

# Cloud Service Agreement (“CSA”) for a Service Package on Fabasoft PROCECO

Valid from January 1<sup>st</sup>, 2023

Confidential

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To aid readability, the third-person plural pronoun will be used instead of gendered pronouns (e.g. they/them instead of he/him). These plural pronouns shall be used for both singular and plural references, encompassing all genders.

## Preamble

- A.** The Cloud Service Agreement (hereinafter referred to as “CSA” or “Contract”) regulates the rights and duties between the Contractor and the Customer (together referred to as the “Contract Parties” in this context).

The Contractor offers the Service Package as defined in more detail in the CSA Information Sheet together with the associated Basis of the Contract as Software-as-a-Service (SaaS), (hereinafter also referred to as “Service Package”).

The Service Package applies to a PROCECO solution developed and operated on the Fabasoft Business Process Ecosystem (“Fabasoft PROCECO”). The Fabasoft Cloud is the technical infrastructure underlying Fabasoft PROCECO.

- B.** The CSA is made up of the “Basis of the Contract” as it is called in the CSA Information Sheet which constitutes an integral component of the CSA and regulates the contractual relationship between the Customer and the Contractor on the use of the Service Package chosen by the Customer. In the event of a conflict between the contractual bases, priority shall be determined by the order of the documents in the CSA Information Sheet, unless otherwise expressly stipulated in the CSA.

The Customer can access, read, save and print the current version of the CSA at the website listed in the CSA Information Sheet under “Link to Basis of the Contract”.

- C.** It is noted that Fabasoft Austria GmbH is appointed as the representative within the meaning of Article 3 (2) in conjunction with Article 27 of the GDPR (EU Data Protection Regulation) within the European Union for Fabasoft 4teamwork AG, registration number CHE-114.639.752, Dammweg 9, CH-3013 Bern.

- D.** Customers can contact the Contractor using the following email address in the CSA Information Sheet under “Possible Contacts”, “Data Privacy” in case of any questions regarding the processing of personal data.

The Contractor is also available through this contact option for notifications and communications in the event of security or data protection incidents, complaints or ambiguities, as well as for requests for support in answering requests from data subjects, and in reviews.

- E.** The current CSA applies to both free and fee-based Service Packages and also regulates in particular the respective contract terms and termination options.

- F.** The Contractor is also entitled to claim a charge for the Contract concluded with the Customer should the Service Package not be expressly and unequivocally advertised as being cost free. The applicable prices at the time of concluding the Contract are stated in the underlying offer. The agreed charge is to be paid in advance of the specific payment period.

- G.** The features and properties of the integrated software product, the use of which are connected with this Service Package, shall be defined in a separate software product information document. For the respective up-to-date version of the integrated software product, the relevant version of the software product information document is applicable and enforceable. The current version of the software product information document can be found at the website listed in the CSA Information Sheet under “Link to the Basis of the Contract”.

- H.** You are not permitted to use the Service Package without contract.

You may not accept the contents of this contract if you are unable to conclude a binding contract with the Contractor due to the applicable legal provisions (e.g. because you are not of age), or if you are a consumer within the meaning of the applicable legal provisions. The Contractor shall direct its activities **exclusively to entities and sole proprietors** within the meaning of the applicable legal provisions.

- I. The Contractor recommends that you read these documents carefully (including the Basis of the Contract) and print them out or save them locally for your documentation.
- J. The provisions of this preamble shall form part of the contract.

## 1. Subject of the Contract

- 1.1.** On conclusion of the Contract, the Contractor grants the Customer a non-exclusive and non-transferable license to use the Service Package as further defined in the Basis of the Contract, which is unlimited in terms of geography and, with regard to term, limited to the duration of the Customer's Contract concluded with Contractor on use of the Service Package.

The license granted to the Customer and the services provided by the Contractor in accordance with the Contract shall be referred to as the "Service Package".

- 1.2.** The features, properties and definition of the Service Package are specified as follows (hereinafter also as "Performance Parameters"):

- (i) through the "Software Product Information (SPI)", see the CSA Information Sheet "Basis of the Contract"
- (ii) through the Performance Characteristic Data Center, see the CSA Information Sheet "Basis of the Contract" and
- (iii) through the Performance Characteristics Data Security see further the CSA Information Sheet "Basis of the Contract"

- 1.3.** The Contractor expressly reserves the right to change the CSA in question, the other contractual bases, and the performance parameters for the Service Package selected by the Customer under the following conditions.

