

Agreement

between

plista GmbH
Torstraße 33- 35
10119 Berlin
Germany

and

the downloading party

1. plista allows certain interested parties to download the „plista dataset“. For the usage and handling of this dataset the following rules must be accepted. By accepting this agreement the party warrants and represents that:

1. Neither the dataset itself, nor single information based or extracted from the dataset are passed to any third party. For any third- party disclosure a prior permission is necessary.
2. Usage of the dataset is exclusively for scientific purposes
3. The party does not infringe any applicable rights of plista or those of third parties e.g., but without limitation, copyrights, rights of trademarks or to a name
4. Any publication of results that derive out of scientific analysis of the “plista dataset” will only be of scientific purpose and will not pursue any other objective. Any publication will be made only in compliance with applicable data protection laws and follows the principle of data minimization.
5. The dataset has to be referred to as „plista dataset“ in scientific publications”
6. If contestants use the server made available by plista, contestants guarantee that they will only use the provided server for purposes of the challenge and will refrain from any usage that is not associated with the challenge. Any action on the server that is not associated with the challenge or the bare attempt to use it for any other purpose and any misuse will lead to the exclusion of the challenge. plista makes no warranties as to server availability. plista also reserves the right to assert claims of damage.

2. To the maximum extent permitted by law downloading party of the “plista dataset” agree to hold plista, its subsidiaries and affiliates and their respective directors, employees and assigns (collectively the released parties) harmless for any injury or damage caused or claimed to be caused by downloading, usage or publication, except to the extent that any death or personal injury is caused by the negligence of plista.

3. To the maximum extent permitted by law the party agree that plista are is hold harmless at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the party and/or breach of any warranty set forth herein.

4. By sending a short answer to the mail that contains this agreement, the downloading party accepts this agreement.

5. Downloading and usage of the “plista dataset” is only allowed if this agreement is accepted.

6. This agreement shall be governed by German law with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the International Private Law (IPR). If legally permitted the parties agree on the exclusive jurisdiction of the local courts in Berlin in respect of any disputes arising out of or in connection with this agreement.