Cloudincubator GmbH
SaaS Standard Contract and DPA

Version 1.0

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Contents

1. Scope

1.1 Terms and Conditions. This Standard Contract (the "Standard Contract") sets forth the terms and conditions applicable to the licensing of Software from the licensor ("Licensor") by the Party subscribing to the Software ("Buyer") through a SaaS distribution via a listing in a SaaS marketplace (the "Standard Contract Listing"). The offer of the Software as a Standard Contract Listing and Buyer's purchase of the corresponding Subscription constitutes each Party's respective acceptance of this Standard Contract and their entry into this Agreement (defined below). Unless defined elsewhere in this Standard Contract, terms in initial capital letters have the meanings set forth in Section 13. Buyer and Licensor may be referred to collectively as the "Parties" or individually as a "Party".

1.2 Software Subscription. Buyer will subscribe to a Subscription as set forth in the Standard Contract Listing in accordance with this Agreement. Licensor will supply and sell the Subscription to Buyer, or Buyer may purchase the Subscription from Licensor's authorized reseller ("Reseller"). Software may be targeted for specific geographic regions, and Support Services may vary by geography as set forth in the applicable Standard Contract Listing. A Subscription may be provided on a Metered Pricing, Entitlement Pricing or other basis. The fee or rate for the Subscription is set forth in the applicable Standard Contract Listing. For Subscriptions provided on a Metered Pricing basis, upon request by Buyer, Licensor will provide sufficient documentation from its books and records to allow Buyer to verify the metered usage charged to Buyer for the Subscription.

1.3 Taxes. Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement.

Applicable taxes and duties may be due in addition to the fees or rates payable by Buyer. Licensor may charge and Buyer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("Taxes").

Buyer will receive a compliant tax invoice, where required. Licensor will be responsible for all other taxes or fees arising (including interest and penalties) from transactions and the documentation of transactions under this Agreement. Upon request, Buyer will provide such information to Licensor as reasonably required to determine whether Licensor is obligated to collect Taxes from Buyer.

Licensor will not collect (or will refund to Buyer), and Buyer will not be obligated to pay (or will be entitled to a refund from Licensor), any such Tax or duty for which Buyer furnishes Licensor a properly completed exemption certificate or a direct payment permit certificate or for which Licensor claims an available exemption from Tax.

Licensor will provide Buyer with any forms, documents or certifications as may be required for Buyer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

1.4 Agreement. Each Subscription is subject to and governed by this Standard Contract, the applicable Standard Contract Listing, the terms and conditions of the NDA (if any), the Privacy and

Security Terms for SaaS Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Buyer and Licensor (the "Agreement"). Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply:

(a) any amendment agreed upon by the parties;

(b) the Privacy and Security Terms for SaaS Subscriptions;

(c) the NDA (if any);

(d) this Standard Contract; and

(e) the Standard Contract Listing.

2.   Licenses

2.1   Licensed Materials.

2.1.1   Licensor hereby grants to Buyer, subject to Section 2.1.2, a nonexclusive, worldwide (subject to Section 12.6), nontransferable (except in connection with an assignment permitted under Section 12.2 or a divestiture permitted under Section 12.3), non-terminable (except as provided in Section 9) license under all Proprietary Rights in and to the SaaS Software and SaaS Service, to access, receive and use the SaaS Software and SaaS Service in accordance with the applicable Standard Contract Listing and to allow its Users to access, receive and use the SaaS Software and SaaS Service.

2.1.2   Buyer may use the Software and SaaS Service only: in support of the internal operations of Buyer's and its Affiliates' business(es) or organization(s), in connection with Buyer's and its Affiliates' products and services (but, for clarity, not as a stand-alone product or service of Buyer or its Affiliates), and in connection with Buyer's and its Affiliate's interactions with Users.

2.1.3   Buyer may make a reasonable number of copies of the Documentation as necessary to use such Software in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all copies. Licensor retains all rights not expressly granted to Buyer under this Agreement.

2.2   Affiliates and Contractors. With respect to Affiliates and Contractors that Buyer allows to use the Licensed Materials: (a) Buyer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or

omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer.

2.3   Restrictions. Except as specifically provided in this Agreement, Buyer and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

2.4   Open Source Software. Subject to the requirements of Section 5.1(d), Software may contain or be provided with components that are subject to the terms and conditions of "open source" software licenses ("Open Source Software"). If Buyer's use of the Software subjects Buyer to the terms of any license governing the use of Open Source Software, then information concerning such Open Source Software and the applicable license must be incorporated or referenced in the Standard Contract Listing or Documentation. To the extent required by the license to which the Open Source Software is subject, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

2.5   No Additional Terms. No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials, or any part thereof ("Additional Terms") will be binding on Buyer or its Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Buyer in their entirety. For clarity, the Software, Subscription type (AMI or SaaS), fee structure (Entitlement Pricing or Metered Pricing), technical requirements for use of the Software, Support Services, as well as any information regarding Open Source Software set forth or referenced in the Standard Contract Listing or Documentation, are not Additional Terms subject to this Section.

2.6   High-Risk Activities. The Software is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Software could lead to severe physical or environmental damages ("High Risk Activities"). Buyer will not use the Software for High Risk Activities.

3.   Services

3.1   SaaS Service. If Buyer is purchasing a SaaS Subscription, Licensor will provide the SaaS Service to Buyer in accordance with the Standard Contract Listing promptly following purchase of the Subscription and continuing until completion of the Subscription. Licensor will provide Buyer all license keys, access credentials and passwords necessary for access and use of the Software and SaaS Service ("Keys") as set forth in the Standard Contract Listing.