The CSA published at the time of the conclusion of the contract under "Link to the Basis of Contract" indicated in the CSA Information Sheet last updated is applicable to the contractual relationship.

Changes to the CSA shall generally take effect for the Customer with the next payment period, unless otherwise stated below.

If the amendments to the CSA are required due to changes in the legal basis, e.g. changes in the legal/regulatory situation, new supreme court rulings, etc., the respective amendment to the CSA shall already be effective as of the effective date specified in the CSA under "Link to the Basis of Contract" in accordance with the CSA Information Sheet.

Changes to the CSA will be announced at least 14 days before they take effect.

Amendments to the contract annexes shall in any case become effective as of the respective effective date, unless expressly provided otherwise in the respective documents.

- 1.4.** For contractual relationships with Customers that correspond to a cost-free service package, changes of the CSA and the performance parameters are possible and permitted at any point during an existing contract period. The most up-to-date version published under the

"Link to the Basis of the Contract" pursuant to the CSA Information Sheet applies to the contractual relationship.

## 2. Registration

- 2.1. The Contractor requests information (contact details) that is necessary and relevant in order to conclude a transaction with the interested party as a Customer on the basis of this information and to activate the Customer as a user. A description of these contact details can be found in the "Basis of the Contract", "Performance Characteristic Data Security" listed in the CSA Information Sheet.

## 3. Conclusion of the Contract

- 3.1. The Contract shall come into effect with the sending of the order or registration confirmation, at the latest, however, with the delivery of the Contractor's invoice to Customer on the "Basis of Contract" stated in the CSA Information Sheet.
- 3.2. The Contractor cannot technically establish with certainty whether a Customer really is the person that the Customer claims to be. Therefore, the Contractor provides no guarantee as to the actual identity of a Customer. For this reason, each Customer must be convinced of the identity of another Customer or of the identities of natural persons allocated by this Customer.
- 3.3. By entering into this Agreement, the Customer confirms that he/she is **not a consumer** within the meaning of the applicable legal provisions.

## 4. Duration and termination of the Contract

- 4.1. The Contract for a cost-free service package shall be concluded for an unlimited period of time and may be terminated by either contractual party without providing a reason, subject to a notice period of one week.
- 4.2. The Contract for a service package subject to a fee shall also be concluded for an unlimited period of time. The payment period is stated in the underlying offer. The contractual relationship can be terminated by either party without providing a reason, subject to a notice period of one month to the end of the respective payment period, for which the Customer still needs to pay, in accordance with the Contract.
- 4.3. Concluding a CSA for certain service packages may require a modification to the payment period of service packages that have already been purchased. During the purchase process, the Customer will be made aware of exactly which modifications to payment periods are linked with the conclusion of a CSA of this kind.
- 4.4. Furthermore, the contractual parties are entitled to cancel the contract with immediate effect on justifiable grounds ("good cause", defined below) without complying with notice periods or notice dates.

Good cause that entitles the Contractor to cancel the Contract with immediate effect includes, in particular: a) if the Customer is in arrears with payments by more than 30 days, b) if the Customer has violated their obligations assumed pursuant to this Contract, especially violations of statutory provisions by the Customer (e.g. the Customer advertises for associations or groups – or their methods or activities – that are monitored by security

or youth protection authorities), c) if the Customer provides incorrect contact details or payment information to the Contractor, or d) if the Customer harms one or several other Customers. In general, good cause shall also be deemed to exist if the conduct of a contractual party causes the other contractual party to lose trust in the former within the continuing obligation.

