MANAGED SERVICES AGREEMENT

This Managed Services Agreement ("Agreement") is entered into on Contract Start Date defined in the Order Form (the "Effective Date") between Glasskube OS GmbH with a place of business at Stella-Klein-Löw-Weg 8, 1020 Vienna ("Company"), and the Customer listed in the Order Form ("Customer"). <u>This Agreement includes and incorporates the above Order Form, the attached Managed Services Licensing Terms, as well as the Gerneral Terms and Conditions (available online under https://glasskube.eu/en/gtc/) and contains, among other things, warranty disclaimers, liability limitations and use limitations.</u> There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

1.   SERVICES AND SUPPORT

1.1   Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A.

1.2   Subject to the terms hereof, Company will provide Customer with technical support services in accordance with the terms set forth in Exhibit B.

2.   RESTRICTIONS AND RESPONSIBILITIES

2.1   Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2   Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3.   CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1   Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2   Notwithstanding anything to the contrary, Company shall have the right collect and analyze metrics data such as CPU Memory, IOPS and Request Count, and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. **For the avoidance of doubt, Company is not entitled to collect or analyze any personal data (according to the meaning of the GDPR) of Customer. This provision only entitles Company to collect and analyze non-personalized metrics data that is collected by offering its services to Customer.** No rights or licenses are granted except as expressly set forth herein.

4.   DATA PROTECTION

4.1   Both the Company and the Customer are obliged to comply with the provisions of the Austrian Data Protection Act (DSG), the General Data Protection Regulation (GDPR) and any other statutory confidentiality obligations.

4.2   Company processes the necessary personal data for the purpose of fulfilling the contract. The detailed data protection information in accordance with Art. 13 ff GDPR was enclosed with during the onboarding process.

4.3   If Company is a processor for a specific contractual relationship within the meaning of the GDPR, the data processing agreement (Exhibit C) applies and is an integral part of these Licensing Terms. Any liability provisions in the data processing agreement shall take precedence over the provisions in these Licensing Terms.

5. PAYMENT OF FEES

5.1 Customer will pay the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

6. TERM AND TERMINATION

6.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

8.1. Unless otherwise agreed (e.g. the data processing agreement in Exhibit C), the parties shall be liable for compensation for damage culpably caused. The parties shall not be liable for slight negligence. In the event of gross negligence, the amount of liability shall be limited to the value of the delivery/service concerned (excl. taxes and fees), in the case of recurring services to the remuneration of the previous year. Limitations of liability do not apply to compensation for personal injury. Claims for damages shall in any case only include the mere repair of damage, but not consequential damages, loss of profit or claims by third parties.

8.2 Claims for damages must be asserted in court at the latest within six months after knowledge of the damage and the damaging party, otherwise they will be forfeited.

8.3 The injured party must provide evidence that any damage he has suffered is due to our (joint) fault. The injured party must also provide evidence that he/she is not at fault for the damage incurred. This applies to all forms of fault (slight/gross negligence, intent).

8.4 Insofar as online services of Company offer the possibility of accessing websites, database services etc. of third parties, for example through links, Company is in no way liable for the accessibility, existence or security of these databases or services, nor for their content. Liability, if applicable, only comes into consideration within the framework of the E-Commerce-Code (ECG) under the restrictions agreed in this point.

8.5 Customer acknowledges, that the service levels and limitations of liability for third party services also apply to Companies services insofar the cause of a damage lies with this third-party service.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This

Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. The place of jurisdiction for all disputes between Company and Customer arising directly or indirectly from the contract itself or from the contractual relationship is agreed to be the competent court in Vienna. This Agreement shall be governed by Austrian substantive law to the exclusion of the conflict of laws rules of private international law (e.g. IPRG, Rome I Regulation) and the UN Convention on Contracts for the International Sale of Goods. The contractual language is English. The place of performance for the service and payment is the registered office of Company.

