

General terms and conditions

HoneyTracks Game Analytics Solution

By signing the software leasing contract of HONEYTRACKS GMBH, you accept the following General Terms and Conditions ("GTC").

1 Scope of application

These "General terms and conditions for HoneyTracks Game Analytics Solution" shall apply to all HoneyTracks Game Analytics variants and Services provided by HONEYTRACKS GMBH.

2 Contractual object

1. HoneyTracks GmbH renders Software-as-a-Service (SaaS) Services for its clients via the media internet in the field of Game Analytics.
2. Object of present contract is
 - the leasing of HONEYTRACKS GMBH's software for usage via the internet as Software-as-a-Service and
 - the saving of tracking data delivered by the client on the servers of HONEYTRACKS GMBH.

3 Software leasing

1. HONEYTRACKS GMBH makes available to its client for the duration of present contract the software having been leased on the internet in return for payment. For this purpose, HONEYTRACKS GMBH installs the software on servers accessible to the client via internet.
2. HONEYTRACKS removes immediately all software errors according to the technical opportunities. In present contract, an error is present when the functions of the software do not operate as stated in the performance description, in case of delivery of faulty results or if the software does not operate functionally in another way so that usage of the software is impossible or limited and these faulty results have not been caused by the client through incomplete or faulty transmission.
3. HONEYTRACKS GMBH steadily further develops this software and will improve it through ongoing updates.

4 Data hosting

1. HONEYTRACKS GMBH ensures that the tracking data sent by the client is saved and makes appropriate arrangements against data losses. For this purpose, HONEYTRACKS GMBH continuously executes back-ups.
2. The client shall not be entitled to use the storage space in another way or to have a third party use it, neither partly or completely, neither in return for payment nor without payment.
3. The client obliged himself not to save any contents on this storage space the provision, publication und usage of which infringes applicable law or agreements with third parties.

5 Intellectual property and right of use

1. Subject to the keeping to the terms of present contract, HONEYTRACKS GMBH grants you the non-exclusive, non-transferrable and irrevocable right to access the Services and use them to the extent this is done in line with the terms of this contract as well as with the applicable license terms. The client shall not receive any rights exceeding the before-mentioned, especially not on the product, the software application or the operating system.
2. The client shall only modify this software to the extent covered by the performance description valid from time to time for the usage according to the regulations on this software.
3. The client shall not be entitled to make available this software to third parties for usage purposes in return for payment or without payment. Therefore, letting the leased software shall be expressly prohibited for the client. The client obliges himself to design his potential contractual relationships to third parties in such a way that usage of this software without payment is excluded.
4. It lies in the client's discretion to submit proposals on the improvement of the Services. In doing so, you will, however, accept that such proposals become the property of HONEYTRACKS GMBH and that HONEYTRACKS GMBH is not obliged to compensate you for such proposals.
5. In any case, the client remains the sole owner of the exclusive right on the data ("client data") submitted or put in by him and he may therefore at any time, especially after cancellation of this contract, request surrender of single or all client data without existence of right of retention for HONEYTRACKS GMBH. The client data shall be surrendered by transmission via a data net. The client is not entitled to receive the software qualified for usage of the data.
6. The client acknowledges that HONEYTRACKS GMBH and its licensors own all rights to: (a) the Services, (b) any HONEYTRACKS software being made available in connection to the Services, and (c) all graphics, logos, trademarks and trading names, including names of third parties and names of products, being used by HONEYTRACKS in connection with the Services (hereinafter the „trademarks“). Notwithstanding the above-mentioned, the client or, if existent, his representatives and/or their respective licensors own all rights on the graphics, logos, trademarks and trading names, being used by the client or, if existent, its representatives in connection with the Services.

6 Availability and interrupted/affected availability

6.1 General

1. Adjustments, changes and supplements of and to the SaaS Services covered by this contract as well as measures serving for determination and removal of functional faults shall only result in preliminary interruption or interference of availability, if this is mandatory for technical reasons.
2. Our target is to achieve availability of the Services to 99.9%, measured against a monthly basis („Availability target of the Services“), with reasonable force and effort. Availability of the Services is defined as the time at which the Services are ready to accept, process and respond to requests, whereas (a) maintenance according to the plan, (b) incidents caused by the client's mistakes and (c) force majeure are excluded. Availability of the Services are calculated as a percentage rate by dividing the number of minutes in which the Services are available during the respective month through the total amount of minutes of the respective month, whereas in all cases maintenance according to the plan, incidents caused by the client's mistakes and force majeure are excluded.
3. The basic functions of the SaaS Services are daily monitored. The SaaS Services are in general maintained from Monday to Friday from 9:00 am CET to 6:00 pm CET. In cases of severe faults, i. e. usage of the SaaS Services is not possible anymore and/or is limited severely, maintenance shall be executed within 4 hours from receipt of such information by the client. HONEYTRACKS GMBH will inform the client about maintenance work on time (8 hours) and execute such work as

soon as possible given prevailing technical conditions. Should removal of faults not be possible within 12 hours, HONEYTRACKS GMBH shall inform the client thereon within 24 hours, stating the reasons as well as the time period that has to be estimated for removal of faults.