- 4.5.** The termination declaration and the contract cancellation notification due to good cause must be sent on time and in writing by email to the address under "Termination declarations" in the CSA Information Sheet or by sending the correctly completed termination form, which is available online at "Additional Helpful Links" pursuant to the CSA Information Sheet; those sent by the Contractor shall be sent to the email address provided by the Customer during the registration process. When the Customer is making the cancellation, they must provide their identification (e.g. name, company, address, companies' trade register number, UID) and their registered email address in order for the termination to be legally effective. In the event of a termination declaration, it is crucial for compliance with notice periods that the other contractual party receives the termination declaration before the start of the notice period.
- 4.6.** No later than 14 days after notice of termination of the Contract, the Contractor shall inform the Customer by means of an automatically generated message about the imminent termination of the Contract and the Contractor's authorization to delete the data stored by the Customer (user data) in the data locations. Subject to a term of at least four months and no more than six months after contract termination, the Contractor shall be explicitly authorized to permanently delete data saved by the Customer in the data locations – i.e. in such a way that the process cannot be reversed. This deletion shall be carried out by the Contractor irrespective of the quality, nature, value and significance of this data for the Customer. At the Customer's request, which must be declared to the Contractor in writing by email before the expiry of 4 months from the termination of the Contract, the Contractor shall be prepared, within a period of not less than 4 months and not more than 6 months after the termination of this Contract, to hand over to the Customer on machine-readable recording media data specifically designated by the Customer, which the Customer has stored in accordance with this Contract, for a fee to be determined in each individual case; in this case, documents in the user data shall be delivered in the technical format in which they were set by the Customer and metadata of the user data shall be delivered in an XML format supported by the Contractor.

The Contractor therefore recommends that the Customer finds and retrieves their data before the end of this Contract at their own initiative.

- 4.7.** If the Customer changes from a service package to another service package with lower performance parameters after the end of the payment period, the Customer shall adjust the storage volume used by them for data stored by the Customer to the lower performance parameters of the newly selected service package as of the effectiveness of the Contract change, otherwise the Contractor shall be entitled to delete such data in accordance with this CSA.
- 4.8. Within the scope of the Contractor's data processing as a processor for the Customer (as a data controller), the Contractor may engage sub-processors or replace already engaged ones under the conditions specified in item 5.5.1 of the Performance Characteristics Data Security.** The Contractor shall inform the Customer of subcontracting or the change of **sub-processor** immediately. The Customer shall then be granted a right of objection.

In case the Customer objects to the subcontracting for an objectively justified reason, such objection shall not change the legality of the subcontracting. In the event that the Customer objects to the subcontracting for an objectively justifiable reason, this objection shall in no way affect the lawfulness of the subcontracting.

This extraordinary right of termination entitles the Customer and the Contractor in each case to terminate the contractual relationship in question, taking into account the formalities pursuant to Clause 4.5. If the Customer has selected a payment period that lasts longer than the contractual relationship once extraordinary termination occurs, the Customer shall be refunded the fees that have been overcharged, factored on a monthly basis.

The Customer also has a right to extraordinary termination if the Contractor arbitrarily uses a **sub-processor** without obtaining the prior written consent of the Customer or does so contrary to an objectively justifiable objection of the Customer, and an amicable resolution is not possible.

**The current list of sub-processors is available online** at the "Link to the Basis of the Contract" according to the CSA Information Sheet.

With regard to the regulations on data protection and data security in relation to the commissioning of sub-processors, as well as the requirements for an objection, reference is made in particular to the provisions of the "Performance Characteristics Data Security" and "Data Processing Agreement".

## 5. Customer

- 5.1. Only the Customer and natural persons named by this Customer (allocated natural persons and their roles) have authorization to use the service package. A Customer is understood as a legal entity (natural person, legal person, plurality of persons) that has concluded the contract, is responsible for the rights and obligations within the conclusion of the contract and, in particular, therefore also pays for the charges included in the conclusion of the contract. Therefore, the Customer's identity must be specified in connection with the conclusion of the contract (e.g. name, company, address, companies' trade register number, UID). Upon concluding the contract, the Customer shall state how many natural persons the Customer intends to assign to roles liable to pay costs for use of the service package forming the subject of the contract and for which storage volume is the foundation of the contract.
- 5.2. The Contractor's Customers are exclusively entities and sole proprietors within the meaning of the applicable legal provisions.

## 6. Performance parameters

- 6.1. The variety of service package options represents the contractually defined performance parameters. If these performance parameters specified with the Customer at the conclusion of the respective Contract (e.g. the storage volume) are exhausted, further use of the service package (e.g. data storage) may not be possible.

The Customer has the option to enter into a new contractual relationship with the Contractor, whereby the Customer selects a service package that offers higher performance parameters.

- 6.2.** The data stored for the Customer is any data for which the Customer is registered as the owner (user data).
- 6.3.** If the Customer upgrades to a service package that offers higher performance parameters during a payment period and/or if the Customer purchases additional service packages during a payment period, the payments for these shall be calculated pro rata for the remaining payment period of the original service package.
- 6.4.** During a payment period for a service package subject to a fee, it is not possible to downgrade to a service package subject to a fee with lower performance parameters.

