

1. Scope of application

1.1. The KNIME Software ("KNIME Software") is 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. The KNIME Software is available for download at www.knime.org/downloads.

1.2. KNIME Inc., 11801 Domain Boulevard, 3rd Floor, Austin Texas 78758 USA ("KNIME") provides workshops for the use and further development of KNIME ("KNIME Workshop") and other events around the KNIME Software ("Events"), each a "KNIME Activity" or together "KNIME Activities").

1.3. These General Terms and Conditions amend and govern the engagement, content and performance of contracts with respect to the participation in the KNIME Activities as well as the use of the materials and data provided in connection with the KNIME Activities. These General Terms and Conditions embody the entire agreement with regard to the registration for a KNIME Activity, 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 submission of a completed registration form for participation in a KNIME Activity ("Registrant").

2. Application and participation

2.1. Advertisements for KNIME Activities do not constitute a binding offer; instead a registration for a KNIME Activity constitutes a binding offer.

2.2. Registration for a KNIME Activity requires the completion of a registration form, including all required information, signature, payment of applicable fees and submission to KNIME via Eventbrite or other registration portal or process for the KNIME Activity.

2.3. KNIME expresses its acceptance of a registration by issuance of a participation confirmation or, if registered through Eventbrite or another registration portal, by issuing an event ticket. The Registrant is entitled to participate in the KNIME Activity upon KNIME's acceptance and receipt of the full payment of the applicable fee ("KNIME Registration Fee") 25 days prior to the start of the KNIME Activity.

2.4. If the Registrant also would like to attend specialized KNIME Workshops or Classes offered in conjunction with the KNIME Event, Registrant may participate by selecting the specialized KNIME Workshop or Class offered as part of the registration process and by paying the additional KNIME Registration Fees via the Eventbrite site or other registration portal or process. Please note that the fees for these additional KNIME Workshops or Classes are in addition to the KNIME Event Registration Fee. KNIME Workshops and Classes are not included in and are not covered by the KNIME Event Fee.

3. Content and use of KNIME Activities

3.1. A KNIME Workshop or Class is comprised of user workshops or classes teaching the use of KNIME applications.

3.2. A KNIME Event is comprised of talks and presentations

around the KNIME Software, proprietary applications, and use cases.

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

3.4. The following is included in the KNIME Event Fee: (a) lecturing and moderation of KNIME Event Workshops and (b) supply of accompanying documentation and exercise material at KNIME Event Workshop ("Documentation"). The content provided as part of any KNIME Activity as well as the Documentation collectively shall be referred to as the "Content" in this Agreement.

3.5. The KNIME Registration Fee for any KNIME Event does NOT include the Registrant's travel, meals and accommodation, unless explicitly indicated in the KNIME Activity program. That is, Registrants are responsible for paying for their own travel, meals, and accommodation costs in addition to the KNIME Event Fee or Activity Fee(s).

3.6. The Content is provided solely for the Registrant's personal end use or for the further development of KNIME, and shall not be copied, published, distributed, amended, shared, posted or used for the provision of user trainings or for any other purpose, unless specifically authorized in writing by KNIME before such use.

3.7. No representations are made as to the Content or the suitability of the KNIME Activity for a particular purpose. The Content is provided "AS IS".

4. Cancellation and Non-Appearance

4.1. KNIME is entitled to cancel a KNIME Activity at any time for any reason with 45 calendar days' prior notice. In the case of an illness or accident of the lecturer of the KNIME Activity or for other reasons beyond KNIME's control (such as weather conditions, war, strike, riot, disruption of services of third parties, force majeure or similar difficulties), KNIME is entitled to cancel a KNIME Activity at any time without prior notice. In all cases of cancellation by KNIME, KNIME will refund the applicable portion of the KNIME Registration 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 Registrant.

4.2. The Registrant may cancel a registration via e-mail, fax or mail. If KNIME receives the Registrant's cancellation 20 calendar days prior to the date of the KNIME Activity, KNIME will fully refund the KNIME Activity Fee(s), 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 Registrant, but by at least 25%.

