

## Service Agreement for Standard Trainings and Consultings

Depending on the geographic region where the Customer has its registered office, the corresponding Signavio entity according to the table in section "Regional Regulations" below becomes the CUSTOMER's contractual partner. Only the regionally applicable entity will be referred to as "Signavio" throughout this Agreement. In the course of this Agreement, a "CUSTOMER" shall be defined as any natural or legal person being in a contractual relationship with SIGNAVIO for the utilization of a SERVICE as per the definition in § 1. The CUSTOMER and Signavio will be collectively referred to as the "Parties" hereinafter.

### § 1 Object of the Agreement

(1) The object of this Agreement is the execution of consulting services or trainings in connection with the deployment of Signavio software products (hereinafter referred to as the "SERVICE").

(2) It is explicitly agreed that no rights of use of such software products are granted through this Agreement and no rights concerning user support or software maintenance shall arise from this. The aforementioned rights shall be governed by a separate agreement, if required.

### § 2 Prices

(1) Unless otherwise stipulated hereinafter, the prices for Signavio's SERVICES shall be based on the underlying price listing as set out in the respective quotation.

(2) The remuneration shall become due for payment within 14 (fourteen) calendar days upon the rendering of the invoice unless otherwise agreed. The CUSTOMER may settle the same by means of bank transfer or other accepted methods of payment. In the case of default in payment, the statutory provisions shall apply.

(3) If the SERVICE lasts longer than a period of 2 (two) months Signavio shall be entitled to render partial invoices each month.

(4) The remuneration for the SERVICE shall be owed with the addition of any applicable tax and travel expenses. Travel expenses shall be borne by the CUSTOMER according to the following minimum criteria: economy class train journeys, economy class flights, 3-star accommodation. Travel expenses shall also include any other means of transport and shall be borne by the CUSTOMER (e.g. taxi journey to the train station/airport). If the SERVICE's place of fulfilment is located in a region which is difficult to access by public transport, CUSTOMER shall bear the additional costs for a rented compact class car including fuel costs.

(5) All invoices shall be prepared and delivered in electronic form. Should the CUSTOMER wish to receive invoices by post, these shall be subject to an additional charge.

### § 3 Intellectual Property

(1) Any and all intellectual property rights which exist at the commencement date of this contract shall remain with the previous owner and shall not be affected by this Agreement. This applies in particular to components of standard software. In no event, a transfer of Signavio's exploitation rights shall take place.

(2) Provided that protectable materials such as training materials or individual software are being created by Signavio in the course of the SERVICE, any and all rights hereto will remain with Signavio.

a) With regard to documentation for software and training materials in written or electronic form Signavio shall grant the CUSTOMER the non-exclusive, royalty-free, irrevocable and worldwide license of use, unless otherwise stated in the underlying quotation.

b) With regard to any other kind of materials (in particular individual software) Signavio shall grant the CUSTOMER the non-exclusive, royalty-free and worldwide license of use for the term of the SERVICE, unless otherwise stated in the underlying quotation.

## § 4 Confidentiality

(1) The Parties hereto shall maintain as confidential, all information which they receive from each other within the scope of this contractual relationship, and only use the same vis-à-vis third parties – irrespective for which purpose – with the previously obtained written consent of the respective other party. Companies affiliated with the respective party shall not be understood as third parties. Affiliation means any entity which is controlled by, is in control of or under common control with the party. For purposes of this definition, “control” means the direct or indirect beneficial ownership of over 50% (fifty percent) of the voting interests (representing the right to vote for the election of directors or other managing authority) in an entity. Information to be treated confidentially shall only include information which is expressly designated as confidential by the party providing the information and such information whose confidential nature unequivocally derives from the circumstances of the provision of the same.

(2) The obligations under section (1) shall not apply for such information or any parts thereof in respect of which the recipient party proves that

- a) it had knowledge of the same or the information was generally accessible prior to the date of receipt, or
- b) the information was in the public domain or generally accessible prior to the date of receipt, or
- c) the information was in the public domain or generally accessible following the date of receipt without the party receiving the information being responsible therefore.