6.2 Force majeure

1. HoneyTracks GmbH is exempted from its obligation to fulfill this contract if and unless non-fulfillment of services has to be ascribed to the occurrence of circumstance of force majeure after conclusion of this contract.
2. Circumstances of force majeure are e. g. war, terrorism, strikes, disturbances, compulsory acquisition, cardinal changes in law, storm, flooding and further natural disasters as well as further circumstances out of the range of responsibility of HoneyTracks GmbH.
3. Each party to this contract has to inform the other party on the occurrence of such a case of force majeure in written form.

6.3 Incident caused by client's mistake

1. An incident caused by client's mistake is defined as the non-availability of the Services due to your applications, your contents or your installations or due to the actions or defaults of a user of the Services.

7 Obligations of the client

1. The client obliges himself in connection with the access to the Service and usage of it to the following:
 - a) Not to import viruses, worms, Trojan horses or other malicious software codes or similar data that may damage the operation of a computer and/or the property or information of third parties;
 - b) Not to use the Services in a way and manner that damages, renders useless, overloads or affects HONEYTRACKS's server or the network/s connected to a server of HONEYTRACKS and not to hinder usage of the Services through another party and their quiet enjoyment;
 - c) Not to try to get unauthorized access to services, materials, other accounts, computer systems or networks connected with a HONEYTRACKS server or the Services through hacking, password mining or in another way or manner.
2. The client is liable to full extent for all business transactions and/or business decisions that he renders on basis of HoneyTracks Game Analytics Solution.
3. The client is obliged to prevent unauthorized access of third parties to the protected area of the software through appropriate provisions. For this purpose, the client shall, to the extent necessary, point out his staff to the keeping to the copyright law.
4. The client shall be liable for due and on time delivery of the data and information necessary for usage of the SaaS Services.
5. The client shall be obliged to keep his access data to the Services secret and inaccessible to third parties.
6. The client shall be obliged to arrange his access to the internet in order to use HoneyTracks Game Analytics Services.

8 Fees

1. The client obliges itself to pay the monthly fees agreed on for the letting of the software and the data hosting plus legal VAT.

2. HONEYTRACKS GMBH shall provide the client with an invoice on the fees owed under the contract. In case of default in payment, payment of interests according to § 1333 para. 2 General Part of the German Civil Code (8% above the basis interest rate for Germany) has been agreed on.
3. HONEYTRACKS GMBH is entitled to adjust the fees and kinds and scope of service by written notice to the client, keeping to an announcement term of 1 month, if such is reasonable for the client. Such changes in the Services are especially based on technological progress and further development of the software and are done in such a way and to such an extent that correspond to the changes of the scope and performance ability of the software. If the client does not wish to continue the contract under the changed terms, he is entitled to terminate this contract for cause with a cancellation period of 14 days from the time of change.

9 Guarantee/Liability

1. HONEYTRACKS GMBH guarantees for the functional and operational terms of SaaS Services as stipulated under Sec. 6 and limited under Sec. 10.
2. If HONEYTRACKS GMBH's Services are used by unauthorized third parties by using the access data of the client, the client shall be liable for fees incurring thereof on basis of civil law liability until the order to change the access data is received or loss or theft is reported, if he is culpable for the access of unauthorized third parties.
3. The client obliges himself to exempt HONEYTRACKS GMBH from all claims of third parties based on data saved by him and to compensate the costs to HONEYTRACKS GMBH that incur due to possible infringement of law.
4. HONEYTRACKS GMBH is entitled to immediately block access to the system and to the storage space, if reasonable suspicion is present that the saved data is unlawful and/or infringes the rights of third parties. A reasonable suspicion for unlawfulness and/or infringement of law is especially present if courts, authorities and/or other third parties inform HONEYTRACKS GMBH on this. HONEYTRACKS GMBH has to let the client immediately know about such removal and the reason for this. Blockage must be lifted as soon as suspicion has been invalidated.
5. Damages against HONEYTRACKS GMBH are excluded independent of their legal grounds, unless HONEYTRACKS GMBH, its legal representative or agents have acted willfully or grossly negligent. HONEYTRACKS GMBH shall only be liable for slight negligence, if an essential contractual obligation for fulfillment of the contractual object has been infringed by HONEYTRACKS GMBH. For the rest, liability is limited to the replacement of the foreseeable damage occurring typically. For a single damage case, liability is limited to the value of this contract, however, to a minimum of 600 €.
6. Damages against HONEYTRACKS GMBH shall lapse 12 months after their accrual, unless they are based on an unlawful or deliberate act.

