



Pimcore Academy Subscription Agreement (PASA)

As of February 2025

1 Subject Matter and Conclusion of the Agreement

- 1.1 This Pimcore Academy Subscription Agreement (“**PASA**”) is concluded between Pimcore GmbH, registered in the commercial register of the Salzburg Regional Court under no. FN 398049t, with its business address at Söllheimer Straße 16, 5020 Salzburg, Austria (“**Pimcore**”) as provider of the Pimcore Academy (“**Academy**”) and the user of the Academy (“**Customer**”).
- 1.2 The Academy provides eLearning courses, certification programs, learning collateral, documents, videos, and other educational resources (“**Content**”) related to the Pimcore Software (“**Software**”).
- 1.3 The Academy Content is provided as a restricted area within the Pimcore Learning Hub (“**Learning Hub**”) reserved for users with a paid active Academy subscription. The Learning Hub also offers some Content publicly available and free of charge.
- 1.4 Pimcore offers the usage of Academy and Content exclusively to entrepreneurs, not to consumers within the meaning of Sect. 1 Par. 1, 3 Austrian Consumer Protection Act (*Konsumentenschutzgesetz*).
- 1.5 By providing its contact and payment data to Pimcore at the registration process, the Customer guarantees to be an entrepreneur and agrees to all terms and conditions of the PASA.
- 1.6 The PASA is concluded once Pimcore has submitted the invoice after successful payment according to Sect. 3.2.

2 License

- 2.1 Pimcore grants the Customer (a) access to the subscription-based Content of the Academy and (b) the non-exclusive, non-transferable, non-sublicensable, geographically unlimited right, limited in time to the term of the PASA, to use such Content. The license is attached to the email address to be indicated at entering the agreement.
- 2.2 The license does not cover the usage of the Software. The usage of the Software requires a separate license agreement.
- 2.3 The Customer may use the Content only for educational and training purposes in its own enterprise. The Customer may grant usage of its access to the Academy to freelance developers and subcontractors working for Customer’s enterprise, provided for that one subscription is used by only one user simultaneously (“**Authorized User**”).
- 2.4 The usage of Academy and Content only takes place online. The Customer must neither copy any elements of the Academy or of the Content nor offer such elements themselves nor access to them to any third party.

3 Pricing and Payment

- 3.1 The subscription fee for the usage of Academy and Content and potential discounts are indicated online before entering into the agreement and normally calculated per Authorized User.
- 3.2 At checkout, the Customer enters its billing data and chooses one of the payment methods offered. After successful payment, the invoice will be submitted to Customer by email, and the Customer will get access to the Academy within a few days. Access to the Academy will only be granted once payment has been confirmed by submitting the invoice by Pimcore.

The Customer authorizes Pimcore to utilize the selected means of payment again after auto-renewal according to Sect. 4.1 below. Pimcore will utilize such means of payment and issue a further invoice by email to the Customer after such auto-renewal. As far as the payment fails, the statutory interest applicable between entrepreneurs, but at least 9% per annum from the date of default, shall be payable. The Customer

shall bear all costs and expenses associated with the collection of the claim, such as in particular collection charges or other costs necessary for appropriate legal action.

4 Term and Termination

- 4.1 The subscription term is 12 months, beginning with the payment confirmation. The term will automatically renew for further 12-month periods unless a party terminates the PASA with termination period of 3 months to the end of the then current term.
- 4.2 For termination, the Customer must submit its termination declaration through the account management section of the Pimcore Store. Terminations made via email or other non-designated channels are not valid and will be disregarded without warning.
- 4.3 Each party's statutory right of extraordinary termination by cause remains unaffected. Such cause for termination by Pimcore is given, inter alia, if the Customer culpably fails to comply with its contractual obligations.
- 4.4 The Customer has no right of withdrawal.
- 4.5 After termination of the PASA, the Customer must not access the Academy anymore and must delete any potential copies of the Content which the Customer made.

5 Collateral obligations of the Customer

- 5.1 The Customer must ensure that the access data to the user accounts are not passed on to unauthorised third parties and are protected against unauthorised access by third parties. The Authorised Users shall be instructed accordingly. The Customer shall inform Pimcore immediately if there is a suspicion of misuse of Academy, Learning Hub and/or Content.
- 5.2 The Customer shall not manipulate, in particular modify, move, remove, suppress, switch off or circumvent any protection mechanism of Academy, Learning Hub and/or Content.
- 5.3 The Customer must not alter or obfuscate any of the Pimcore's licensing, copyright, or other proprietary notices within Academy, Learning Hub and/or Content.

The Customer shall not modify, relocate, disable, or bypass any functionalities associated with Academy, Learning Hub and/or Content,

6 Defects

- 6.1 The Customer is encouraged to notify Pimcore of any defect of Academy, Learning Hub and/or Content immediately after its occurrence.
- 6.2 Before reporting any defect or error, the Customer must carry out an analysis of the system environment as far as possible to ensure that the defect or error is not due to Customer's system components or IT infrastructure.
- ~~6.3~~ The Customer shall carry out any troubleshooting measure provided by Pimcore.

7 Indemnification

The Customer shall indemnify Pimcore against all third-party claims (in particular claims arising from infringement of copyright, patent, competition, trademark or data protection law) asserted against Pimcore in connection with the Customer's use of Academy, Learning Hub and/or Content unless these claims are based on intentional or grossly negligent behaviour on the part of Pimcore or Pimcore's legal representatives or vicarious agents. This indemnification obligation includes the reimbursement of reasonable costs incurred by Pimcore in the assertion or defence of Pimcore's rights in this context.

8 Miscellaneous

- 8.1 The PASA constitutes the entire agreement between the Customer and Pimcore regarding the use of the Academy and supersedes all prior agreements, whether written or oral.
- 8.2 The PASA is governed by the laws of Austria. All disputes arising under or in connection with the PASA shall be settled exclusively by the competent courts in Austria.
- 8.3 In all relevant aspects that are not regulated by the PASA, the following documents shall apply, as far as applicable, and if applicable mutatis mutandis:
 - For any Customer having its seat within the EU, EEA or Switzerland: Pimcore Terms & Conditions (PTC, EU version), available at <https://pimcore.com/en/about/gtc>;
 - For any Customer having its seat outside the above: Pimcore Terms & Conditions (PTC, US & RoW version), available at <https://pimcore.com/en/about/gtc>;
 - For all Customers: Pimcore Data Processing Agreement (PDPA), available upon request;
 - For all Customers: Pimcore Privacy Statement (PPS), available upon request.
- 8.4 Specifications originating from the Customer and legal elements, such as GTC or contractual clauses, do not apply.
- 8.5 Support, maintenance and other services remain subject to separate agreements.