## **7. Payment, due dates, default penalties**

### **7.1. Term-related payment**

- 7.1.1.** The service package agreed with the Customer and the current price at the time of concluding the Contract are required for the payment due to the Contractor in accordance with the Contract. The price per activity, including the appropriate currency, can be seen in the underlying offer. Payments can only be made in the respective currencies that are provided in the underlying offer. The prices given are net, without VAT.
- 7.1.2.** The agreed payment cannot be changed throughout the payment period specified by the Customer upon conclusion of the Contract. For any new payment periods, the Contractor is entitled (for the first and all subsequent new payment periods) to set a new fee for the use of the service package, which then applies from the start of the respective payment period. If the price increase for a new payment period is more than 5% in comparison with the last price charged, the Customer may terminate the contractual relationship within 14 days of the start of the new payment period with the increased price conditions (of more than 5%) in writing to become effective at the end of the month following the charge at the new price. In the event that the contractual relationship is terminated by the Customer due to a price increase, the Contractor shall charge the Customer the price applicable prior to the price increase for the duration of the notice period.
- 7.1.3.** The payment is to be made in advance of the conclusion of the Contract and at the start of a new payment period.

### **7.2. Activity-related payment**

- 7.2.1.** These payments concern the use of the service packages, wherein their use is for carrying out activities subject to a fee. The price per activity, including the appropriate currency, can be seen in the underlying offer. Payments can only be made in the respective currencies that are provided in the underlying offer. The prices given are net, without VAT. These payments shall be due in advance (before the first activity is carried out). If the Customer has purchased a package for multiple activities, there shall be a time limit for carrying out these activities, which means that the activities must be completed within this limit. The respective applicable time period is specified in the underlying offer.

### **7.3. General provisions**

- 7.3.1.** Payment of the agreed charge is to be made by automatic bank transfer, direct debit or other similar, automated payment methods.
- 7.3.2.** The Customer is not entitled to offset any claims to which they are entitled against payment of the fee to the Contractor unless these claims are undisputed or have been bindingly

established in court. The payment obligation remains effective regardless of whether the requested user accounts are actually used.

- 7.3.3. In the event of delayed payments from the Customer, the Contractor reserves the right to suspend or end the services being provided, without prejudice to other rights to which they are entitled. The Contractor is entitled to this suspension of services, only insofar as this causes no risk to the security or integrity of the Customer's (personal) data. Interest on arrears of 8 percentage points above the base interest rate according to the publication of the National Bank in the country of the head office of the Contractor shall be considered as agreed. In addition, the Customer shall reimburse the Contractor for all necessary costs that are incurred in connection with collection. The Contractor shall also be authorized to delete data stored by the Customer in the Data Locations in such a way that the process cannot be reversed (see Clause 4.6).

## 8. Warranty

- 8.1.** The requirements for objective and/or content-specific performance and contractual fulfillment and the determination of guaranteed properties and/or the agreed characteristics of the service package agreed with Customer (including, for instance, the hardware and software environment required by the Customer, availability, response times, data storage method and methods for measuring, recording and documenting performance parameters) are solely determined under the links specified in Clause 1 of this Contract.

The Contractor guarantees that the type, features and properties of the service package agreed with the Customer in individual cases shall fundamentally meet the performance parameters attributed to the most recent version of the respective service package.

- 8.2.** If the service is not performed in accordance with the Contract, or is performed with errors, if the circumstances can be recreated by the Contractor and the Contractor is able to achieve these circumstances, the Contractor shall be obliged to produce a defect-free condition for the Customer at no additional cost and within a reasonable period. This is conditional on an objection from the Customer that is made immediately and within two weeks of knowledge, at the latest. If the performance of the service in accordance with the Contract fails significantly for reasons that fall within the control of the Contractor, even within a reasonable period set by the Customer, the Customer is entitled to terminate the Contract without notice. In this case, the Contractor shall be entitled to remuneration for the services rendered on the basis of the Contract until the termination takes effect. The remuneration shall only be waived for those services for which the Customer proves within 4 weeks after declaration of termination that they are not usable and of no interest to them.

FURTHER CLAIMS BY THE CUSTOMER DUE TO SERVICE FAULTS IN TERMS OF QUALITY AND/OR QUANTITY ARE EXCLUDED. THIS EXCLUSION SHALL NOT APPLY TO DAMAGE CAUSED BY INTENT OR GROSS NEGLIGENCE, NOR TO INJURY TO LIFE, BODY OR HEALTH.