EXHIBIT A

Service Level Terms

The agreed Services availability shall be measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime, provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place and continues until the availability of the Services is restored. To receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

	Starter	Performance	Enterprise
Incident First Response Time	Best Effort	Within 8 hours	Within 1 hour
Incident Support Availability	Best Effort Office Hours	24/7	24/7
Uptime	Best Effort	99.5%	99.5% - 99.95%

EXHIBIT B

Support Terms

Company will provide regular Technical Support to Customer on weekdays during the hours of 9:00 am through 5:00 pm Central European Summer Time (UTC/GMT + 2 hours), with the exclusion of National Holidays ("**Support Hours**"). The cannel and response time depends on the Pricing Plan Customer selects.

Customer may initiate a helpdesk ticket during Support Hours any time by emailing support@glasskube.eu.

Company will use commercially reasonable efforts to respond to all regular Helpdesk tickets within one (1) business day.

	Starter	**Performance**	**Enterprise**
Support Channel	Ticket	Ticket, Phone	Ticket, Phone
Response Time within Office Hours	Best Effort	1 business day	4 hours

EXHIBIT C

Data Processing Agreement

according to Art 28 DSGVO

between

Glasskube OS GmbH
Stella-Klein-Löw-Weg 8
1020 Vienna
FN 602195 g

(hereinafter: **Processor**)

and the Customers listed above who purchase Managed Open Source Solutions from the processor, further described in the Agreement above
(hereinafter: **Controller**)

PREAMBLE

This Agreement shall form an integral part of the contractual relationship between the Processor and the Controller ("main

agreement"), shall take effect upon the conclusion of the Main Agreement and shall supersede all existing contracts for the processing

of Data between the Parties. The parties acknowledge that during the Operation of Tools/ Components or other related services by

Glasskube for the Customer, Customer's database may contain Personal Data, for which the Customer is the Controller. This data will

be processed by the Processor when the Customer instructs so, by using any of the Services that require a database that is Operated by

the Processor (e.g. the Cloud Hosting Services or the Database)

1.   SCOPE, DEFINITIONS

1.1.   his contract regulates the rights and obligations of the controller and processor (hereinafter referred to as the "Parties") in the context of a processing of personal data.

1.2.   This contract shall apply to all activities in which employees of the Processor or sub-processors engaged by the Processor process Personal Data of the Controller.

1.3.   Terms used in this Agreement shall be understood in accordance with their definition in the EU General Data Protection Regulation (Regulation [EU] 2016/679 - GDPR).

2.   SUBJECT MATTER AND DURATION OF THE PROCESSING

2.1.   Tasks

The subject matter of this Agreement is the performance of the following tasks by the Processor:

- Installation;
- Operation;
- Backups;
- Updates; and

other related task to offer fully Managed Open Source Tools to the Customer.

2.2. Processing object

The agreement concerns the processing of the following categories of personal data by the processor:

- Personal identification data such as name, address, email address, phone number, username, and password;
- Financial data such as payment details, bank account information, and credit card details;
- Technical data such as IP addresses, device information, browser type, and operating system;
- Usage data such as website activity, user behavior, and interactions with the hosting software; and

All other personal data entered by the controller into the database. The following categories of persons are affected by the data processing:

- Controllers customers;

- Controllers Employees;

- Controllers Suppliers;

- Controllers End Users; and

All other personal data entered by the controller into the database.

2.3. Purpose of processing

Personal data shall be processed by the processor for the following purposes:

To fully Manage Open Sources Tools such as Gitlab, Gitea, Matomo or Metabase on Exoscale infrastructure for the Controller. The processor is responsible for the deployment and day 2 operations of the Open Source Tools, as further described in this agreement and the Order Form.

2.4. Place of processing

The processor shall carry out the processing of personal data exclusively within the EU/EEA and Switzerland, with Switzerland being considered a safe third country according to the Commission's adequacy decision.

2.5. Duration

Unless expressly agreed otherwise, the term of this contract is based on the term of the main agreement.

3. OBLIGATIONS OF THE PROCESSOR

3.1. The Processor confirms that it is aware of the relevant data protection regulations. It shall observe the principles of proper data processing.

3.2. The Processor undertakes to process personal data exclusively on the basis of instructions from the controller and the present contract and to comply with all data protection regulations.

