

KNIME GmbH

General Terms and Conditions for Public Workshops

1. Scope of application

1.1 The KNIME Software ("KNIME") is an open source modular data exploration software enabling the users to create visual data flows, selectively execute steps of analysis, and investigate the results through interactive views on data and models. KNIME is available for download under <www.knime.org/downloads>.

1.2 KNIME GmbH, Reichenaustr. 11, 78467 Konstanz Germany ("KNIME") provides workshops for the use and further development of KNIME ("KNIME Workshop").

1.3 These General Terms and Conditions amend and govern the conclusion, content and performance of contracts with respect to the participation in the KNIME Workshops as well as the use of the materials and data provided in connection with the KNIME Workshops. These General Terms and Conditions embody the entire agreement with regard to the subject referred to herein, unless additions or modifications are made by mutual written agreement.

1.4 These General Terms and Conditions shall be deemed to have been accepted upon the applicant submitting an application form for the participation in a KNIME Workshop ("Applicant").

2. Application and participation

2.1 Advertisements for KNIME Workshops do not constitute a binding offer, instead the Applicant's application for a KNIME Workshop constitutes a binding offer.

2.2 The application for a KNIME Workshop requires the completion of an application form, including all required information, signature and submission per fax to the fax number indicated in the application form.

2.3 KNIME expresses its acceptance of an application by issuance of a participation confirmation. The Applicant is entitled to participate in a KNIME Workshop upon KNIME's acceptance and receipt of the full payment of the indicated KNIME Workshop fee ("KNIME Workshop Fee") 25 days prior to the start of the KNIME Workshop.

3. Content and use of KNIME Workshop

3.1 The KNIME Workshops have either the character of user workshops, teaching the use of KNIME applications, or the character of developer workshops, teaching the further development of KNIME. For both types of KNIME Workshops, no representations or warranties are made as to a particular content or the suitability of the KNIME Workshop for a particular purpose.

3.2 KNIME publishes a program specifying the content of each KNIME Workshop. However, KNIME reserves the right to modify the program at its own discretion at any time and is not required to notify the Applicants to the respective KNIME Workshop of such modifications, unless the character of the KNIME Workshop as described in 3.1 above is changed.

3.3 The following is included in the KNIME Workshop Fee:

- Lecturing and moderation of KNIME Workshop;
- provision of computer work station for use during KNIME Workshop;
- supply of accompanying documentation and exercise material at KNIME Workshop ("Documentation").

NOT included are travel, meals and accommodation, unless explicitly indicated in the KNIME Workshop program.

3.4 The Documentation is for the Applicant's personal use or the further development of KNIME, but shall not be copied, published, distributed, amended, used for the provisions of workshops or for any other purpose, unless specifically authorised in writing by KNIME before such use.

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4. Cancellation and non-appearance

4.1 KNIME is entitled to cancel a KNIME Workshop at any time for any reason with 15 calendar days prior notice. In the case of an illness or accident of the lecturer of the KNIME Workshop or reasons beyond KNIME's control, such as weather conditions of particular intensity, war, strike, disruption of services of third parties, force majeure etc., KNIME is entitled to cancel a KNIME Workshop at any time without prior notice. In both cases of cancellation by KNIME, KNIME will refund the KNIME Workshop Fee already paid by the Applicant, but KNIME will not be liable for any further damages, such as travel or accommodation costs already incurred, cancellation fees or loss of earnings of the Applicant.

4.2 The Applicant may cancel the application via e-mail, fax or mail. If KNIME receives the Applicant's cancellation 20 calendar days prior to the date of the KNIME workshop, KNIME will fully refund the KNIME Workshop Fee already paid. For any cancellations received thereafter, the refund is reduced by the amount of the costs effectively incurred to KNIME in connection with the processing and cancellation of the application of the Applicant, but by at least 25%.

4.3 If the Applicant has not cancelled, but does not attend the KNIME Workshop in full or in part, irrespective of the reason therefore, there will be no refund of the KNIME Workshop Fee, nor any entitlement to participate in a later KNIME Workshop.

5. Intellectual property rights

KNIME and the Documentation are protected by copyrights and/or other proprietary rights owned by KNIME or its licensors. The Applicant's right to make use of the Documentation is set forth in section 3.4 above.

6. Liability

KINME is responsible for the due performance of the KNIME Workshop. Any further liability of KNIME is hereby waived to the extent as permitted by law. KNIME'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 application to a KNIME Workshop or the participation in a KNIME Workshop, loss of data, damage of data, damage to computer systems, functional disruption of computer systems, damage or loss of profits due to wrongful analysis or results following the use of KNIME, Documentation or content of the KNIME Workshop.

7. Data protection

KNIME complies with the applicable German data protection laws. The Applicant agrees that KNIME may transfer the Applicant's personal data to selected third parties in connection with the performance of the KNIME Workshop. If such third parties are based outside of Switzerland and the EEA, KNIME ensures an equivalent level of data protection. Further, the Applicant agrees to KNIME using the Applicant's personal data for its own marketing purposes.

8. Applicable law and jurisdiction

Substantive German law is applicable to the present contractual relationship between the Applicant and KNIME. **Place of jurisdiction for all legal disputes arising shall be the city of Konstanz/Germany.** KNIME is, however, entitled to take legal action before any competent court at the domicile or the registered offices of the Applicant.