

## Hosted Services Conditions

This Hosted Services Conditions (the "Conditions") shall apply in addition to SKIDATA's General Conditions. In case of any conflict between the Conditions and the General Conditions, the Conditions shall prevail.

### 1. General Provisions

- 1.1.** The Conditions govern the use of SKIDATA's Hosted Services (the "Hosted Services") by Principal.
- 1.2.** The detailed functions and requirements of the Hosted Services are set out in the fact sheets describing the respective Hosted Services (the "Fact Sheet(s)").
- 1.3.** The Hosted Services will be made available to Principal either by SKIDATA itself or by a service provider commissioned by SKIDATA (the "Service Provider").
- 1.4.** The current version of the Conditions shall also apply to all updates, upgrades and supplements.

### 2. Scope of Services

- 2.1.** Principal is granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Hosted Services in connection with SKIDATA systems for Principal's business activities notified to SKIDATA at the time of conclusion of the Contract.
- 2.2.** The Hosted Services shall be made available to Principal exclusively via a network, the Internet.
- 2.3.** SKIDATA reserves the right to change the Hosted Services unless this is unreasonable for Principal. SKIDATA will notify Principal thereof if necessary.
- 2.4.** SKIDATA reserves the right to modify or replace in particular but not limited to the following components of the Hosted Services at its sole discretion and without notice to Principal: (i) system configurations, (ii) designs, (iii) routing configurations or rearrangements thereof, (iv) technical specifications and (v) the equipment used to provide the Hosted Services.
- 2.5.** The Contract does not cover (i) hardware and its integration or installation, (ii) software and its integration or installation, (iii) training courses, (iv) support and maintenance services and (v) services not expressly mentioned in the Fact Sheets.

### 3. Usage Fee

- 3.1.** Principal shall pay a recurring flat fee and/or a recurring usage-based fee (e.g. fee for the number of transactions) for the use of the Hosted Services. The type and amount of the fee is specified in SKIDATA's offer. SKIDATA is entitled to make a reasonable annual adjustment to the fees.
- 3.2.** Unless otherwise agreed in writing, the following applies: A flat-rate fee shall be paid annually in advance on the 5<sup>th</sup> working day of each contractual year. A usage-based fee shall be paid monthly in arrears on the 5<sup>th</sup> working day of the following calendar month.

### 4. Responsibilities of Principal

- 4.1.** Principal is obliged to establish and maintain the system requirements described in the Fact Sheets.
- 4.2.** Principal undertakes to accept updates or upgrades to the Hosted Services.
- 4.3.** Updates and upgrades may change the system requirements and it may be necessary to install the respective updates/upgrades, third-party components and additional or modified hardware. Any resulting costs shall be borne by the Principal and are therefore not included in the usage fee. These Conditions do not oblige Principal to install updates or upgrades, but SKIDATA recommends their immediate installation. If updates or upgrades are not installed, Principal shall act at its own risk and may endanger the security and operability of the software and related systems and may violate third-party licenses, legal regulations or laws. Warranties/warranty claims relating to systems associated with the software may also become invalid as a result. SKIDATA shall not be liable for damages resulting from the non-installation of updates and upgrades.
- 4.4.** Principal must always keep SKIDATA's system and Principal's computer infrastructure up to date and free of viruses by, for example, updating of the operating system, installing firewalls and anti-virus programs.
- 4.5.** Principal is not permitted to carry out the following without the written consent of SKIDATA or to permit a third party to do so: (i) back-developing, decompiling, disassembling or otherwise reducing SKIDATA software, computer systems, servers or other SKIDATA products into a humanly perceptible form, (ii) copying, publishing, transmitting and/or distributing the Hosted Services and related content, (iii) making copies of the Hosted Services software, object code or source code or parts thereof, (iv) modifying, adapting, translating or creating derivative works based on the Hosted Services or other SKIDATA products or services, (v) combining the Hosted Services or other SKIDATA products with open source software, (vi) providing access to other SKIDATA systems, programs, features or data beyond the rights granted by the Conditions, (vii) disclosing passwords provided to Principal to third parties.
- 4.6.** The provision of the Hosted Services by SKIDATA and compliance with the agreed performance dates depend on the cooperation of Principal. Principal therefore undertakes to provide SKIDATA with all necessary support to provide the Hosted Services and to achieve the agreed availability. In particular, Principal shall cooperate with SKIDATA in testing, determining and verifying the system with respect to potential errors of the Hosted Services. Principal is obliged to