3.2   Support Services. Licensor will provide sufficient Documentation to allow a reasonably competent user to access and use the Software, and Licensor will provide Support Services to Buyer in accordance with the support plan set forth or incorporated into the Standard Contract Listing.

4.   Proprietary Rights

4.1   Licensed Materials. Subject to the licenses granted herein, Licensor will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer any rights of ownership or any other proprietary rights in or to the Licensed Materials.

4.2   Feedback. If Buyer provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("Feedback"), Licensor may use and incorporate Feedback in Licensor's products and services. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

5.   Warranties

5.1   Licensed Materials. Licensor represents and warrants that: (a) for Subscriptions with Entitlement Pricing, the SaaS Service, will conform, in all material respects, to the Documentation during the Warranty Period; (b) the SaaS Service will not contain any automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Buyer's exercise of its rights under this Agreement (for clarity, the foregoing does not prohibit license keys that expire at the end of the Subscription); (c) Licensor will use industry standard practices designed to detect and protect the Software against any viruses, "Trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Software or interference with or harm to the operation of the Software or any systems, networks or data, including as applicable using anti-malware software and keeping the anti-malware software up to date prior to making the Software (including Software provided through Support Services) available to Buyer, and for SaaS Software, scanning the SaaS Software on a regular basis; (d) the Software, and Buyer's use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Buyer Data, Buyer Materials or any software, documentation, information or other materials integrated, networked or used by Buyer with the

Software, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge; and (e) the Software, and the SaaS Service will conform, to the extent applicable, with then-current Web Content Accessibility Guidelines (WCAG) and any other applicable accessibility Laws.

5.2   Services. Licensor represents and warrants that the Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services.

5.3   Remedies. If any Software or Service fails to conform to the foregoing warranties, Licensor promptly will, at its option and expense, correct the Software and re-perform the Services as necessary to conform to the warranties. If Licensor does not correct the Software or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days, as Buyer's sole remedy and Licensor's exclusive liability (except as provided in Section 9), Buyer may terminate the Subscription and this Agreement without further liability and Licensor will provide Buyer with a refund of any fees prepaid to Licensor by Buyer, prorated for the unused portion of the Subscription, as well as, if applicable, any service credits available under Licensor's Support Services or other policies.

Buyer will report problems via the channels defined in documentation Buyer gets during the initial sales process of the Service.

5.4   Warranty Exclusions. Licensor will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Software by Buyer in violation of this Agreement or applicable Law; (b) unauthorized modifications to the Licensed Materials made by Buyer or its Personnel; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by Licensor or contemplated by the Standard Contract Listing or Documentation; or (d) use by Buyer of Software in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Buyer.

5.5   Compliance with Laws. Each Party represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("Laws") applicable to such Party in its performance under this Agreement.

5.6   Power and Authority. Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

5.7   Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT,

NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS

AND BUYER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS

OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Licensor does not warrant: (a) that the

Licensed Materials will meet Buyer's requirements; or (b) that the operation of the Software will be
uninterrupted or error free.

6.   Confidentiality

6.1   Confidential Information. "Confidential Information" means any nonpublic information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Licensor.

6.2   Obligations. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as necessary for the proper use of the Software, the exercise of a

Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.3   Compelled Disclosure.   If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

6.4   NDA.   Buyer and Licensor may agree that a separate nondisclosure agreement between Buyer and Licensor (or the respective Affiliates of Buyer and Licensor) ("NDA") will apply to the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

7.   Additional SaaS Service Obligations and Responsibilities

7.1   Acceptable Use.   Buyer will not intentionally use the SaaS Software or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on Licensor's system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Software or Licensor's systems or networks.

7.2   Buyer Data and Buyer Materials

7.2.1   Buyer is and will continue to be the sole and exclusive owner of all Buyer Materials, Buyer Data and other Confidential Information of Buyer, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any other proprietary rights in or to the Buyer Data and Buyer Materials.

7.2.2   Buyer will obtain all necessary consents, authorizations and rights and provide all necessary notifications in order to provide Buyer Data to Licensor and for Licensor to use Buyer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Buyer shares or permits access to Buyer Data.

7.2.3   The Parties agree that Buyer Data and Buyer Materials are Confidential Information of Buyer. Buyer hereby grants to Licensor a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Proprietary Rights, to reproduce and use Buyer Materials and Buyer Data solely for the purpose of, and to the extent necessary for, performing Licensor's obligations under this Agreement. In no event will Licensor access, use or disclose to any third party any Buyer Data or any Buyer Materials for any purpose whatsoever (including, without limitation, the marketing of Licensor's other products or services) other than as necessary for the purpose of providing the Software and Services to Buyer and performing its obligations under this Agreement. Licensor will not aggregate, anonymize or create any data derivatives of Buyer Data other than as necessary to provide the Software or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.

7.2.4   Buyer will have full access to, and has the right to review and retain, the entirety of Buyer Data contained in the Software. At no time will any computer or electronic records containing Buyer Data be stored or held in a form or manner not readily accessible to Buyer through the ordinary operation of the Software. Licensor will provide to Buyer all passwords, codes, comments, keys and documentation necessary for such access and use of the Software, and Buyer will be entitled to delete, or have Licensor delete, Buyer Data as expressly specified by Buyer.