(3) The obligations under section (1) shall also continue in existence beyond the end of the Agreement for an indefinite period of time for as long as the criteria of exception under section (2) have not been proven.

(4) Confidential information shall be returned to the disclosing party at the first request or destroyed at the disclosing party's sole discretion.

## § 5 LIABILITY, LIMITATION OF LIABILITY

(1) THE PARTIES SHALL BE LIABLE TO EACH OTHER WITHOUT LIMITATION IN THE CASE OF DELIBERATE INTENT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE FOR ALL DAMAGE CAUSED BY THEM OR THEIR STATUTORY REPRESENTATIVES OR VICARIOUS AGENTS.

(2) IN THE CASE OF ORDINARY NEGLIGENCE, THE PARTIES SHALL BE LIABLE WITHOUT LIMITATION ONLY IN THE CASE OF INJURY TO LIFE, LIMB OR HEALTH.

(3) EXCEPT AS EXPRESSLY PROVIDED HEREIN, A PARTY SHALL ONLY BE LIABLE FOR DAMAGES ARISING OUT OF THE MATERIAL BREACH OF THIS AGREEMENT. LIABILITY FOR A MATERIAL BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE REIMBURSEMENT OF THE DIRECT DAMAGES WHICH TYPICALLY RESULT FROM A MATERIAL BREACH IN SUCH CASE.

(4) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WHETHER OR NOT THE PARTY IS ADVISED OF OR MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

(5) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY THE CUSTOMER TO SIGNAVIO FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND IN NO EVENT, SHALL EITHER PARTY'S LIABILITY EXCEED THE APPLICABLE AMOUNT PROVIDED IN THE TABLE IN SECTION "REGIONAL REGULATIONS" BELOW ("LIABILITY CAP").

(6) If in the course of the SERVICE software will be used which is not part of the Signavio standard product portfolio and therefore, use of such software is not being governed by Signavio's Standard Agreement, the CUSTOMER shall indemnify Signavio from claims of any third parties which are based on any unlawful use of the respective software by it or which arise from disputes relating to data protection, copyright or other legal disputes caused by the CUSTOMER which are associated with the use of such software. Software shall be understood as part of Signavio's standard product portfolio if it is described on Signavio's website under <https://www.signavio.com/products/business-transformation-suite/>.

## § 6 Performance of the SERVICE

### A. General Provisions

(1) In so far as this has not already been provided in the underlying quotation, Signavio will provide the CUSTOMER with information material and relevant requirements prior to the SERVICE. Additionally, the CUSTOMER shall be obliged to cooperate as reasonably required for such services. If the SERVICE includes work that has to be performed on the CUSTOMER'S premises, the CUSTOMER shall notify the affected employees of Signavio about safety instructions or other specific guidelines beforehand and unsolicited.

(2) Each Party shall be relieved from its contractual duties for the duration of a force majeure event, as long as such event would make the performance of a duty impossible, or if it would cause unreasonable extra efforts. Force majeure events shall particularly include, but shall not be limited to, natural disasters, strike, lockout, authority measures, severe traffic obstructions, energy failures, illness of trainers or consultants. As soon as a force majeure event is foreseeable, the Parties shall get in contact with each other immediately and coordinate the further procedure in good faith. If a force majeure event continues for a period of two months or more, either Party shall be entitled to terminate this Agreement for cause by giving 7 (seven) days' notice. Additional costs incurring a Party in connection with a force majeure event shall be borne by that Party itself.

### B. Special Provisions for Trainings

These provisions shall only apply if a training is part of the SERVICE.

(1) The contract regarding the performance of a training is concluded when Signavio confirms CUSTOMER'S booking in written form (e-mail is sufficient).

(2) If the CUSTOMER proposes individual changes (e.g. to the training's agenda) it will provide Signavio with such requests in a timely manner for Signavio's review. The implementation of such requests shall be at the sole discretion of Signavio. Individual changes are not possible for open trainings (see below, C.).