reimburse SKIDATA for all costs arising from a breach of its duty to cooperate. SKIDATA shall not be liable for any delay if Principal is directly or indirectly responsible for such delay.

## 5. Service Level Agreement (SLA)

**5.1.** The following availability of the Hosted Services is agreed:

Availability	99,5 % during the observation period
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**5.2.** The observation period is one calendar month.

**5.3.** SKIDATA will use commercially reasonable efforts to achieve the agreed availability and to provide the Hosted Services in accordance with the standards of the hosting industry (the "Service Standards"). SKIDATA will also use commercially reasonable efforts, depending on the circumstances of the particular case and on Principal's technical environment, to remedy interruptions, disruptions or errors that result in a failure to meet the Service Standards and/or the agreed availability (collectively referred to as "Interruption") and to make the Hosted Services available again.

**5.4.** A period during which the Hosted Services are unavailable due to an Interruption (a "Downtime") shall be calculated from the time SKIDATA becomes aware of an Interruption. In case of doubt, this is the time at which the Principal informs SKIDATA of the interruption. The Downtime ends when SKIDATA determines availability.

**5.5.** SKIDATA will monitor the performance indicators for the availability of the Hosted Services in its own system or in the system of the Service Provider in order to measure the availability of the Hosted Services. The basis for determining the achieved availability of the Hosted Services is solely SKIDATA's documentation and data. Upon request, SKIDATA will provide Principal with the latest report on the availability achieved.

**5.6.** SKIDATA's liability for failure to achieve the agreed availability is excluded if this is due directly or indirectly and at least in part to the following: (i) Force Majeure Event; a Force Majeure Event is a natural disaster, fire, flood, industrial action, war, terrorism, riot, civil disturbance, rebellion or revolution, Internet breakdown or similar events beyond the reasonable control of SKIDATA, (ii) acts or omissions of Principal or any third party attributable to Principal (an "Agent"), (iii) access lines, cables or equipment of Principal or its Agents, (iv) SKIDATA or third parties commissioned by SKIDATA are not permitted access to the access lines of the Hosted Services or SKIDATA equipment, (v) a configuration, routing event or technology that is not under SKIDATA's control, (vi) failure to comply with the configurations recommended by SKIDATA, (vii) default in payment by Principal, (viii) disruptions lasting less than 5 (five) minutes, (ix) modifications to the Hosted Services requested by Principal or its Agents, (x) failure to comply with the measures recommended by SKIDATA to achieve the agreed availability, and/or (xi) any law, regulation or industry standard which makes the provision of the Hosted Services to the extent of the agreed availability inappropriate, prohibited or unreasonable, or otherwise alters the character and underlying terms and conditions of the Hosted Services to such an extent that there would be a material change in the terms and conditions of the Hosted Services and its availability.

**5.7.** Access to the Hosted Services may be temporarily unavailable for reasons beyond SKIDATA's control, such as but not limited to connection problems, server and/or network downtime. Such limitation of access to the Hosted Services does not constitute a Downtime and does not affect the availability of the Hosted Services.

**5.8.** SKIDATA is entitled to carry out maintenance work, updates and upgrades at its own discretion. Principal agrees that the Hosted Services are temporarily unavailable as a result. Such limitation of access to the Hosted Services do not constitute a Downtime and therefore do not affect the availability of the der Hosted Services.