7.3   System Data. To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Buyer or any device as originating through or interacting with Buyer or its Affiliates ("Identifiable System Data"), Licensor may only collect and use Identifiable System Data internally to provide and improve the Software and Services and Licensor's other products and services. Licensor will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Buyer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Buyer and its Affiliates. Licensor will not target any development efforts, marketing, communications or promotions arising from its use of Identifiable System Data at Buyer and its Affiliates or any other person based on the intended recipient's relationship with Buyer or any of its Affiliates. Licensor will not use or disclose any Identifiable System Data for any other purpose unless otherwise agreed in writing by the Parties.

7.4   Use of Other Data. Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Licensor's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with Buyer and its

Affiliates or any Confidential Information of Buyer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Software as originating through Buyer or its Affiliates or interacting with Buyer or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.

Licensor will also maintain an administrative access to the system that is used in respective support cases.

7.5 Security. Licensor will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Buyer Data; and (b) to protect Buyer Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure. Without limiting the foregoing, Licensor will provide the SaaS Services in compliance with the Security Addendum attached hereto.

7.6 Data Protection Legislation

7.6.1 Each Party will comply with all data protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific data protection Laws or their implementations.

7.6.2 Without limiting the generality of the foregoing, if Licensor is collecting or furnishing Personal Information to Buyer or if Licensor is processing, storing or transferring Personal Information on behalf of Buyer, then Licensor and Buyer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Law, and if the Personal Information is regarding individuals in the European Economic Area, Licensor and Buyer agree to be bound by the attached Data Processing Addendum or other terms and conditions agreed upon by Buyer and Licensor that reflect their respective legal obligations with respect to Personal Information and any applicable data transfer mechanisms. For purposes of this Agreement, "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity or any data, data element or information that is subject to breach notification, data security obligations or other data protection Laws. For the avoidance of doubt, no Personal Information should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Law.

7.7   Remedies Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any of the provisions set forth in this Section 7.

7.8 Usage Rights and Quantities. Buyer is entitled to use all part of the Service that are described in the Standard Contract Listing. Other modules or functionality, even if they are accessible in the software, may not be used. The quantities in terms of number of users and/or managed workplaces Buyer is entitled to use can be found in the Standard Contract Listing and may not be exceeded.

The Buyer shall have access to one (1) environment. No additional environments will be provided for testing or quality assurance purposes. These may be ordered as required for an additional charge.

7.9 Fees Fees are paid in advance for the agreed subscription period. Licensor shall be entitled to reasonably increase the agreed upon prices for the contractual services in order to meet staffing costs and other cost increases. The Licensor shall notify the Buyer of a price increase in writing or via email; the price increase shall not apply to the period for which the Licensor has already made payments. If the price increase amounts to more than 5% per annum of the former fee, Buyer may terminate the Agreement upon receipt of the notification on the date at which the price increase would take effect, subject to 30 days' notice. If the Buyer uses this right of termination, then only the original fee shall be charged up to the point of termination.

8.   Liability

8.1   General. The respective liability of the Licensors and the Buyer is governed by German law.

8.2   Disclaimer; General Cap. IN NO EVENT WILL

(a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE,

INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER

PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH DAMAGES ARE

BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED IN THE

CASE OF A SUBSCRIPTION WITH ENTITLEMENT PRICING, THE FEES AND OTHER AMOUNTS PAID

AND REQUIRED TO BE PAID BY BUYER FOR THE SUBSCRIPTION, AND, IN THE CASE OF A

SUBSCRIPTION WITH METERED PRICING, THE FEES AND OTHER AMOUNTS PAID AND REQUIRED

TO BE PAID UNDER THIS AGREEMENT IN THE 3 MONTHS PRECEDING THE EVENT GIVING RISE

TO THE DAMAGES.

8.3   Exception for Gross Negligence, Willful Misconduct or Fraud.

THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL

NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

8.4   Exception for Certain Indemnification Obligations.   THE EXCLUSIONS OF AND

LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY

COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A

COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT

AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE

OBLIGATIONS UNDER THIS AGREEMENT.

9.   Start, Term and Termination

9.1   Start, Term.   This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement. This agreement shall have the minimum term as agreed in the Standard Contract Listing and may not be the subject of ordinary termination prior to that point. The subscription period shall be extended by further periods of the originally agreed term unless terminated by one of the Parties at the end of the minimum term or the extension period in question. The Parties may agree in writing upon a different notice period for termination of the Agreement.

9.2   Termination for Convenience.   Buyer may terminate the Subscription or this Agreement without cause at the end of the timeframe of subsription mentioned in the Standard Contract Listing upon notice to Licensor and using the termination or cancellation functionality available through the SaaS Services. If the service is a Subscription with Metered Pricing, Buyer will pay for all Software usage up to the time of termination. If a Subscription with Entitlement Pricing, Buyer will not be entitled to refund of fees nor relieved of any future payment obligations for any unused portion of the Subscription.

9.3   Termination for Cause.   Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. In the case of a SaaS Subscription, termination by Licensor pursuant to this Section does not prejudice Buyer's right, and Licensor's obligation, to extract or assist with the retrieval or deletion of Buyer Data as set forth in Section 9.4.2 following such termination.

