



# PIMCORE EXTENSION SUBSCRIPTION AGREEMENT (PESA)

## Software License Agreement for an Extension

Last Update: January 2025

between

the purchaser of an Extension („**Customer**“, „**Licensee**“)

and

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**“, „**Licensor**“)

## PREAMBLE

This software license agreement („**PESA**“) governs the usage of the extension to the Pimcore Software („**Extension**“) which Customer purchases in Pimcore’s online Store („**Pimcore Store**“). Pimcore only distributes the Extension, which is provided by a third party („**Manufacturer**“) as indicated on a page in the purchase process. The Extension is intended as a supplement to Pimcore software („**Software**“) and may be used only in conjunction with such software.

Pimcore is not the manufacturer of the Extension, assumes no responsibility for its quality and is not liable for material defects or defects of title of the Extension. The Customer acquires the license to use the Extension as an annual subscription.

## 1. SUBJECT MATTER, ACCEPTANCE

1. Condition precedent for conclusion of the PESA is that the Customer has been already licensee of a Pimcore Commercial License – „**PCL**“ (Professional, Enterprise, PaaS or Unlimited Edition).
2. Pimcore offers the purchase of Extensions in the Pimcore Store exclusively to entrepreneurs, not to consumers within the meaning of Sect. 1 Par. 1, 3 Austrian Consumer Protection Act (Konsumentenschutzgesetz).
3. By clicking a checkbox indicated in the purchase process on Pimcore Store, the Customer enters into the PESA with Pimcore. By entering into the PESA, the Customer guarantees that
  - a. it has entered into a PCL which is still running,
  - b. it is an entrepreneur,
  - c. and it accepts the provisions of the PESA.

## 2. LICENSE

1. Pimcore grants the Customer the non-exclusive, non-transferable, non-sublicensable, geographically unlimited right, limited in time to the term of the PESA, to use the Extension. Apart from such usage right, any intellectual property, in particular copyright, design rights and patent rights („**IP Rights**“) remain with the Manufacturer. This applies accordingly for any know how related to the Extension.
2. The Customer may use the Extension only for its own enterprise according to this PESA. The Customer may not use the Extension simultaneously in more instances than Customer has acquired usage licences for. The Customer may not offer the Extension as a hosted or managed service by granting third parties access to a significant part of the features or functions of the Extension. The Customer is only permitted to copy the Extension to the extent that this is necessary for the intended use, including the correction of errors. The creation of a backup copy is permitted if it is necessary to secure the contractual use.
3. If the Customer violates any of the above provisions, all rights of use granted under the PESA shall immediately become invalid and shall automatically revert to Pimcore. In this case, the Customer shall immediately and

completely cease using the Extension, delete all copies of the Extension installed on its systems, delete any backup copies made or hand them over to Pimcore and confirm in writing, upon Pimcore's request, the deletion of all (backup) copies of the Extension. In addition, Pimcore and the Manufacturer reserve the right to take all legal steps.

4. The Customer may not reverse engineer the source code of the Extension, or decompile or disassemble it, unless this is required or permitted by statutory law.
5. The parties may agree on expanded usage rights, arrangements for enterprise customers, and special OEM provisions separately.

### **3. REMUNERATION & PAYMENT CONDITIONS**

1. The annual license fee is indicated in the Pimcore Store.
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 Extension within a few days. Access to the Extension will only be granted once payment has been confirmed by Pimcore.
3. 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. Refunds of the license fee in the event of premature termination of the PESA are at Pimcore's discretion.

### **4. TERM, TERMINATION & CONSEQUENCES**

1. The subscription term of this PESA is 12 months from the date of conclusion. This term renews automatically by further 12-month periods if the PESA is not terminated within the termination period of 3 months to the end of the then current period.
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.
3. If the Customer terminates its PCL, the Extension license is automatically considered terminated at the same time.
4. Pimcore reserves the right to terminate or restrict the Customer's access to the Extension for good cause, in particular if the Customer violates the terms of the contract, jeopardises the security or integrity of the Pimcore Store, or if it is required by statutory law.
5. After termination of this PESA, the Customer must uninstall the Extension, including all copies, and delete any remaining recognisable residues of the Extension from its IT system. The Customer must destroy any backup copies of the Extension which the Customer made. At Pimcore's request, the Customer must confirm that it has fulfilled these obligations.

