

Measure Killer Enterprise License Agreement

between Brunner BI GmbH, Baarerstrasse 52, CH-6300 Zug (**Licensor**) and [*Company name*], [*address*] (**Licensee**)

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4. Updates: The Licensee will have access to all released updates of the Software during the license term.
5. Support: Support is provided via email at support@measurekiller.com.
6. Fees and payment: Payment of the full license fees indicated at the time of purchasing the Software (**Fee**) plus applicable VAT is made directly upon purchase via the online portal unless otherwise agreed. Full or partial refunds are excluded (including in case of early termination).
7. Additional obligations: The Licensee is solely responsible for keeping data backups. He is aware that all professional and legal decisions will remain entirely with the Licensee; the Software does not replace any form of human review. The Licensee must not modify, decompile, reverse engineer or distribute the Software, except to the extent permitted by mandatory law.
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10. Term and termination: Ordinary termination of a license during the current term is excluded. The Licensor may terminate any or all licenses with immediate effect in case of material breach of contract, in particular unauthorized multiple use, or transfer of license codes. There will be no refund of license fees paid.
11. Confidentiality: Confidential information (all information designated as confidential or which is confidential by nature, but in any event any documentation of the Software) must be kept confidential, used solely for the performance of this Agreement, and protected with the same care as the Licensee's own confidential information.
12. Data protection: The Licensor has no access to customer data. If the Licensor is to be

granted access to personal customer data, the Parties will first enter into the data protection agreements required by law.

13. Amendments: Upon renewal of the license (sec. 2), the then-current version of these license terms will apply. The Licensor may amend these terms during any current license period by notifying the Licensee of the changes. Amendments shall be deemed accepted unless objected to within 30 days of the date of the amendment notice.
14. Governing law and jurisdiction: This Agreement shall be governed by substantive Swiss law. The exclusive place of jurisdiction is the registered office of the Licensor.

Brunner BI GmbH

Place, date

Gregor Brunner

[Licensee name]

Place, date

[name]

Place, date

[name]