9.4   Effect of Termination.

9.4.1 Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Software licensed under such Subscription will terminate, and Buyer's access to the Software and Serviceprovided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

9.4.2 Within 30 days following termination or expiration of any SaaS Subscription for any reason and on Buyer's written request at any time before termination or expiration, Licensor will extract from the SaaS Service and return to Buyer all Buyer Data, or if Buyer is able directly to retrieve or delete Buyer Data from the SaaS Service, then for a period of 30 days following termination or expiration of this Agreement for any reason, Buyer may retrieve or delete Buyer Data itself with support from Licensor as reasonably requested by Buyer. If Buyer retrieves or deletes Buyer Data itself, Licensor will assist Buyer, as reasonably requested by Buyer, in validating whether the retrieval or deletion was successful. Buyer Data must be provided or extractable in a then-current, standard nonproprietary format. Notwithstanding anything herein to the contrary, Licensor's duty to return or enable Buyer's retrieval or deletion of the Buyer Data pursuant to this Section 9.4.2 will not be discharged due to the occurrence of any Force Majeure event. Following delivery to Buyer of the Buyer Data and Buyer's confirmation thereof, or Buyer's retrieval or deletion of Buyer Data and Licensor's validation thereof, Licensor will permanently delete and remove Buyer Data (if any) from its electronic and hard copy records and will, upon Buyer's request, certify to such deletion and removal to Buyer in writing. If Licensor is not able to delete any portion of the Buyer Data or Buyer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

9.4.3 Sections regarding (Proprietary Rights), (Confidentiality), (Buyer Data and Buyer Materials), (Limitations of Liability), ((Effect of Termination), and (General) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11. Operational Regulations

11.1 Availability. Licensor shall provide the online services 24 hours a day, 7 days a week, with an availability (SLA) of 99.5%. This shall not include the non-availability of the system in the event of announced maintenance and update work and circumstances outside the control of Licensor.

11.2 Definition. (a) Available – authorized users can utilize the service. (b) Permitted non-availability – announced maintenance and update work and circumstances outside the control Licensor. That shall include force majeure, a general Internet outage, problems in the customer's infrastructure (such as no access to the Internet from the customer's network, unavailable VPN connections, inadequate firewall settings, etc.), changes to the service without the involvement of Licesnor (e.g. as a result of customizing, changes to interfaces, etc.), network intrusion or breaches, denial-of-service attacks or other unauthorized interference, encroachment or attacks by third parties.(c) Maintenance and update work activities such as maintenance of the software by means of hotfixes, new releases, customer-specific adaptations and/or replacement of hardware components or system configurations to preserve security and availability.(d) SLA for availability (%) –is calculated on a monthly basis as a percentage of the ratio of the time (in hours) in which the service is available (uptime) to the total maximum possible service time minus the time of the permitted non-availability and is disclosed. Example (fictitious): for the month of January: maximum possible service time = 31 days * 24 hours = 744 hours, time for an announced maintenance window = 2 hours, measured downtime = 1 hour. SLA calculation: Uptime = maximum possible service time of 744 hours minus permitted non-availability of 2 hours minus a downtime of 1 hour= 741 divided by the relevant service time = maximum possible service time of 744 hours minus permitted non-availability of 2 hours = 742 hours, giving an SLA of 99.86%.

11.3 Monitoring The availability and usability of the systems shall be monitored by suitable monitoring systems.

11.4 Release upgrades / Hotfixes. The Service includes upgrades to new release versions after their availability and the installation of hotfixes at least twice a year. Buyer can choose in agreement with Licensor when and whether such activities take place. However, Licensor reserves the right to carry out a release upgrade and hotfixes after prior notice when technical requirements or functionality of the release in current use are no longer supported or malfunction and errors can only be rectified by new releases or hotfixes. Buyer has a duty to cooperate in the event of release upgrades and hotfixes, since the scope and functionality of the Service can be extended on a customer specific basis with the aid of the customizing functionality. This extended functionality must be examined to ascertain whether it can run whenever the customer migrates to a new release version and if it needs to be adapted. That requires appropriate cooperation of Buyer.

11.5 Maintenance windows. For technological and security-related reasons, Licensor or its contractors will utilize a maintenance window once a month at the most in order to update the IT infrastructure (hardware and software). Among other things, that ensures that security gaps are remedied no later than 90 days after they become known. The customer will be given 14 days' advance notice of these maintenance windows, which shall preferably be outside the service times where possible. Maintenance work shall be announced by e-mail along with an indication of the expected duration. When the maintenance work has been completed, a final notification shall be issued that announces the full restoration to previous operation. The provisions in sections 11.1 and 11.2 shall not include maintenance windows that are necessary due to critical security gaps or an urgent threat.

11.6 Support. Buyer will report problems via the channels defined in documentation Buyer gets during the initial sales process of the Service. Support messages can be incidents ("Incidents") describing a service issue or service requests ("Service Request") describing an enhancement on behalf of Buyer.

11.7 Backup Buyers data held in a Buyer specific database (hereinafter the "Application Data") shall be backed up regularly , at least once daily, unless agreed otherwise between the Parties. The backup generated shall be held for seven (7) days before being automatically overwritten on the following working day. Individual Backups are possible and can be issued as Service Requests.