10 Confidentiality and data protection

1. HoneyTracks Game Analytics Solution does not process or save any personal data according to § 11 German Federal Law on the Protection of Data (BDSG). Only the pure **anonymized** technical tracking data is received and saved (last octet of the IP address deleted, only technical user IDs in client's responsibility), so that HONEYTRACKS GMBH is not able to conclude to certain persons.
2. HONEYTRACKS GMBH obliges itself to absolutely keep to non-disclosure on all confidential information and transactions, especially on the client's business secrets having been made known to it during preparation, execution and fulfillment of this contract and to not to forward or use such in any other way. This shall apply to its conduct towards any unauthorized third parties, i. e. also towards unauthorized staff of HONEYTRACKS GMBH and of the client, unless forwarding of such

information is necessary for due fulfillment of the contractual obligations. In cases of doubt, HONEYTRACKS GMBH shall be obliged to ask the client for approval in written form in advance.

3. HONEYTRACKS GMBH obliges itself to work out and conclude an agreement on a regulation concurrent with No. 2 of this section with its entire staff engaged in the preparation, execution and fulfillment of this contract.
4. The software application, server and operating system as well as further system components of HoneyTracks Game Analytics Solution are operated in computation centers by third parties. HONEYTRACKS GMBH may engage subcontractors, but it must impose the obligations stipulated under No. 3 of this Sec. to this subcontractors.
5. HONEYTRACKS GMBH may process personal data of the client and his staff for its own business purposes, unless this is necessary for: a) the fulfillment of the contractual obligations (invoice issuance, support or further services), or b) the analysis of such data for statistic purposes (also through subcontractors) or c) the improvement of the products or Services of HONEYTRACKS GMBH under the HoneyTracks Games Analytics Solution contract. For b) and c), HONEYTRACKS GMBH shall use this data only in anonymized form. The client informs his staff thereon and ensures that only those employees accepting this shall receive access to HoneyTracks Game Analytics Solutions.

11 Usage of the Service for test purposes

This section (Usage of the Services for Test Purposes) only applies if the Services are acquired for test purposes (test phase free of charge).

11.1 Usage of the Service for test purposes

In addition to the remaining terms of this contract, the right of a test user to access and use the Services is limited to the extent stated either in the e-mail of HONEYTRACKS GMBH, confirming your right to use the Services or on the websites on usage of the Services for test purposes. Such partly left Services may be offered by HONEYTRACKS GMBH at a later point in time – at HONEYTRACKS GMBH's own discretion – with different features, in return for payment or offer of them may even be cancelled completely. To guarantee consistent quality of the Services, HONEYTRACKS GMBH reserves the right to preliminarily block the access to the Services, if necessary.

11.2 Cancellation of the Services left for test purposes

Your right to use the Services for test purposes shall end immediately on expiration of the limited time period that has been granted to you when acquiring the Services for test purposes. Furthermore, HONEYTRACKS GMBH reserves the right to end usage for test purposes at its own discretion and for any reasons without prior announcement, to preliminarily block the access or to cancel your test account. Your rights as well as the rights of participants on the access to the contents entered into your account and having been processed during usage of the Services shall end immediately with the cancellation of your right to use the Services.

12 Closing provisions

1. HONEYTRACKS GMBH is entitled to cite the client as a reference and use general information on the contract agreed on in an adequate way for marketing and distribution purposes, provided that HoneyTracks GmbH has informed the client thereon in written form and provided that the client did not contradict within two (2) weeks after receipt of such notification. This includes among others the right to use the trademark or logos of the client for such purpose.
2. Any changes and supplements must be set out in written form for each single case; otherwise, legal effectiveness shall not be given. Transmission and submission by fax or e-mail corresponds to such written form. The same applies to the failure of written form.

3. Should single terms of this contract be or become invalid, the remaining content of this contract shall remain untouched. Invalid terms of this contract shall be replaced by such coming nearest to the original economic contractual intention of the parties (Severability Clause).
4. German law under the exclusion of International Private Law and UN Convention on Contracts for the International Sale of Goods shall be applicable.
5. Place of fulfillment and exclusive place of venue is, where legally permissible, Munich in Germany. However, HONEYTRACKS GMBH reserves the right to go to law against the client at the place of venue of the client.
6. The HoneyTracks GameAnalytics Solution contract is the complete and sole contractual agreement between HoneyTracks and the client and replaces all prior oral and written contracts, offers and further communication between the parties on the object of this contract. The HoneyTracks GameAnalytics Solution contract takes priority over possible additional, conflicting or contradicting terms that may be stated on orders or other documents that HoneyTracks receives by the client.

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