### **5. COLLATERAL OBLIGATIONS OF THE CUSTOMER, FEEDBACK**

1. All IP Rights in trademarks, logos and the content of the Pimcore Store remain with Pimcore or its licensors. The Customer is not entitled to use of them without the prior explicit consent of Pimcore in written form.
2. The Customer is responsible for the secure configuration and use of the Extension. The Customer must ensure that the access data to the user accounts is not passed on to unauthorised third parties and is protected against unauthorised access by third parties. The Customer shall instruct authorised users accordingly to comply with this and any other provision of this PESA.
3. The Customer shall inform Pimcore immediately via email if there is a suspicion of copyright infringement or other misuse of the Extension.
4. The Customer shall not manipulate, in particular modify, move, remove, suppress, switch off or circumvent licence keys and associated protection mechanisms in the Extension.

5. The Customer must not alter or obfuscate any of Pimcore's or the Manufacturer's licensing, copyright, or other proprietary notices within the Extension.
6. The Customer shall not modify, relocate, disable, or bypass any functionalities associated with the Pimcore Store.
7. The Customer may rate Extensions on the Pimcore Store and provide feedback (ratings and feedback together „**Feedback**“). All Feedback must be truthful and not misleading. Pimcore reserves the right to remove any Feedback that violates such requirements. All Feedback is considered non-confidential and may be freely used by Pimcore.

## **6. MAINTENANCE, SUPPORT & ADDITIONAL SERVICES**

1. The Manufacturer is in charge of maintenance, support and quality management of the Extension.
2. The Customer may conclude a direct maintenance and support contract with the Manufacturer.
3. Some Extensions can only be used to their full extent if the Customer also purchases additional services from the Manufacturer. The information given in the Pimcore Store about any Extension will be of such quality, that the Customer can easily distinguish if additional services are required.

## **7. WARRANTY AND INDEMNIFICATION**

1. The Customer is encouraged to notify the Manufacturer of any defect or error in the Extension immediately after its occurrence.
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 system components that are not covered by this PESA.
3. The Customer shall immediately install or carry out updates or other troubleshooting measures provided by Pimcore or the Manufacturer.
4. Pimcore assumes neither guarantee nor warranty for (a) the quality or (b) any material defects or (c) defects of title of the Extension. However, Pimcore assigns its own warranty claims related to the Customer's copy of the Extension to the Customer in order to entitle the Customer to assert them directly with the Manufacturer.
5. The Customer shall indemnify Pimcore against all third-party claims (in particular claims arising from infringement upon IP Rights) asserted against Pimcore in connection with the Customer's use of the Extension, unless these claims are based on intentional or grossly negligent behaviour on 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.
6. Violations of the obligations to co-operate according to Sect. 5 and 7 of this PESA may result in additional costs for Pimcore. The Customer must reimburse Pimcore for such costs, unless Customer is not responsible for them.

## **8. MISCELLANEOUS**

1. In all relevant respects that are not regulated by this PESA, the following documents shall apply, as far as applicable:
  - a) For any Customer worldwide:
    - i. Pimcore Commercial License (PCL), available upon request
    - ii. Pimcore Data Processing Agreement (PDPA), available upon request
    - iii. Pimcore Privacy Statement (PPS), available upon request
  - b) For any Customer having its seat within the EEA (EU and EFTA) in addition to the documents under letter a): Pimcore Terms & Conditions (PTC, EU version), available at <https://pimcore.com/en/about/gtc>
  - c) For any Customer having its seat outside the EEA (in particular USA or elsewhere) in addition to the documents under letter a): Pimcore Terms & Conditions (PTC, US & RoW version), available at <https://pimcore.com/en/about/gtc>

2. Specifications originating from the Customer regarding the service content and legal elements, such as GTC or contractual clauses, do not apply.
3. Support, maintenance and other services remain subject to separate agreements.

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