12. General

12.1 Applicable Law. This Agreement will be governed and interpreted under the laws of the Federal Republic of Germany. The Parties agree that the exclusive forum for any action or proceeding will be in Tübingen, Germany, and the Parties consent to the jurisdiction of the state and federal courts located in Germany. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 Assignment. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, either Party may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets related to the Standard Contract Listing or the assigning Party's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.3 Divestiture. If Buyer divests a portion of its business to one or more organizations that are not Affiliates of Buyer, or if an entity ceases to be an Affiliate of Buyer (such divested business unit or such entity, a "Divested Affiliate"), Licensor agrees to allow such Divested Affiliate to continue to use the Software, and Buyer may elect that (a) such Divested Affiliate continue, as if it were a Buyer Affiliate, to use the Software for the remainder of the Subscription, or (b) such Divested Affiliate may obtain its own Subscription to the Software for a period of 90 days after the effective date of such divestiture under the same terms and conditions as this Agreement and the same pricing as set forth in the Standard Contract Listing. Use by a Divested Affiliate after the conclusion of the Subscription or 90-day period, as applicable, will require a separately purchased subscription from Licensor through an AWS Marketplace account of that Divested Affiliate or its then-current Affiliates.

12.4   Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Buyer and Licensor. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties.

NEITHER PARTY WILL BE BOUND BY, AND EACH

SPECIFICALLY, OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO

THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER,

INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE,

CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS

SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

12.5   Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions, including, in the case of a SaaS Service, Licensor's Business Continuity Plan, as required under this Agreement (a "Force Majeure Event"). A Force Majeure Event will not excuse or suspend Licensor's obligation to invoke and follow its Business Continuity Plan in a timely fashion, and to the extent that such Business Continuity Plan was designed to cover the specific force majeure, or events caused by the Force Majeure Event, the foregoing will excuse Licensor's performance under this Agreement only for the period of time from the occurrence of the Force Majeure Event until Licensor invokes its Business Continuity Plan. If a Force Majeure Event continues for more than 14 days for any Subscription with Entitlement Pricing, Buyer may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by Buyer to Licensor for such unperformed portion.

12.6   Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Software or Services, and in the case of Licensor, where Licensor provides the Software or Services. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Buyer Data to any country subject to an embargo or other sanction by the United States.

12.7 Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

12.8 Notices. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Standard Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

12.9 Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

12.10 Publicity. Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

12.11 Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

12.12 Severability. If any term or condition of this Agreement is to any extent held invalid or

unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

12.13 Subcontracting. Licensor may use Subcontractors in its performance under this Agreement, provided that: (a) Licensor remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Licensor or cause any loss of

warranty under this Agreement; and (b) Licensor agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Licensor such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Licensor. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Licensor will be deemed the act or omission of Licensor. Upon request, Licensor will identify to Buyer any Subcontractors performing under this Agreement,   including any that have access to Buyer Data, and such other information reasonably requested by Buyer about such subcontracting.

Security Addendum for Standard Contract Listing (Basic Security Requirements)

This Security Addendum (this "Security Addendum") is part of the "Cloudincubator GmbH SaaS Standard Contract and DPA" (the "Standard Contract") between Licensor and Buyer and governs the treatment of Confidential Information of Buyer in the case of a SaaS Subscription. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Standard Contract.

1.   Security Program.   Licensor will, consistent with industry standard practices, implement and maintain a security program: (a) to maintain the security and confidentiality of Confidential Information; and (b) to protect Confidential Information from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure. Licensor will safeguard Buyer's Confidential Information with at least the degree of care it uses to protect its own confidential information of a like nature and no less than a reasonable degree of care. Without limitation, Licensor's policies will require, and the safeguards to be implemented by Licensor, will include at a minimum, but without limitation to, the following:

1.1   appropriate administrative controls, such as communication of all applicable information security policies, information security and confidentiality training, and assignment of unique access credentials (which shall be revoked upon termination);

1.2   controls to ensure the physical safety and security of all facilities (including third party locations) where Confidential Information may be processed or stored, including, at a minimum, locked doors and keys/key cards to access any facility and a business continuity plan that is regularly reviewed and updated.

1.3   controls to limit access to Licensor's systems and Confidential Information, including a password policy for all Personnel that access Confidential Information and a prohibition on the use of shared credentials for users and/or systems; and

1.4   regular testing and evaluation of the effectiveness of the safeguards for the protection of Confidential Information.

2.   Security Requirements

Without limiting Licensor's duties and obligations under Section 1 of this Security Addendum, Licensor will comply with the following requirements:

2.1 Licensor Systems; Access

2.1.1 Licensor shall not and shall not permit a third party to access, use or disclose Confidential Information except as specifically authorized in the Standard Contract or this Security Addendum.

2.1.2 Licensor wil safeguard Confidential Information in a controlled environment consistent with industry standards.

2.1.3 Licensor shall establish, maintain and enforce the security access principles of "segregation of duties" and "least privilege" with respect to Confidential Information.

2.1.4 Licensor will maintain a list of systems where Confidential Information is processed and stored and maintain a list of Personnel who have access to those systems.

2.1.5 Licensor will have in place industry standard policies and processes to limit access to Personal Information including: (i) a unique individual user-id will be used for each user that accesses Confidential Information; (ii) any temporary password issued will be unique and must be changed upon first use; (iii) no Confidential Information, nor a subset of Confidential Information (such as part of a user's Social Security Number), will be used in either the user-id or the initial temporary password; and (iv) it will establish a process to ensure timely revocation of access when access is no longer allowed for an individual (e.g. separation, role change).

2.1.6 Licensor will have in place industry standard end user authentication processes including that passwords will not be displayed, printed stored in clear text and will be required to be at least twelve characters, case sensitive, different from user-ids and will be a combination of at least uppercase, lowercase, special characters and numerals.