(3) Video or audio recordings of the training are prohibited, regardless of their technical methods.

(4) Training material provided by Signavio shall not be used for other purposes than the internal training of the CUSTOMER's employees. In particular, it is prohibited to share such material with third parties, to use such material for the training of third parties or to use it for other commercial purposes.

(5) In case the CUSTOMER does not possess sufficient user licenses, Signavio will provide the CUSTOMER's participating employees with access to the respective Signavio software products. The use of such access for other purposes (in particular, operational business) or at another point in time than the training is prohibited. The use of such access shall be governed by Signavio's Software as a Service Master Subscription Agreement (accessible at <https://www.signavio.com/terms-and-conditions/>).

(6) Trainings will be held by professional trainers on an as-is basis. Signavio shall not be liable or give warranties with regard to the training and its accuracy.

(7) CUSTOMER shall be entitled to cancel a training in written form (e-mail is sufficient) and free of charge up to 8 (eight) days before the start date of the training. Later cancellations will be charged at 50%, cancellations on the same day the training should have taken place will be charged at 100% of the initially agreed remuneration. Insofar as a cancelled training was planned to take place somewhere other than Signavio's premises, the CUSTOMER shall bear any of Signavio's costs incurred already, as well as any expenditures that cannot be cancelled by Signavio (e.g. booked travels).

### C. Special Provisions for Open Trainings

In addition to the special provisions for trainings above (B.), the following shall apply for open trainings as well.

(1) "Open trainings" shall be defined as trainings which (i) do not take place on the Customer's premises but in venues made available by Signavio, and (ii) are held for participants from different customers of Signavio.

(2) Employees of the Customer can register for an open training on [www.signavio.com](http://www.signavio.com). The possibility to register for an open training solely represents a request to submit an offer. The conclusion of the contract will take place in accordance with the special provisions for trainings above (B.).

(3) Each Party shall bear its own travel costs in connection with an open training.

(4) Signavio reserves the right to cancel open trainings up to 7 (seven) days before the start date, in the event of an insufficient number of registrations. Should the CUSTOMER have incurred irretrievable costs due to such cancellation (e.g. cancellation fees for travels already booked prior to the training's cancellation), Signavio shall not be obliged to bear any such costs.

### D. Special Provisions for Consulting Services

These provisions shall only apply if consulting services are part of the SERVICE.

(1) The SERVICE's schedule and deliverables shall be defined by the underlying quotation. If any further coordination or changes should be required, the Parties shall discuss this, taking account of each of the other Party's interests.

(2) The CUSTOMER shall designate a responsible contact person for the coordination of the SERVICE and inform Signavio thereof unsolicited.

(3) Should it become foreseeable that the CUSTOMER desires to engage Signavio for works outside of the SERVICE's actual scope, Signavio shall be notified thereof immediately. In this case, Signavio will provide an additional quotation.

## § 7 Termination and utilization of the SERVICE

(1) Any termination for convenience shall be excluded.

(2) The CUSTOMER shall make use of the SERVICE within 6 (six) months after the date of its order. After that period Signavio shall no longer be obliged to perform the SERVICE. Signavio reserves the right to claim any damages which may arise due to the CUSTOMER failing that obligation. In particular, Signavio shall be entitled to render invoices for resources and costs incurred which cannot be allocated for other purposes at the time of the original term of the SERVICE. If the CUSTOMER fails to make use of the SERVICE it shall bear any of Signavio's costs incurred already as well as any expenditures that cannot be cancelled by Signavio (e.g. booked travels).

## § 8 General Terms

(1) The CUSTOMER shall refrain from the enticement as well as the employment of Signavio's employees prior to and during the SERVICE and for a period of 1 (one) year after completion of the SERVICE. In case of non-compliance with this section (1) the CUSTOMER shall be obliged to pay Signavio a compensation in the amount of EUR 50,000.00 or one gross annual salary payable to the respective employee (whichever is greater). The burden of proof for the matter of this section (6) shall be borne by the CUSTOMER.

