



PoC Terms

These **PoC Terms** constitute Supplemental Terms under the Terms of Service (ToS) and apply solely to the extent Customer participates in a time-limited evaluation, pilot, or proof-of-concept use of the Services as specified in an applicable Order Form or written confirmation.

1. Scope and Subject Matter

- 1.1 The PoC is provided solely for evaluation and testing purposes to allow Customer to assess the suitability of the Services for Customer's internal business use.
- 1.2 The PoC does not constitute productive deployment and is not intended for mission-critical or commercial production use.
- 1.3 The scope, duration, participating users, and any functional limitations of the PoC are defined in the applicable Order Form or written confirmation.
- 1.4 MPMX may restrict features, capacity, integrations, or performance during the PoC.

2. Limited Usage Right During the PoC

- 2.1 During the PoC period, MPMX grants Customer a non-exclusive, non-transferable, non-assignable, limited right to access and use the Services solely for internal evaluation purposes.
- 2.2 Customer does not use the Services during the PoC (i) for productive commercial operations; (ii) to process business-critical workloads; (iii) to provide services to third parties; (iv) to conduct benchmarking for publication, unless expressly agreed otherwise in writing.

3. PoC Environment and Availability

- 3.1 Services provided during the PoC may be hosted in shared, test, or non-production environments.
- 3.2 MPMX does not guarantee service levels, uptime, performance metrics, response times, or availability during the PoC.
- 3.3 Where Services rely on third-party infrastructure including Qlik Cloud or other hosted components, availability of such infrastructure is outside MPMX's reasonable control.

4. Data and Backup Responsibilities

- 4.1 Customer is solely responsible for all data uploaded or processed during the PoC.
- 4.2 Customer maintains independent backups of all Customer Data used in the PoC.
- 4.3 MPMX is not responsible for any loss of data during the PoC.
- 4.4 MPMX may delete PoC environments and associated data at the end of the PoC period unless otherwise agreed.

5. Support During the PoC

- 5.1 Unless expressly agreed otherwise, Support Services during the PoC are provided on a commercially reasonable efforts basis only.
- 5.2 Response times, resolution commitments, and service levels defined in other Support Terms do not apply to the PoC.

6. No Warranty for PoC

- 6.1 The Services are provided during the PoC strictly "as is" and "as available".
- 6.2 MPMX does not warrant that the Services will meet Customer's requirements, operate without interruption, or achieve any specific business or technical outcome during the PoC.

7. Limitation of Liability for PoC

- 7.1 MPMX's total aggregate liability arising out of or relating to the PoC does not exceed EUR 25,000.00.
- 7.2 Nothing in this Clause excludes liability that cannot be limited under applicable law.

8. Transition to Production Use

- 8.1 If Customer subscribes to the Services after completion of the PoC, productive use of the Services is governed solely by the Agreement and the applicable Supplemental Terms for the subscribed Services.
- 8.2 No representations, configurations, or timelines from the PoC shall constitute binding production commitments unless expressly confirmed in writing.

These PoC Terms are effective as of the date of publication. Last updated: 01 May 2026.