The process for users to change their passwords will meet the following requirements: (i) passwords are not sent in email (except for temporary/one-time use passwords); (ii) users receive a separate notification upon password and/or profile changes such as an email or mail; and (iii) password resets require authentication of individual identity.

2.1.7 Licensor will time out an authenticated session and require re-authentication should the session expire. If using cookies for authenticated session management, the cookies must be marked as secure, and any authentication material must be encrypted.

2.1.8 Upon Buyer's request, Licensor shall provide Buyer a copy of or online viewing access to a summary of its policies, processes and administrative controls by which Confidential Information is used, disclosed, stored, processed or otherwise transmitted or handled, and any material modifications to such policies, processes and controls.

2.2 Personnel.

2.2.1 Access to Confidential Information will be restricted to authorized Personnel and provided only on a need to know basis. Personnel having access to Confidential Information shall be bound by a written agreement with Licensor with requirements and restrictions no less than those set forth herein. Each Personnel must pass a background check consistent with industry standards before having access to Confidential Information.

2.2.2 Licensor shall provide security awareness training to all Personnel authorized by Licensor to have access to Confidential Information ("Authorized Personnel"). Such training shall be: (i) consistent with industry standards; (ii) designed, at a minimum, to educate all such individuals on maintaining the security, confidentiality and integrity of Personal Information consistent with this Security Addendum; and (iii) be provided no less than annually.

2.2.3 Licensor shall have in place a process by which Authorized Personnel and other user accounts are created and deleted in a secure and timely fashion.

2.3 Records and Risk Assessments

2.3.1 Licensor agrees to maintain and enforce retention policies for any and all reports, logs, audit trails and any other documentation that provides evidence of security, systems, and audit processes and procedures in accordance with all applicable laws and regulations.

2.3.2 Licensor will conduct regular penetration testing or other appropriate security testing and security assessments that verify its information security practices as to the use, handling and storage of Confidential Information. Upon request from Buyer, Licensor will provide Buyer a copy of or online viewing access to reports summarizing such testing and audits. If Licensor engages an independent third party to conduct audits, upon request by Buyer, Licensor will provide to Buyer a copy of or online viewing access the audit reports or certifications issued (or a summary of the audit reports if use or distribution of the reports is restricted by the third party auditor) as a result of such audits. If Licensor conducts its own risk assessment, then Licensor will provide Buyer with a copy of or online viewing access to its report of such assessment, including at a minimum a summary of Licensor's security program, including the safeguards, controls, policies and procedures with respect to infrastructure, software, people, procedures, and data used to provide the SaaS Services ("Security Program") as verified against Licensor's actual practices and any material vulnerabilities or issues identified in the audit.

Any such reports are Licensor's Confidential Information.

2.3.3 Licensor shall remedy material issues identified from the testing and audits in a timely manner.

2.4 Business Continuity. Licensor will establish and implement plans and risk controls, consistent with industry standards, for continuity of its performance under this Agreement ("Business Continuity Plan"). Licensor's Business Continuity Plan will include safeguards to resume the SaaS Service, and recover and make available Buyer Data, within a reasonable time after a security breach or any significant interruption or impairment of operation or any loss, deletion, corruption or alteration of data. Licensor will review its Business Continuity Plan on a regular basis and update it in response to changes within its company and industry standards.

Upon request, Licensor will provide Buyer a summary of its Business Continuity Plan that covers access and processing of Buyer Confidential Information.

2.5 Personal Information.

2.5.1 Licensor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information relating to individuals, it shall act only on instructions and directions from Buyer as set out in the Standard Contract. Licensor shall comply within a reasonable time frame (which shall in no event be longer than any time frame for compliance required by law) with all such instructions and directions.

2.5.2 Licensor shall as soon as reasonably practicable in the circumstances, and in any event within three days of becoming aware of any data subject access request, serve notice on Buyer of any request made by a data subject to access Personal Information processed by Licensor on behalf of Buyer and, if required by Buyer, permit Buyer to handle such request and at all times cooperate with and assist Buyer to execute its obligations under the law in relation to such data subject access requests.

3. Data Security Breach Notification.

3.1 Licensor will inform Buyer promptly upon discovery of any compromise, unauthorized access to, alteration, loss, use or disclosure of any Confidential Information or any other breach of the confidentiality, security or integrity of Confidential Information (each, a "Security Incident"), provided that such notification is not prohibited by legal authorities. Licensor will investigate and conduct a root cause analysis on the Security Incident and take all reasonable steps to prevent further compromise, access, alteration, loss, use or disclosure of such Confidential Information. Licensor will provide Buyer written details and regular updates regarding Licensor's internal investigation of each Security Incident, and Licensor will cooperate and work together with Buyer to formulate and execute a plan to rectify all Security Incidents.

3.2 Licensor shall be responsible for all its costs related to or arising from any Security Incident, including without limitation investigating the Security Incident. At Buyer's request and cost, Licensor will reasonably cooperate with Buyer, at Licensor's expense, in complying with its obligations under applicable law pertaining to responding to a Security Incident.

3.3 Licensor's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Licensor of any fault or liability with respect to the Security Incident. Buyer must notify Licensor promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the SaaS Service.

4.   General.

4.1   Buyer shall retain ownership of Confidential Information. Licensor shall not obtain any ownership interest in Confidential Information.