- 8.3.** WARRANTY CLAIMS ARE FULLY EXCLUDED IN ANY CASES IN WHICH THE CONTRACTOR PERFORMS THEIR SERVICES PURSUANT TO THE CONTRACT FOR USING A SERVICE PACKAGE FREE OF CHARGE.

- 8.4.** The Contractor shall ensure the high availability of the Data Center operation as described in "Performance Characteristics Data Center Operation". If the Data Center operation is not available for more than 48 continuous hours outside the reserved maintenance window,

and the Contractor is responsible for this non-availability, in this case the Contractor shall pay the Customer for each calendar month in which such an event occurs, in lieu of other receivables and claims. This payment shall be a monthly sum that is calculated based on the charge for the Customer's chosen payment period, on a monthly pro-rata basis. The Contractor shall not be considered responsible for the actual non-availability (lack) of high availability if the failure is caused by the availability/lack of availability of the internet or other long-distance transmission technologies and/or if the failure is caused by war, strike, natural disasters or other comparable cases of force majeure.

## 9. Compensation

**9.1. THE CONTRACTOR'S LIABILITY FOR WARRANTY CLAIMS, AND FOR ANY DAMAGE, SHALL BE LIMITED TO ACTUAL REALIZED LOSS AND ALSO TO DAMAGE THAT IS CAUSED BY INTENT OR GROSS NEGLIGENCE. THE CONTRACTOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGE. THE CUSTOMER SHALL CONFIRM AND EXPRESSLY AGREE THAT THE CONTRACTOR IS IN NO WAY LIABLE FOR DAMAGE OF ANY KIND THAT ARISES THROUGH THE USE OF CONTENT, WEBSITES (INCLUDING HYPERLINKS), PRODUCTS AND RESOURCES (HARDWARE AND SOFTWARE ENVIRONMENT) BELONGING TO THIRD PARTIES IN CONNECTION WITH THE SERVICE PACKAGES. AS THE CONTRACTOR HAS NO CONTROL OVER WEBSITES, RESOURCES AND/OR MATERIALS BELONGING TO THIRD-PARTY PROVIDERS, THE CUSTOMER HEREBY EXPRESSLY CONFIRMS AND AGREES THAT THE CONTRACTOR IS NOT LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES OR FOR DATA LOSS TO THE CUSTOMER THAT RESULTS FROM THE USE OF SUCH WEBSITES OR RESOURCES IN CONNECTION WITH THE SERVICE PACKAGES DETAILED UNDER PARAGRAPH 1 OF THIS CSA. IN THE SAME MANNER, THE CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOSS OF DATA STORED BY THE CUSTOMER, IN PARTICULAR WHEN THIS IS DUE TO FORCE MAJEURE OR ACTS THAT LIE WITHIN THE CUSTOMER'S SCOPE OF INFLUENCE. FOR EACH INDIVIDUAL CASE COVERED BY THE WARRANTY CLAIM OR CLAIM FOR DAMAGES, THE MAXIMUM AMOUNT GUARANTEED FOR ALL POSSIBLE CLAIMS SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE FEES PAID IN THE PAST TWO YEARS.**

**9.2.** When providing their services pursuant to this Contract for the use of the service package, the Contractor is reliant on usable remote data transmission media being available and on an adequate power supply. If the Contractor is thereby hindered in or prevented from providing services because these essential requirements are not available or not available to the necessary degree, the Contractor shall not be held responsible for this in any way, regardless of however described.

**9.3.** The Contractor guarantees that they will not access the data and data content (user data) entrusted to them within the scope of the operation of the Data Centers without obtaining the Customer's prior written consent in each individual case, and will only store such data and content in the data centers (see CSA Information Sheet, Basis of the Contract, Performance Characteristics Data Center). Therefore, the Contractor is in no way responsible to Customers or to third parties for the content of the stored data. The Customer assures that there are no legal violations in connection with the stored and/or processed data. For the avoidance of doubt, the Contractor shall not be liable for any configurations made by the Customer with the help of third-party products.

The Contractor is hereby explicitly exempt from liability for deletions, corrections, modifications, corruption, loss of or failure to save data by the Customer. This express

exclusion from liability also extends to software viruses and any other harmful computer codes, files, scripts or programs that may be contained in the stored data.