3.3. If the Processor deems an instruction of the Controller to be unlawful, it shall immediately inform the Controller thereof in writing.

3.4. The Processor shall implement all appropriate technical and organisational measures provided for in Article 32 of the GDPR for the purpose of data processing security.

3.5. The Processor shall assist the Controller in responding to requests from data subjects for the protection of their rights. If such a request is addressed to the Processor, the Processor shall immediately forward it to the Controller.

3.6. The Processor shall support the Controller in the performance of the obligations incumbent upon it pursuant to Articles 32 to 36 of the GDPR, which includes in particular, but not exclusively, the setting of security measures, the notification of data protection breaches and the preparation of a data protection impact assessment.

3.7. Upon termination of the processing and at the request of the controller, the processor shall delete the personal data in its possession. If the controller so requests, the personal data shall be returned to him.

3.8. The Processor undertakes to inform the Controller of all details required to prove compliance with the obligations pursuant to Article 28 of the GDPR. In addition, the processor undertakes to support the controller in the audits to be carried out by him and to grant him access at any time.

3.9. The processor shall keep a written or electronic register of all categories of processing activities carried out on behalf of the controller pursuant to Article 30(2) of the GDPR.

3.10. The Processor undertakes to appoint a competent and reliable person as Data Protection Officer if the conditions pursuant to Article 37 of the GDPR are met.

3.11. The processor is obliged to treat as confidential the personal data and information disclosed to him or transmitted or otherwise made available to him. The knowledge of the processing results obtained shall also be covered by this duty of confidentiality.

3.12. The processor shall impose a confidentiality obligation on all persons attributable to it who are involved in the processing of personal data, unless they are already subject to a statutory duty of confidentiality. The obligation of confidentiality or secrecy shall continue to apply after the termination of the activity for the Processor.

3.13. The Processor shall oblige all persons entrusted with the processing of personal data to transmit such data only on the basis of instructions, unless such an obligation already exists by operation of law. In addition, the processor shall inform its employees of the transfer orders applicable to them and of the consequences of a breach of data secrecy.

3.14. The Processor shall process Personal Data only as contractually agreed or as instructed by the Controller, unless the Processor is required by law to carry out a specific processing operation. Furthermore, the processor shall not use the personal data provided for processing for any other purposes, in particular for its own purposes.

3.15. The Processor shall make available to the Controller, if required, all necessary information, in particular protocols drawn up, to prove compliance with its obligations.

3.16. If the controller is subject to inspection by supervisory authorities or other bodies or if data subjects assert rights against it, the processor undertakes to assist the controller to the extent necessary insofar as the processing on behalf is concerned.

3.17. The processor shall only provide information to third parties or the data subject with the prior consent of the controller, unless he is under a legal or statutory obligation to do so. Requests addressed directly to him/her shall be forwarded to the controller without delay.

3.18. The Controller shall be entitled, after giving at least 7 days' notice and to the extent of the processing activities on which this Agreement is based, to monitor the Processor's compliance with the provisions on data protection and the contractual agreements, to a reasonable extent, itself or through third parties, in particular by obtaining information and inspecting the stored data and the data processing applications as well as other on-site checks during the Processor's business hours. The person(s) executing the audit shall be given access and information by the Processor as far as necessary. The Processor shall be obliged to provide the necessary information, demonstrate processes and provide evidence required to carry out a control.

4. **DUTIES OF THE CONTROLLER**

4.1.   The Controller shall be responsible for the lawful collection and processing of the data concerned as well as the lawful transfer to the processor and shall fully indemnify and hold the processor harmless in this respect.

5.   TECHNICAL AND ORGANISATIONAL MEASURES

5.1.   The data security measures described in Annex 1 are set out as mandatory. They define the minimum owed by the Processor.

5.2.   The processor shall implement appropriate technical and organisational measures to ensure an adequate level of data protection.

5.3.   The controller shall be informed of the measures taken in each case prior to the start of the processor's processing activity.

5.4.   The processor shall be obliged to check at regular intervals whether an adequate level of data protection is ensured by appropriate technical and organisational measures taken by the processor.