4.2   Licensor shall not retain Confidential Information beyond the expiration or termination of the Standard Contract, except as provided in this Security Addendum, the Standard Contract or by law. Upon completion of the Services, Confidential Information shall be promptly returned, deleted or destroyed as required under the Standard Contract. If Licensor cannot promptly return, deleted or destroy Confidential Information, Licensor shall protect such Confidential Information in accordance with this Security Addendum for so long as Licensor retains such Confidential Information.

4.3   If Licensor subcontracts its obligations under this Security Addendum, Licensor shall enter into a written agreement with its subcontractor that (i) imposes in all materials respects the same obligations on the subcontractor that are imposed on Licensor under this Security Addendum ("Subcontractor Obligations"), and (ii) does not allow further subcontracting of its obligations. Without limiting the foregoing, Licensor shall remain liable to Buyer for its obligations under this Security Addendum, including any misuse or mishandling of Confidential Information by its subcontractors. Licensor will be responsible for the compliance of the subcontractors with the terms of this Addendum.

4.4   Licensor shall comply with and shall cause each of its subcontractors to comply with all applicable laws and regulations including all data protection and security laws and regulations whether in effect at the time of execution of this Security Addendum or coming into effect thereafter. This Security Addendum does not limit other obligations of Licensor, including under any Laws that apply to Licensor or its performance under this Agreement.

4.5   This Security Addendum and all provisions herein shall survive as long as Licensor and/or subcontractor retains any Confidential Information.

General Data Protection Regulation Data Processing Addendum for Standard Contract for AWS Marketplace (European Economic Area & Switzerland)

This Data Processing Addendum (this "Addendum") is part of the Standard Contract (the "Standard Contract") between Licensor (who is the data processor) and Buyer (who is the data controller) and governs Licensor's processing of Personal Data to the extent such Personal Data relates to natural persons in the European Economic Area or Switzerland in connection with Licensor's provision of the Services it provides pursuant to the Standard Contract. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Standard Contract.

The term of this Data Processing Agreement corresponds to the duration of the Standard Contract.

Processing of Personal Data

1.   Instructions from the Controller. Notwithstanding anything in the Standard Contract to the contrary, Licensor will only process Personal Data in order to provide the Services to Buyer, in accordance with Buyer's written instructions, or as required by applicable Law. Licensor will promptly inform Buyer if following Buyer instructions would result in a violation of applicable data protection law or where Licensor must disclose Personal Data in response to a legal obligation (unless the legal obligation prohibits Licensor from making such disclosure). Buyer issues all orders, partial orders, and instructions in writing or in   an   electronic format.   Verbal instructions must be confirmed immediately in writing or in an electronic format.

2.   Confidentiality. Licensor will restrict access to Personal Data to those authorized persons who need such information to provide the Services. Such authorized persons are obligated to maintain the confidentiality of any Personal Data.

3.   Sensitive Information. Typically, the data subjects are internal employees, external employees, and suppliers of Buyer.Buyer determines the categories of data subjects at the time of data entry.
In principle, data of all categories of data subjects can be processed. Buyer will inform Licensor if Personal Data falls into any special categories of personal data as defined in Article 9(1) of Regulation (EU) 2016/679.

4.   Security. Licensor will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Personal Data provided by Buyer and processed by Licensor. Such

security measures will be at least as protective as the security requirements set forth in Section 8.5 of the Standard Contract.

5.   Sub-processors. Buyer agrees that Licensor, a processor, may engage other processors ("Sub-processors") to assist in providing the Services consistent with the Standard Contract. Licensor will make a list of such Sub-processors available to Buyer prior to transferring any Personal Data to such Sub-processors. Licensor will notify Buyer of any changes to the list of Sub-processors in order to inform Buyer about changes.

6.   Sub-processor Liability. Where Licensor engages another processor for carrying out specific processing activities on behalf of Buyer, the same data protection obligations as set out in this Addendum will be imposed on that other processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the EU data protection law. Where that other processor fails to fulfil its data protection obligations, Licensor shall remain fully liable to the Buyer for the performance of that other processor's obligations.

7.   Access Requests. Licensor has implemented and will maintain appropriate technical and organizational measures needed to enable Buyer to respond to requests from data subjects to access, correct, transmit, limit processing of, or delete any relevant Personal Data held by Licensor.

8.   Recordkeeping. Upon a request issued by a supervisory authority for records regarding Personal Data, Licensor will cooperate to provide the supervisory authority with records related to processing activities performed on Buyer's behalf, including information on the categories of Personal Data processed and the purposes of the processing, the use of service providers with respect to such processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.

9.   Cooperation. Licensor will cooperate to the extent reasonably necessary in connection with Buyer's requests related to data protection impact assessments and consultation with supervisory authorities and for the fulfillment of Buyer's obligation to respond to requests for exercising a data subject's rights in Chapter III of Regulation (EU) 2016/679. Licensor reserves the right to charge Buyer for its reasonable costs in collecting and preparing Personal Data for transfer and for any special arrangements for making the transfer.

10.   Third Party Requests. If Licensor receives a request from a third party in connection with any government investigation or court proceeding that Licensor believes would require it to produce any Personal Data, Licensor will inform Buyer in writing of such request and cooperate with Buyer if Buyer wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable Law.

11. Transfer of Personal Data; Appointment. Buyer authorizes Licensor to transfer, store or process Personal Data in the United States or any other country in which Licensor or its Sub-processors maintain facilities. Buyer appoints Licensor to perform any such transfer of Personal Data to any such country and to store and process Personal Data in order to provide the Services. Licensor will conduct all such activity in compliance with the Standard Contract, this Addendum, applicable Law and Buyer instructions.