- 9.4.** The Customer shall remain solely responsible for the content of the data stored subject to the Contract on the use of a service package and general responsibility for usage behavior, as if the data was stored on the Customer's own internal hardware and software. The Customer may therefore use the services provided by the Contractor pursuant to this Contract only in accordance with the respective relevant national, international, cross-national and supranational laws. This means that, in particular, but not exclusively, the Customer shall
- (i) not send spam emails or other bulk/unsolicited emails;
  - (ii) not store or send any content that is offensive, obscene, harmful to young people or that violates the personal rights of third parties, or any other illegal or prohibited content;
  - (iii) not create or introduce any software viruses, worms, Trojan horses or other harmful computer codes, files, scripts, spyware or programs and/or send or store any software viruses known to the Customer (or that ought to be known to the Customer);
  - (iv) not take any measures that could compromise or damage the Contractor's integrity or performance, or their data stored by the Contractor;
  - (v) not attempt to gain unauthorized access to Contractor's Data Center operations or the associated systems and networks, especially through assuming the identity of other users or by using false identification.

Furthermore, the Customer undertakes to notify the Contractor immediately of any unauthorized use of their user account, in addition to informing the Contractor of any other known or suspected violation of data security regulations by contacting the contact data provided in the CSA Information Sheet under "Possible Contacts", "Data Security". In these cases, the Customer shall immediately take all reasonable measures to prevent these types of data security violations promptly.

In all of the aforementioned instances, the Customer shall indemnify the Contractor against any claims or legal action brought against the Contractor by any person and against any claims, costs, compensation payments or direct and indirect damages, as well as consequential and indirect damage, consequences and claims.

## 10. Intellectual property

- 10.1.** The Contractor alone, as well as the Contractor's licensors, hold all rights and claims to rights, including all associated intellectual property rights, to the use of the provided software products and to improvement suggestions, ideas, inquiries concerning enhancements, feedback, recommendations and other information supplied by the Customer in connection with the use of the provided software products. This Contract shall not constitute a sale and does not transfer any rights of ownership or concern the use of software products provided by the Contractor or their licensors, meaning that these cannot be transferred or modified by the Customer. The product names of the software products available for use are trademarks of the Contractor or the Contractor's licensors, for which expressly no ownership rights or rights of use shall be granted to the Customer.

## 11. Newsletter

- 11.1.** The Contractor is entitled to send regular newsletters to customers of the Service Package. In this newsletter, the Contractor provides information on new features and product information on the service package.
- 11.2.** Moreover, the Contractor is entitled to send Customers direct advertisements by e-mail to the email address of the Customer communicated within the framework of the contractual relationship for its own similar products or services. If the Customer does not wish to receive any more information or newsletters electronically, they must send an e-mail to the e-mail addresses provided in the CSA Information Sheet under "Possible Contacts", "Newsletter Termination". The Customer will be expressly informed of this in each email

## 12. General

- 12.1.** The contractual parties explicitly guarantee that they are legally authorized to conclude the Contract on the use of a service package. Furthermore, the Customer expressly warrants that the information provided regarding their identity is correct, that they have not made any false statements and will not make any false statements in the future in order to gain access to the contractual service package. In addition, the Customer warrants that any information provided that is relevant to payment (account data, credit card number, etc.) is correct. The Customer further warrants that they are an **entity or sole proprietor** within the meaning of the applicable legal provisions.
- 12.2.** Pursuant to the preceding provisions, reference is therefore made to the most recent descriptions in the sense of a dynamic reference. The referenced documents and links are integral parts of the Contract.
- 12.3.** The place of performance for all obligations of the contractual parties arising from this Contract is the "Head office of the Contractor" according to the CSA Information Sheet.
- 12.4.** This CSA, in addition to the Contract on the use of the service package and the question of its effective entry into force, as well as the initial and subsequent impacts, are subject exclusively to the law of country in which the "Head Office of the Contractor" lies pursuant to the CSA Information Sheet, under express exclusion of the application of the specifications of international private law and the express exclusion of the United Nations Convention on Contracts for the International Sales of Goods. The authoritative language for this Contract is German. Texts available in other languages are a non-binding service feature.
- 12.5.** The place of jurisdiction shall be the court having subject-matter jurisdiction in each case in whose district the "Head Office of the Contractor" is located in accordance with CSA Information Sheet.
- 12.6.** If one or several provisions in this CSA are, or become, invalid, the validity of the CSA remains unaffected. In this case, the parties are obligated to replace the invalid provision with one that is valid and that comes as close as possible to the economic purpose of the invalid provision. This also applies to any omissions in the Contract.
- 12.7.** Headings used in this CSA function solely to structure the document and facilitate readability. For the interpretation of this CSA, all provisions – regardless of their assignment in the document itself – shall be used.