(2) Any changes to this agreement require a mutual agreement in written form.

(3) For all disputes arising from or in connection with this Agreement, the applicable laws as well as the exclusive place of jurisdiction according to the table in section "Regional Regulations" below shall apply.

(4) The Parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

(5) Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by waiving party.

(6) Should individual provisions of this Agreement be adjudicated to be unenforceable, the effectiveness of the remainder of this Agreement shall remain unaffected thereby.

(7) Oral arrangements are only valid and applicable if confirmed by both Parties in writing.

## § 9 Regional Provisions

<b>Customer's location of registered office</b>	<b>Customer's contractual partner</b>	<b>(1) Applicable laws; (2) Place of jurisdiction - § 8 (3)</b>	<b>Liability cap - § 5 (5)</b>
<b>Germany, Austria, Russia, Ukraine, Armenia, Azerbaijan, Belarus, Kazakhstan, Moldova, Tajikistan, Uzbekistan, Kyrgyzstan, Croatia, Serbia, Bosnia and Herzegovina, Macedonia, Montenegro, Slovenia.</b>	Signavio GmbH Kurfürstenstraße 111, 10787 Berlin, Germany	(1) German laws; (2) Berlin	EUR 500,000.00
<b>Switzerland</b>	Signavio Schweiz GmbH Baarerstrasse 79, 6300 Zug, Switzerland	(1) German laws; (2) Berlin	CHF 500,000.00
<b>United Kingdom, Ireland, Denmark, Norway, Sweden, Finland.</b>	Signavio UK Ltd. 12 Melcombe Place, Marylebone Station, London NW1 6JJ, UK	(1) Laws of England and Wales; (2) London	EUR 500,000.00
<b>France, Italy, Spain, Portugal, Turkey, Greece, States on the African continent except Egypt, Libya, Tunisia, Algeria, Morocco, Mauritania.</b>	Signavio France SAS Saint Lazare, 26 rue de Londres, 75009 Paris, France	(1) French laws; (2) Paris	EUR 500,000.00
<b>Belgium, The Netherlands, Luxembourg.</b>	Signavio Benelux B.V. Barbara Strozzi laan 201 1083 HN Amsterdam, The Netherlands	(1) Laws of The Netherlands; (2) Amsterdam	EUR 500,000.00
<b>States on the Asian continent except Russia, Turkey, Bahrain, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syria, United Arab Emirates, Yemen, Japan, India.</b>	Signavio Pte. Ltd. 12 Marina View, Asia Square Tower 2, #11-01, Singapur 018961	(1) Singaporean laws; (2) Singapur	SGD 500,000.00
<b>Japan</b>	Signavio Japan K.K. 1F Spaces Otemachi Building 1-6-1, Otemachi, Chiyoda-ku, Tokyo 100-004, Japan	(1) Japanese laws; (2) Tokyo	JPY 52.000.000,00
<b>India</b>	Signavio India Private Ltd. Unit No 25, 12 <sup>th</sup> Floor, Building 9B, DLF Phase III, Cyber City, Gurgaon, Gurgaon, Haryana, India, 122002	(1) Indian laws; (2) New Delhi	INR 42,000,000.00
<b>Australia, New Zealand und all other states of Oceania</b>	Signavio ANZ Pty. Ltd. 520 Bourke Street, Melbourne, 3000, Australia	(1) Australian laws; (2) Melbourne	AUD 750,000.00
<b>States on the Continents of North America and South America</b>	Signavio, Inc. 800 District Ave., Burlington, MA 01803, USA	(1) Laws of California; (2) State of California	USD 500.000,00
<b>Registered office located in any other countries</b>	Signavio GmbH, Kurfürstenstraße 111, 10787 Berlin, Germany	(1) German laws; (2) Berlin	EUR 500,000.00

Version: October 1<sup>st</sup>, 2020