12. Retention. Personal Data received from Buyer will be retained only for so long as may be reasonably required in connection with Licensor's performance of the Standard Contract or as otherwise required under applicable Law.

13. Deletion or Return. When instructed by Buyer, Licensor will delete any Personal Data or return it to Buyer in a secure manner and delete all remaining copies of Personal Data after such return except where otherwise required under applicable Law. Licensor will relay Buyer's instructions to all Sub-processors.

14. Breach Notification. After becoming aware of a Personal Data breach, Licensor will notify Buyer without undue delay of: (a) the nature of the data breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at Licensor.

15. Audits. Upon request, Licensor will make available to Buyer all information necessary, and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor mandated by Buyer, to demonstrate compliance with Article 28 of Regulation (EU) 2016/679. For clarity, such audits or inspections are limited to Licensor's processing of Personal Data only, not any other aspect of Licensor's business or information systems. If Buyer requires Licensor to contribute to audits or inspections that are necessary to demonstrate compliance, Buyer will provide Licensor with written notice at least 60 days in advance of such audit or inspection. Such written notice will specify the things, people, places or documents to be made available. Such written notice, and anything produced in response to it (including any derivative work product such as notes of interviews), will be considered Confidential Information and, notwithstanding anything to the contrary in the Standard Contract, will remain Confidential Information in perpetuity or the longest time allowable by applicable Law after termination of the Standard Contract. Such materials and derivative work product produced in response to Buyer's request will not be disclosed to anyone without the prior written permission of Licensor unless such disclosure is required by applicable Law. If disclosure is required by applicable Law, Buyer will give Licensor prompt written notice of that requirement and an opportunity to obtain a protective order to prohibit or restrict such disclosure except to the extent such notice is prohibited by applicable Law or order of a court or governmental agency. Buyer will make every effort to cooperate with Licensor to schedule audits or inspections at times that are convenient to Licensor. If, after reviewing Licensor's response to Buyer's audit or inspection request, Buyer requires additional audits or inspections, Buyer acknowledges and agrees that it will be solely responsible for all costs incurred in relation to such additional audits or inspections.

16. Technical and Organizational measures. „Technical and Organizational Measures" list the Licensors technical and organizational measures to achieve an adequate level of protection and to counteract the risks to the rights and freedoms of persons whose data is processed during the course of processing of data under this Data Processing agreement. The measures that are taken by the Licensor may be subjected to further technical and organizational refinement in the course of the performance of the Data Processing Agreement, but they must not fall short of the agreed standards. The Licensor and the Buyer must agree upon any significant changes in documented form (in writing or electronically), insofar as these changes affect the provision of the Service. Such coordination must be maintained for the duration of this Data Processing Agreement.

Technical and Organizational Measures for Data Processing Agreement

The following technical and organizational measures are set forth by the Licensor.

Access control

1. Every user access to data processing equipment and systems is only possible via user authentication using a password or through a Single-Sign-On (SSO) solution.
2. Password Policy as described in the Standard Contract.
3. Levels of user access are managed and created by assigning user privileges.
4. Computer screens are locked after 5 minutes of inactivity.
5. Two-factor authentication is used for password management software and the public cloud hosting provider.
6. Administrative access is logged.
7. All outside communication is encrypted based on current SSL/TLS standards.
8. Usage of state of the Art web application firewall in combination with reverse proxy/load balancer.
9. Auto generated certificates with automatic renewal.
10. For the security guidelines of the AWS:
    https://aws.amazon.com/compliance/data-center/controls/

Data storage media control

11. Employees who work in public places use screen protectors on their laptops.
12. Clean desk policy.
13. The hard drives of notebooks/laptops are encrypted.

Storage control

14. User data is always encrypted on rest.

User control

15. Every user access to data processing equipment and systems is only possible via user authentication using a password or through a SSO solution.
16. Users get rights according to "need to know" and "least privilege".
17. Tool-assisted password management.

Transfer controls

18. User data is only transferred over an encrypted connection.

Input controls

19. Access to the system and data changes at the user level can be logged.

Transport controls

20. There is no transport of physical data storage.

Data recovery

21. Backup and recovery concept.
22. Backup operation control.

Reliability

23. High infrastructure redundancy (of computing, storage, and network resources) is provided through use of public cloud infrastructure provided by the accepted Subcontractors.

24. Annual training of employees on data protection guidelines.
25. All employees sign the declaration on data secrecy (§5 of the German Federal Data Protection Act (BDSG)). From 05/25/2018 onwards, employees obligate themselves to confidentiality based on Article 5 (1) et seq. and Article 32 (4) of the General Data Protection Regulation (GDPR).

Data integrity
26. Backup and recovery concept.
27. Backup operation control.
28. Monitoring of production systems.

Control of sub processors
29. Data processing agreements have been concluded with all sub processors that are involved in processing of data under this Agreement.

Availability control
30. Monitoring of production systems.

Processing in compliance with instructions
31. In accordance with Art. 32 Para. 4 GDPR, it is ensured that employees and external service providers who have access to personal data.

Data Protection Management
32. Security Incident management.
33. Data protection-friendly default settings according to Art. 25, Para. 2 GDPR.

List of accepted Subcontractors

- Amazon Web Services (AWS) - European Regions
- Microsoft Azure – European Regions
- Microsoft Office 365 Servies – European Regions