5.5.   The processor is obliged to support the controller in establishing appropriate technical and organisational measures.

5.6.   The data security measures may be adapted in accordance with the technical and organisational further development as long as the level agreed here is not undercut. The Processor shall implement any changes required to maintain information security without delay. Changes shall be communicated to the Controller without delay. Significant changes shall be agreed between the parties.

5.7.   Insofar as the security measures taken do not or no longer meet the requirements notified by the controller, the processor shall notify the controller without delay.

5.8.   Copies or duplicates are not made without the knowledge of the data controller. Technically necessary, temporary duplications are excepted, insofar as an impairment of the level of data protection agreed here is excluded.

5.9.   Data carriers originating from or used for the Controller shall be specially marked and shall be subject to ongoing administration. They shall be stored appropriately at all times and shall not be accessible to unauthorised persons. Entries and exits shall be documented.

6.   RULES ON THE CORRECTION, DELETION AND BLOCKING OF DATA

6.1.   The processor shall only correct, delete or block data processed within the scope of the order in accordance with the agreement reached or in accordance with the instructions of the controller.

6.2.   The Processor shall comply with the relevant instructions of the Controller at all times and also beyond the termination of this Agreement.

7.   SUB-PROCESSOR

7.1.   If the Processor intends to use another sub-processor, the Processor shall notify the Controller in writing. The notification shall be made in good time in advance so that the controller can exercise the possibility of objecting to the intended change.

7.2.   The sub-processor shall act exclusively on the basis of the contract to be concluded between it and the processor pursuant to Article 28 (4) of the GDPR.

7.3.   The Processor shall be liable to the Controller in the event that the Sub-Processor fails to comply with its data protection obligations.

7.4.   Sub-processors shall be contractually bound to at least data protection obligations equivalent to those agreed in this contract. The Controller shall be given access to the relevant contracts between Processor and Sub-Processor upon request.

7.5. The responsibilities of the processor and the sub-processor shall be clearly demarcated.

7.6. The Processor shall carefully select the Sub-Processor with particular regard to the suitability of the technical and organisational measures taken by the Sub-Processor.

7.7. The onward transfer of data processed under the agreement to the sub-processor shall only be permitted after the processor has satisfied itself in a documented manner that the sub-processor has fully complied with its obligations. The Processor shall provide the documentation to the Controller upon request.

7.8. Only sub-processors based and processing data within the EU/EEA or Switzerland are contracted.

7.9. At present, the sub-processors specified in **Annex 2** with their name, address and contract content are entrusted with the processing of personal data to the extent specified therein and are approved by the controller. The other obligations of the Processor towards sub-processors set forth herein shall remain unaffected.

7.10. Sub-processor relationships within the meaning of this contract are only those services that have a direct connection with the provision of the main service. Ancillary services, such as transport, maintenance and cleaning as well as the use of telecommunications services or user services are not covered. The obligation of the Processor to ensure compliance with data protection and data security in these cases shall remain unaffected.

8. NOTIFICATION REQUIREMENTS

8.1. The Processor shall notify the Controller of personal data breaches without undue delay. Reasonable suspicions shall also be notified. The notification shall contain at least the information pursuant to Art. 33 (3) of the GDPR.

8.2. Significant disruptions in the execution of the order as well as violations of data protection provisions or the stipulations made in this contract by the Processor or the persons employed by the Processor shall also be notified without delay.

8.3. The Processor shall inform the Controller without undue delay of inspections or measures taken by supervisory authorities or other third parties, insofar as they relate to the processing.

8.4. The Processor warrants to support the Controller in its obligations under Articles 33 and 34 of the GDPR to the extent necessary.

9. INSTRUCTIONS

9.1. The controller has a comprehensive right of instruction with regard to processing on behalf.

9.2. The Controller and processor shall designate the persons exclusively authorised to issue and accept instructions.

9.3. In the event of a change or long-term prevention of the appointed persons, the other party shall be informed immediately of their successors or representatives.