4.3. If the Registrant has registered for but does not cancel and does not attend the KNIME Activity, in full or in part, irrespective of the reason therefore, there will be no refund of the KNIME Registration Fee, nor any entitlement to participate in a later KNIME Activity.

KNIME Inc.

General Terms and Conditions for KNIME Activities



5. Intellectual property rights

The KNIME Software and the Content are protected by international copyrights and/or other proprietary rights owned by KNIME or its licensors. The Registrant's limited right to make use of the Content is set forth in Article 3 above.

6. Limited Liability; DISCLAIMER OF LIMITED WARRANTIES.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ANY ACCESS TO THE KNIME SOFTWARE AND THE CONTENT IS PROVIDED TO REGISTRANT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND SO THE ABOVE EXCLUSIONS MAY NOT APPLY. KNIME'S LIABILITY IS WAIVED FOR DAMAGES OF ANY KIND EXCEPT AS EXPRESSLY PROVIDED IN ARTICLE 4 OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, FINANCIAL DAMAGE, PROPERTY DAMAGE AND PERSONAL INJURY IN CONNECTION WITH REGISTRATION OR ATTEMPTED REGISTRATION FOR A KNIME ACTIVITY OR PARTICIPATION IN A KNIME ACTIVITY, LOSS OF DATA, DAMAGE TO DATA, DAMAGE TO COMPUTER SYSTEMS, FUNCTIONAL DISRUPTION OF COMPUTER SYSTEMS, OR DAMAGE OR LOSS OF PROFITS DUE TO WRONGFUL ANALYSIS OR RESULTS FOLLOWING THE USE OF KNIME SOFTWARE OR CONTENT.

7. Data Protection

KNIME complies with applicable United States laws. The Registrant agrees that KNIME may use the Registrant's personal data: (a) by disclosing the Registrant's personal data to selected third parties as needed for registration, security, operation and conduct of the KNIME Activities and (b) KNIME own marketing purposes. Registrant is solely responsible for any other data that Registrant may provide or use in connection with the KNIME Activities or the KNIME Software.

8. Applicable law and jurisdiction

Texas law is applicable to this Agreement between the Registrant and KNIME. The Parties expressly agree that jurisdiction and venue for all legal disputes arising under this Agreement shall be the courts located in Austin, Travis County, Texas. KNIME is, however, entitled to take legal action before any competent court at the domicile or the registered offices of the Registrant. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

9. General.

9.1. Export Compliance. Registrant shall comply with the export laws and regulations of the United States as well as the country where the KNIME Software or the Content is

delivered or used. Under these laws, neither the KNIME Software nor the Content may be sold, leased or transferred to embargoed countries, other restricted countries, restricted end-users, or for restricted end-users.

9.2. U.S. Government Restricted Rights. The KNIME Software and the Content are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth in this Agreement. Contractor for KNIME Software and the Content is KNIME Inc., 11801 Domain Boulevard, 3rd Floor, Austin, Texas 78758 USA.

9.3. Assignment. Registrant may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of KNIME. Any attempted assignment in breach of this Section shall be void. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.4. Relationship of the Parties. KNIME and Registrant are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties.

9.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

9.6. Attorney's Fees. In any action related to this Agreement, if any Party is successful in obtaining some or all of the relief it is seeking or in defending against the action, the other Party shall pay, on demand, the successful Party's reasonable attorneys' fees and reasonable costs as awarded by a court of competent jurisdiction.

9.7. Amendment; No Waiver. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by the authorized representatives of Registrant and KNIME. Notwithstanding any language to the contrary therein, and except as set forth in Section 3.2, no terms stated in a purchase order or in any other order document shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided in this Agreement, remedies provided herein are in addition to, and not exclusive of, any other remedies available to a Party at law or in equity.

9.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to applicable law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

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