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## 1 TERMS OF USE FOR FUN TRIAL VERSION

1.1 You must read these Akosim Terms of Use ("Terms") carefully. Akosim provides the FUN Trial Version to You and Your employees. These terms are entered into by and between Akosim and You, and You accept them by:

- (a) not using FUN Trial Version in any other manner; and/or
- (b) acknowledging agreement with these Terms. If You do not agree to all of these Terms, DO NOT use the Trial Version.

1.2 Akosim provides the FUN Trial Version. If You are using it on behalf of Your employer, You represent and warrant that You are authorized to accept these Terms on Your employer's behalf, and that Your employer agrees to indemnify Akosim for violations of these Terms.

## 2 YOUR OBLIGATIONS AND CONDUCT

2.1 In consideration of Your use of the Trial Version, You agree to:

- (a) provide accurate, current, and complete information about You as is prompted by a registration form on the Website and has to be confirmed by FAX (the "Registration Data");
- (b) maintain the security of Your password and identification;
- (c) maintain and promptly update the Registration Data, and any information You provide to Akosim, to keep it accurate, current and complete;
- (d) accept all risks of unauthorized access to information and Registration Data.

2.2 You agree that You will:

- (a) not use the Trial Version for commercial purposes;
- (b) not download or copy geographical data provided in the Trial Version and not try to obtain them in any other way.

### **3 CONFIDENTIALITY OF Akosim INFORMATION**

3.1 You may obtain access via the Trial Version to certain confidential information of Akosim, including without limitation technical, product, program and other valuable information that should reasonably be understood as confidential ("Confidential Information"). You must hold Confidential Information in strict confidence. Title to Confidential Information remains with Akosim.

3.2 Your obligations regarding Confidential Information expire five (5) years after the date of disclosure. Upon termination of the Terms or Akosim's written request, You must cease use of Confidential Information and return or destroy it.

3.3 The Terms impose no obligation upon You with respect to Confidential Information that You can establish by legally sufficient evidence:

(a) You possessed prior to Your receipt from Akosim, without an obligation to maintain its confidentiality;

(b) is or becomes generally known to the public through no act or omission by You, or otherwise without violation of the Terms;

(c) You obtained from a third party who had the right to disclose it, without an obligation to keep such information confidential;

(d) You independently developed without the use of Confidential Information and without the participation of individuals who have had access to it, or

### **4 CONTENT SUBMITTED TO Akosim**

Akosim does not claim ownership of the content You place in the Trial Version and shall have no obligation of any kind with respect to such content.

### **5 MODIFICATION AND TERMINATION OF SERVICES; AMENDMENT OF TERMS**

Akosim reserves the right at any time to modify, suspend or terminate the services (or any part thereof), and/or Your use of or access to them, with or without notice. Akosim may also delete, or bar access to or use of, all related information and files. Akosim will not be liable to

You or any third-party for any modification, suspension, or termination of the services, or loss of related information. Akosim may amend these Terms at any time by posting the amended terms on this Website.

## **6 DISCLAIMER OF WARRANTIES**

6.1 Your use of the Trial Version is at Your sole risk. The Trial Version is provided on an "as is" "as available" and "with all faults" basis. Akosim makes no representations, warranties, conditions or guarantees as to the usefulness quality, suitability, truth, accuracy or completeness of the Trial Version.

6.2 Akosim makes no warranty or representation that:

- (a) the Trial Version will be uninterrupted, timely, secure, or error-free;
- (b) the results that may be obtained from the use of the Trial Version will be accurate or reliable.

## **7 LIMITATION OF LIABILITY**

7.1 To the full extent permitted by law, Akosim is not liable for any direct or indirect damages arising out of or in connection with the Trial Version.

7.2 To the extent that any jurisdiction does not allow the exclusion or limitation of damages, portions of the above limitation or exclusion may not apply.

## **8 GENERAL TERMS**

8.1 The Terms constitute the entire agreement between You and Akosim relating to their subject matter, and cancel and supersede any prior versions of the Terms. No modification to the Terms will be binding, unless in writing and signed by an authorized Akosim representative.

8.2 German law govern any action related to the Terms and/or Your use of the Trial Version. You and Akosim agree to submit to the personal and exclusive jurisdiction of the courts located in Munich, Germany.

**Terms of Use**

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8.3 Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms.

8.4 Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or an expectation of non-enforcement. If any provision of the Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.