9.4. The Processor shall immediately draw the attention of the Controller to any instruction given by the Controller which, in the Processor's opinion, is in breach of the law. The Processor shall be entitled to suspend the implementation of the relevant instruction until it is confirmed or amended by the Controller.

9.5. The Processor shall document instructions given to it and their implementation.

10. TERMINATION OF THE CONTRACT

10.1. Upon termination of the contractual relationship or at any time at the request of the data controller, the data processor shall, at the choice of the data controller, either destroy the data processed on behalf of the data controller or hand it over to the data controller and then destroy it. All existing copies of the data shall also be destroyed. The destruction shall be carried out in such a way that a recovery of even residual information is no longer possible with reasonable effort.

10.2. The Processor shall be obliged to effect the immediate return or deletion also in the case of sub-Processors.

10.3. The processor shall keep proof of proper destruction and present it to the Controller upon request.

10.4. Documentation which serves as proof of proper data processing shall be kept by the processor in accordance with the respective retention periods even beyond the end of the contract. The Processor may hand them over to the Controller at the end of the contract in order to relieve the controller.

11. REMUNERATION

11.1. The Processor shall have the right to charge separately for services in connection with this Agreement at the applicable hourly rate.

12. CONFIDENTIALITY

12.1. Both parties are obliged to treat all knowledge of business secrets and data security measures of the other party obtained within the framework of the contractual relationship as confidential even after the termination of the contract. If there is any doubt as to whether information is subject to the obligation of confidentiality, it shall be treated as confidential until it has been released in writing by the other party.

13. OTHER

13.1. In the event that property of the Processor held by the Controller is endangered by measures of third parties (such as attachment or seizure), by insolvency or composition proceedings or by other events, the Processor shall notify the Controller without undue delay.

13.2. The written form is required for ancillary agreements. This also applies to the waiver of the written form.

13.3. Should individual parts of this agreement be invalid, this shall not affect the validity of the rest of the agreement.

13.4. This contract shall be governed by Austrian law to the exclusion of its non-mandatory rules of reference. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

13.5. The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with this contract - including its existence or non-existence - is agreed to be the court with subject-matter jurisdiction at the registered office of the Processor.

ANNEX 1 - TECHNICAL AND ORGANISATIONAL MEASURES

The Processor shall in particular implement the following technical and organisational measures:

- Information and IT systems should be available in such a way that processes dependent on them can be operated without significant impairment and can be resumed at short notice if necessary;

- The freedom from interference of IT systems and the integrity of data shall be ensured at all times as far as possible;

- Confidential information must always be protected from unauthorised access;

- Control access to data processing facilities, e.g. through regulated key management, security doors or security personnel;

- Control of access to data processing systems, e.g. through passwords, automatic blocking mechanisms, two-factor authentication, encryption of data carriers, Virtual Private Network (VPN) or logging of user logins;

- Control of access to data within the system e.g. through standard authorisation profiles on a "need to know basis", network segmentation, partial access authorisations or logging of accesses;

- Pseudonymisation of personal data;

- Classification of data as secret, confidential, internal or public;

- Protective measures to prevent the destruction or loss of personal data, e.g. through safekeeping in safes or security cabinets, storage networks, software and hardware protection;

- Protection against unauthorised reading, copying, modification or removal during data transmission, e.g. through encryption, virtual private networks (VPN), ISDN wall, content filter for incoming and outgoing data or electronic signature as well as lockable transport containers;

- Checking whether and by whom personal data have been entered, changed or deleted in data processing systems, e.g. by logging, using electronic signatures, regulating access authorisations;

- Separation of data processing for different purposes, e.g. through the use of separate databases, client separation, separation of client servers;

- Current processing overviews or procedure directories are available;

- Where required by law, procedures are identified before they are put into operation on the basis of predefined risk criteria and levels and compared with the protective measures. The data protection assessments made in this way are incorporated into the implementation of the measures and are documented;

- Employees are regularly trained and sensitised on data protection and data security issues.

ANNEX 2 - APPROVED SUB-PROCESSORS

Akenes SA (Exoscale), Boulevard de Grancy 19A, 1006 Lausanne, Switzerland