

Terms and Conditions for Measure Killer Enterprise

Published by Brunner BI GmbH, Baarerstrasse 52, Zug, Switzerland

Registered in Zug, Switzerland under company reg. CHE-242.781.338

These Terms and Conditions ("Terms") apply to your purchase and use of the Measure Killer Enterprise software ("Software"), developed and distributed by Brunner BI GmbH. By purchasing the Software, you agree to comply with these Terms. Note that these terms apply only to the paid version, Measure Killer Enterprise, and not to the free version, which operates under separate terms.

1. License and Scope of Use

1.1 License Purchase: Each purchaser is granted a set number of licenses for the Software, intended solely for their business use.

1.2 License Transfer: Licenses may only be reassigned to another employee within the purchasing company if the original licensed user is unavailable due to a long-term illness or has left the company. The licenses can also be transferred to affiliated companies, but Brunner BI GmbH must be informed prior to any transfer (email gregor@brunner.bi). Unauthorized transfer, sharing, or sublicensing is strictly prohibited.

1.3 Restrictions: Modification, reverse engineering, redistribution, or derivative creation of the Software is strictly prohibited.

1.4 Subscription Management: Purchasers can cancel their renewal and manage their subscription via the Stripe portal, accessible at [Stripe Portal](#). Customers can also purchase additional licenses through this portal during the year, and the additional cost will be prorated.

1.5 Termination and Refunds: There is no option for early termination of the license agreement, and no amounts paid for the license will be refunded.

2. Payment and Renewal

2.1 Annual License: The Software is sold on an annual license basis with an auto-renewal feature, ensuring uninterrupted access. A non-renewing license option is also available.

2.2 Renewal Grace Period: A 14-day grace period is provided for renewals. If payment is not received within this period, access to the Software may be suspended until renewal is completed.

3. Cancellation Policy

3.1 Cancellation Timing: Users may cancel their licenses at any time, the cancellation will take effect at the end of the current annual term.

3.2 Refunds: No refunds or prorated refunds are provided for cancellations.

4. **Updates and Support**

4.1 Updates: All updates, including new features, are included in the annual license fee. Inside the application, a notification will be displayed when an update is available (for v2.4 or later). Customers can obtain the new version either via our website (measurekiller.com) or through the Microsoft Store. The version available in the Microsoft Store can also be deployed in an Enterprise environment via Microsoft Intune.

4.2 Support: Priority email support is provided to licensed users of the purchasing company.

5. **Data Privacy and Security**

5.1 License Verification: Measure Killer Enterprise performs a license verification each time the software is launched, capturing the user's IP address and license details.

5.2 Data Access: The Software interacts only with metadata (e.g., data column names) and never with actual data content (e.g., data within columns or tables). Brunner BI GmbH does not process, store, or access any customer data involved in the connections the software will do to Microsoft APIs / endpoints. For additional questions regarding data security, please refer to our separate "Security Whitepaper," which is available upon request.

6. **Limitation of Liability and Warranty**

6.1 Limited Warranty: Measure Killer Enterprise warrants that the Software will operate substantially in accordance with the accompanying documentation and is free from viruses and malicious code.

6.2 Warranty Disclaimer: Except as expressly set out in section 6.1, all other warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. The customer acknowledges that the Software may not be entirely free of errors or bugs.

6.3 No Liability for Misuse: Brunner BI GmbH is not liable for any loss, damage, or unintended alterations to semantic models or any other artifacts caused by misuse of the Software. Measure Killer Enterprise only interacts with metadata, and users are solely responsible for safeguarding their actual data (for details on what is considered metadata please refer to the "Security Whitepaper", which is available upon request).

7. **Liability and limitations**

7.1. If the Agreement is terminated as a consequence of a Party's material or repeated breach, the other Party may claim damages in accordance with the general rules of Swiss law, subject to the limitations set forth in this clause 7.

7.2. Except for liability caused by fraud, gross negligence, wilful misconduct, and the indemnity obligations in clause 8, each Party's aggregate liability shall not exceed the total fees paid by the customer over the annual license term immediately preceding the event giving rise to the claim.

7.3. The Parties are in no event liable for any indirect or consequential loss or similar damage, including but not limited to loss of production, operating loss, loss of profits, loss of goodwill, expected earnings, loss of data, or expenses for remedial action of damage to or errors in data or metadata caused by, arising from, associated with or attributable to the activities or obligations of the Parties under the Agreement.

8. Indemnification

8.1. Brunner BI GmbH agrees to indemnify and hold harmless the client, its affiliate companies, and their respective officers, directors, employees, and agents from and against all claims, liabilities, losses, costs, damages, judgments, penalties, fines, attorneys' fees, court costs, and other legal expenses, insurance deductibles, and all other expenses arising out of or related to any claim, suit, action, proceeding, or demand brought against the customer in connection with any infringement or violation of rights by the Software or any associated support services provided by Brunner BI GmbH.

8.2. The customer agrees to indemnify and hold harmless Brunner BI GmbH, its Affiliated Companies, and their respective officers, directors, employees, and agents from and against all Losses to the extent caused by any negligent, wrongful, or unlawful act or omission of the customer in connection with the use of the Software or any associated support services.

8.3. Each Party agrees to promptly notify the other Party of any claim for indemnification

9. Intellectual Property

All intellectual property rights, including copyrights and trademarks related to Measure Killer Enterprise, belong to Brunner BI GmbH. Unauthorized copying, distribution, or modification of the Software or its contents is strictly prohibited. The free version can be distributed without limits however. For more information, please refer to the "About" section in the Software.

10. Termination

Brunner BI GmbH reserves the right to immediately terminate any license in

cases of violation of these Terms, including but not limited to unauthorized redistribution, reverse engineering, or non-compliance with payment terms.

11. Governing Law and Jurisdiction

These Terms are governed by the laws of Switzerland. Any disputes arising from these Terms or the use of the Software will be subject to the exclusive jurisdiction of the courts in Zug, Switzerland.