or infringe upon the rights of third parties (including plagiarism laws), or contain defamatory content ("inappropriate content").
- 10.4 The User agrees to compensate Tivian for any claims, demands, costs (including reasonable legal costs), expenses, losses and liabilities, that Tivian suffers as the result of a lawsuit or allegation that involves inappropriate content or infringes the rights of third parties. Paragraph 10.4 is also valid after the contract ends.
- 10.5 The User is obliged to delete all data and content arising from his or her usage of the Online Services, and that of other authorized users from the Tivian database as soon as the contract ends. Tivian can assist with the deletion of data from the database upon the agreement of a suitable fee between the two parties.

11. Duration of the Unipark License

- 11.1 The initial duration of the Unipark License is defined by the timeframe selected by the user when he or she signed up for the subscription. When in doubt, the following initial timeframes apply:
 - Unipark Student license: 3 months;
 - Unipark Professor License: 6- or 12-months depending on the License selected;
 - Unipark Institution License: 6- or 12-months depending on the License selected.
- 11.2 Every Unipark License is automatically extended at the end of the initial period for the same amount of time, as long as it is not actively cancelled before the end of the respective initial or extension period.
- 11.3 The free Test Account runs for a period of two weeks. At the end of this period, the Test Account is automatically transferred to a fee-based License as long as it is not actively cancelled before the end of the respective initial or extension period.

12. Confidentiality

- 12.1 Tivian will never supply information or data generated via the use of the Online Services to a third party, and never use User data without express written consent, unless it is allowed or required in order to fulfill legal requirements, or required for the completion of a contract. These limitations also apply after the end of the contract.
- 12.2 Tivian and the User will treat all business information received in connection with the contract and the provision of the Online Services between each partner in the strictest confidence, including the price and content of the contract.



13. Data protection

13.1 The Parties will enter into a separate contract according to GDPR (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) Article 28. Such contract will be referred to as "Data Processing Agreement" or "DPA" and will govern Tivian's processing of personal data on behalf of the Customer.

14. Liability; Liability limitations

14.1 Tivian has unlimited liability:

- for intentional (incl. fraud) or gross negligence,
- for injury to life, body or health and
- in terms of the provisions of product liability law.

14.2 Irrespective of Paragraph 14.1. Tivian is only liable for negligence in terms of neglect of contractual duties, that is neglect of duties, that are only enabled by the fulfillment of the proper operation of the contractual relationship, and that the User can be expected to rely on regularly ("cardinal duty"). In the event of a minor negligence regarding a cardinal duty, Tivian's liability for such damages is limited, if they can typically be expected to occur within the context of the applicable contractual relationship ("predictable contractual damages").

14.3 In the event of a liability described in Paragraph 14.2, Tivian's liability within the terms of the relevant contractual relationship is limited to the amount of EUR 50,000 per damages claim, and EUR 100,000 in total.

14.4 The liability limitations described above are also applicable in cases where legal representatives, officers or other representatives of Tivian are at fault, as well as where an employee is personally liable.

14.5 The liability for data loss is limited to the effort required to recover the data using standard data backup processes (daily backup performed by the User).

15. Archiving of Inactive Surveys

15.1 In order to improve performance for the User area in particular, Tivian has the right to archive survey projects and comparable projects that have not been active for a period of at least 24 months.

16. Severability Clause

16.1 Should any provision of these Participation Conditions be ineffective or unenforceable, or contain a loophole that requires interpretation, the validity of the other provisions contained herein is unaffected. The unenforceable or missing provision will be replaced by the nearest applicable, legally enforceable and contract-relevant rule.

16.2 Notwithstanding the contents of Paragraph 16.1, both contract partners agree that they will treat each other with trust and good faith when it comes to replacing an invalid, erroneous or unenforceable provision with one that is valid and enforceable. This new provision should, as far as is possible, reflect the perspectives of both parties in relation to the original provision.

17. Place of fulfillment, choice of law and jurisdiction

17.1 The sole place of jurisdiction is Tivian's registered office. If nothing else has been agreed, the registered office of Tivian is also the place of fulfillment.

17.2 The contractual relationship is subject to the law of the Republic of Germany, within the context of the UN convention on contracts.