- 12.8.** The Customer confirms that they have fully read and understood this CSA and all of the sources of information mentioned and links and annexes referenced in this CSA and that they agree with all of its content.
- 12.9.** Provisions that conflict with or add to this CSA, particularly the Customer's terms and conditions, expressly do not constitute contractual content, even if the Contractor enters into a contract without explicitly prohibiting such provisions.

### **13. Data protection concerns and information on data processing**

- 13.1.** The Contractor is obliged, in accordance with the provisions of this CSA, not to make data, information or materials, which the Customer transmits within the scope of the use of the Contractor's services under the Contract on the use of a service package, accessible to any persons other than themselves, not to use such data, and also not to publish it. Insofar as this data comprises "personal data" in the sense of the respective nationally applicable data protection law, the Contractor shall accordingly observe data secrecy in the sense of the national material data protection regulations. More information on data protection can be found at the website provided in the CSA Information Sheet under "Additional Helpful Links", "Privacy Website". The Contractor shall have a data security team entrusted with data protection issues. The privacy team can be contacted at the email address provided in the CSA Information Sheet under "Possible Contacts", "Data Privacy".
- 13.2.** Should the Contractor be required to appear before a court or another government authority within the framework of a legal obligation or legal process and the Contractor is obligated to make user data stored by the Customer available for the court or the government authority, the Contractor shall proceed as follows:
- (i) The Contractor shall contact the Customer as quickly as possible (electronically) in order to give the Customer the opportunity to attempt to take legal action to prevent disclosure of the data at the Customer's own expense.
  - (ii) The Contractor shall cooperate with the Customer to the extent that can be reasonably expected to protect the Customer's data protection rights.
- 13.3.** For the purposes of managing support requests and other services concerning a Service Package purchased by the Customer, the further development of this Service Package and the development of new Service Packages, the Customer hereby grants their prior and explicit consent that the Customer's personal data (contact details) may be passed on to the relevant developer of the Service Package purchased by the Customer and that the Customer may be contacted by the developer via email.

Contact by the developer in this respect is governed by general statutory provisions.

- 13.4.** By concluding this CSA, the "Data Processing Agreement", which is an integral part of the CSA, is also concluded in compliance with Art. 28 GDPR (Data Processing Agreement, including "Technical and organizational measures"), pursuant to the CSA Information Sheet.

### **14. Confidentiality**

- 14.1.** If required, the contractual parties shall also exchange confidential information in the scope of this Agreement. Confidential information is that which is labeled as "confidential", or information whose confidential nature can be derived through reasonable, commercial prudence.

- 14.2.** The contractual parties shall both handle each other's confidential information in strict confidence and only use it for the purposes of executing this Contract. The confidentiality obligation does not apply to confidential information
- (i) that is, or becomes, publicly known or is accessible to the public or
  - (ii) that a contractual party has received from a third party, without this third party breaching a confidentiality obligation or
  - (iii) that contains details, facts, experiences and expertise that the receiving contractual party already had before the confidential information was disclosed or
  - (iv) that one contractual party must disclose due to a statutory obligation or a judicial/regulatory decision.
- 14.3.** Each contractual party shall handle the confidential information of the other contractual party with at least the same amount of due care with which they protect their own confidential information.
- 14.4.** In the event that a contractual party is guilty of breaching the obligations drawn from this confidentiality agreement, the breaching contractual party shall be obligated to compensate the other contractual party and is also subject to claim for injunction.
- 14.5.** In the absence of any contrary mandatory statutory decrees that require an obligation that lasts for a longer period of time, the confidentiality agreement shall remain in effect for the duration of the term of the Contract and expires two years after the Contract is terminated.
- 14.6.** Furthermore, the contractual parties both undertake to not actively share the personal data obtained through the conclusion and execution of the Contract with any third party for commercial purposes, i.e. for the purposes of promoting external competition, without the express consent of the other contractual party. A third party is defined as a legal entity other than the contractual parties and the companies affiliated with them.