

Xplain Data Community Edition: Terms and Conditions

The following Terms and Conditions are for the use of the Community Edition of the following software modules from Xplain Data GmbH (hereafter: Xplain Data): ObjectAnalytics Database (XOA) and Data CausalDiscoverer (XCD) (hereafter: Software). Other Xplain Data modules are not covered by these terms.

License and Ownership

The Software is provided free of charge under a limited, non-exclusive, non-transferable license granted to the person downloading the Software (hereafter: Licensee) by XPlain Data. The Software is not sold and remains the intellectual property of Xplain Data. The Software is solely licensed for personal or internal business use.

For clarity, "internal business use" means usage within an organization for internal, operational purposes but excludes commercial usage as follows, i.e. resale, sublicensing, or redistribution. "Personal use" means the use by an individual for private, and non-commercial purposes.

The Software is available for free download and is exclusively licensed to the individual who initiated the download using their email address. Usage is restricted to the specified area. In case the individual is acting on behalf of a legal person, the Software is licensed to the legal person; the individual declares that he is authorized to conclude the license agreement on behalf of the legal person.

Xplain Data reserves the right to withdraw the provision of this Software at any time.

Scope

The Software modules and the scope of functions of the Software are described in the documentation made available on the following websites <https://community.xplain-data.com> and <https://docs.xplain-data.de>. Performance data and other software descriptions do not constitute a guarantee of specific properties of the Software.

Xplain Data reserves the right to limit the number of records and data usage of the Software. Licensee will be provided with at least 14 days' notice if significant restrictions affecting ongoing use of the Software are introduced.

Rights of use

The Software is restricted to be executed on servers with a maximum of 16 CPU cores per instance and used by one default user. Bypassing these limits via virtualization, clustering, or similar methods is prohibited. Xplain Data may monitor and enforce the compliance.

The Software is licensed to be used for a limited period as defined in the license file (e.g. 6 months). The license may be extended upon request and approval. Any repeated extensions

requires a new download of a license key.

The Licensee must not:

- Modify, reverse-engineer, decompile, translate, or create derivative works based upon the Software or any part thereof.
- Rent, lease, loan, sell, resell, or otherwise redistribute the Software, as a whole or parts thereof.
- Use the Software in any unlawful or malicious manner.
- Use the Software in any way after the termination of this license.
- Work for, consult, or be in any kind of relationship to a direct competitor of Xplain Data while actively using the Software. Direct competitors specifically include software vendors operating in the fields of Causal AI, Causal Discovery, Explainable AI, or similar fields. If there is uncertainty regarding whether a software vendor qualifies as a competitor, Xplain Data will provide verification upon request. This restriction applies only during active use of the Software and does not extend beyond the termination of the license, or termination of active use – whichever comes first.
- Disclose any information obtained from using the Software to employees, acquaintances or family members of Xplain Data's competitors as defined above.
- Share or distribute any log files or the content of such log files in details.
- Adjust the default user or develop an application that logs on via a middle layer under the default user to serve multiple users.

Non-Disclosure of Confidential Information

Confidential Information: All confidential information must be kept strictly confidential, especially trade secrets and proprietary data. This obligation does not apply to information that is:

- (i) already known at the time of disclosure;
- (ii) publicly available;
- (iii) lawfully obtained from a third party without confidentiality obligations;
- (iv) required to be disclosed by law or official order. If legally permissible, prior notice should be given, and disclosure minimized.

Limited Sharing: Confidential information may only be shared with employees, consultants, or service providers if necessary for service use, and they must adhere to the same confidentiality obligations.

No Reverse Engineering: Reverse engineering, including observing, testing, examining, or disassembling, is strictly prohibited unless required by law. Any obtained knowledge must remain confidential.

Security Measures: Confidential information must be stored securely, protected against unauthorized access, and not transmitted externally unless necessary for service use. Any security breaches must be reported immediately.

Data Retention & Deletion: Confidential information must be deleted or returned upon termination of use. Copies may be retained only if legally required. Information in routine backups is considered deleted when removed through regular cycles and must not be restored or processed further.

Legal Compliance: Breaching confidentiality may result in legal consequences under applicable laws.

Duration: Confidentiality obligations remain in effect for three (3) years after termination of service use.

Updates and Support

The Software is provided "as is". The provision of updates, maintenance, or support with respect to the Software is at the sole discretion of Xplain Data.

Updates of the Software – if provided by XPLAIN Data - will be available through download from Xplain Data website, or a specified URL. Xplain Data aims to ensure compatibility with previous versions of the Software as far as possible. If this is technically not possible or requires additional effort, it is the responsibility of the Licensee to make appropriate adjustments to their environment to ensure continued operation of the Software.

Updates will be communicated via the Xplain Data community channels.

Users may use the community channel to ask questions and communicate issues. These community channels are available for free and does not constitute a professional service of Xplain Data. Xplain Data does not take responsibility for answers provided in this channel.

Processing of Personal Data

Xplain Data complies with the General Data Protection Regulation (GDPR) and other applicable data protection laws.

Xplain Data does not collect or process customer data during software operation, except for license-related information necessary for service provision. This data is stored and processed based on legitimate interest or contractual necessity.

In the future, Xplain Data may collect usage data and error reports to improve our services, but only with the user's explicit consent. Users have the right to access, rectify, or request the deletion of their personal data, as well as other rights under GDPR.

Users of the software are responsible for ensuring that their use of our software complies with GDPR and other relevant data protection laws. This includes obtaining necessary consents, implementing appropriate security measures, and ensuring that any personal data they process meets regulatory requirements. Xplain Data is not liable for any non-compliance by the customer in their own data processing activities.

Warranty Disclaimer

Xplain Data acknowledges that complex software is never wholly free from defects, errors, or security vulnerabilities. Subject to other provisions in this agreement, Xplain Data provides no warranty or representation that the Software will function without issues or be compatible with all systems.

To the full extent permitted by law, Xplain Data excludes all conditions and warranties, whether imposed by statute or otherwise, that are not expressly stated herein, including but not limited to warranties of merchantability and fitness for a particular purpose.

No oral or written information or advice provided by Xplain Data, its agents, or employees shall create a warranty.

Nothing in this disclaimer overrides mandatory consumer rights under applicable laws.

Termination

The contract ends automatically at the end of the license period. Xplain Data reserves the right to terminate or restrict access to the Software at any time, for any reason, without notice. Licensee must stop using the Software immediately upon termination.

Whenever feasible, Xplain Data will provide 14 days' notice before termination, except in cases of serious violations or legal obligations.

Liability Limitation

In no event shall Xplain Data be liable for any special, incidental, indirect, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, and the loss of business information or computer programs), even if Xplain Data or any representative has been advised of the possibility of such damages.

This limitation does not apply to liability resulting from gross negligence, fraud, or willful misconduct. The liability for defective products under the Product Liability Act shall not be excluded or limited.

General provisions

These Terms and Conditions contain the entire provisions and supersedes all prior agreements and/or understandings (oral or written).

Failure or delay by Xplain Data in enforcing any right or provision hereof shall not be deemed a waiver of such provision or right with respect to the instant or any subsequent breach.

If any provision of these Terms and Conditions shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this agreement will remain in force and effect.

Nothing in this shall operate to assign or transfer any Intellectual Property Rights from Xplain Data to the Licensee.

All rights of any kind in the Software which are not expressly granted in this agreement are entirely and exclusively reserved to Xplain Data.

Governing Law

This Agreement is governed by German law. Exclusive jurisdiction is in the courts of Munich, Germany.

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