**5.9.** SKIDATA is not obliged to notify Principal of maintenance work, updates or upgrades to the Hosted Services. However, SKIDATA will use commercially reasonable efforts to give reasonable advance notice of maintenance, updates or upgrades and to keep the duration of maintenance periods as short as possible. Security relevant maintenance can be carried out at any time, even at short notice.

**5.10.** SKIDATA is entitled to block access to Principal's Data, delete Principal's Data and restrict or terminate reports, batch jobs and/or processes if (i) Principal's Data violates these Conditions, in particular if Principal is in default of payment, (ii) Principal uses excessive computer resources that affect the performance of the Hosted Services for other participants, or (iii) Principal's Data constitutes a security risk or could cause other serious damage. SKIDATA will use commercially reasonable efforts to inform Principal thereof.

## 6. Principal's Data

**6.1.** Data created or transmitted by Principal and stored on SKIDATA's servers or on the servers of the Service Provider ("Principal's Data") shall remain the property of Principal.

**6.2.** The use of the Hosted Services and of access data is the sole responsibility of Principal and is at its own risk.

**6.3.** SKIDATA will not generally monitor Principal's Data but reserves the right to check it from time to time at SKIDATA's own discretion.

**6.4.** SKIDATA will make backup copies of Principal's Data, the transaction history and other relevant information at SKIDATA's own discretion. However, SKIDATA is not obliged to do so and is therefore not liable for any loss of or damage to Principal's Data.

**6.5.** SKIDATA shall store Principal's Data for a period of up to seven years from the end of the calendar year of the initial storage of the respective Principal's Data. The exact storage period is specified in the Fact Sheets. After expiry of the storage period stipulated in the Fact Sheets, SKIDATA is entitled to delete Principal's Data without consulting Principal. Storage of Principal's Data beyond this period requires a separate agreement between the Parties. Backup copies

of Principal's Data serve exclusively to restore the Hosted Services and therefore not to extend the storage period stated in the Fact Sheets.

**6.6.** SKIDATA shall provide Principal with an annual data export of its customer, sales, access and invoice data in a .csv format free of charge upon request. The costs for data exports in excess of this shall be charged to Principal on a time and material basis.

**6.7.** The data center used by SKIDATA meets the security standards of ISO/IEC 27001.

**6.8.** SKIDATA shall use commercially reasonable and state-of-the-art security precautions to ensure the security, confidentiality and integrity of Principal's Data. Despite these efforts, SKIDATA cannot guarantee that the confidentiality of Principal's Data will be maintained in connection with communication via the Internet or another public network.

**6.9.** Principal shall indemnify SKIDATA against all claims asserted by third parties based on an infringement of their rights due to Principal's Data.

## **7. Warranty**

**7.1.** SKIDATA warrants only the achievement of the agreed availability of the Hosted Services. Any other warranty, in particular for the design, functionality and usability of the Hosted Services and the suitability of the Hosted Services for a particular purpose, is excluded.

## **8. Term of the Contract**

**8.1.** Unless otherwise agreed in writing, the Contract is initially concluded for a period of twelve (12) months and is automatically extended for a further twelve (12) months period if it is not terminated by either Party.

**8.2.** Principal is entitled to terminate the Contract in writing at the end of each contractual year subject to a notice period of three (3) months. SKIDATA is entitled to terminate the Contract at any time by giving three (3) months' written notice.

**8.3.** Each Party is entitled to terminate the Contract in writing without notice due to a material breach of contract by the other Party. In the notice of termination, the infringing Party shall be given the opportunity to remedy the precisely identifiable breach of Contract within a period of 30 (thirty) calendar days. Termination shall become effective if the breach is not remedied within such period. The Principal's default in payment shall constitute a material breach of contract.

**8.4.** The termination of the Contract does not entitle Principal to a refund of a fee already paid or to a reduction of a fee already due.

**8.5.** After termination of the Contract, Principal may choose whether to have its customer, sales, access and invoice data (a) handed over in .csv format; (b) remain stored with SKIDATA for a reasonable fee or (c) be irrevocably deleted.