Signavio SaaS User Agreement

IMPORTANT – READ CAREFULLY: This is a legal agreement ("Agreement") between you ("You" or "CUSTOMER") and Signavio ("Signavio") – "the Parties".

Signavio offers software as a services (SaaS) for Business Process Management, Business Decision Management and/or Workflow Management to corporations ("Signavio Process Manger SaaS", "Signavio Collaboration Hub SaaS", "Signavio Process Intelligence SaaS" and/or "Signavio Workflow Accelerator SaaS"; only those aforementioned software products are hereinafter referred to as the "APPLICATION" that are explicitly agreed upon between the Parties for usage by CUSTOMER) available from the domain names "www.signavio.com", "editor.signavio.com", "app-us.signavio.com", "app-au.signavio.com", "workflow.signavio.com", "workflow-us.signavio.com", "workflow-au.signavio.com" or from any sub-domain "*.editor.signavio.com, "*.app-us.signavio.com", "*.app-au.signavio.com", "*.workflow.signavio.com", "*.workflow-us.signavio.com" or "*.workflow-au.signavio.com" (where "*" indicates an arbitrary string). The terms and conditions of this Signavio SaaS User Agreement (the "Agreement") regulate the use of the APPLICATION. Signavio provides the CUSTOMER with the right to use the software applications accessible with a web browser via the Internet as well as storage space for its CLIENT DATA (as defined under § 2) upon the following terms of the Agreement.

In case the CUSTOMER is located in North, Central or South America, the contractual partner is Signavio, Inc., 800 District Ave. Burlington, MA 01803, USA, a Delaware corporation. In case the CUSTOMER is located in Singapore, India, Japan, Mongolia, People's Republic of China, Republic of China (Taiwan), Republic of Korea (South Korea), Bangladesh, Bhutan, Maldives, Nepal, Pakistan, Sri Lanka, Brunei, Indonesia, Cambodia, Lao People's Democratic Republic (Laos), Malaysia, Myanmar, Philippines, Thailand, Timor-Leste, Viet Nam (Vietnam), Cook Islands, Fiji, Kiribati, Marshall Islands, Federated States of Micronesia, Nauru, Palau, Papua New Guinea, Solomon Islands, Samoa, Tonga, Tuvalu, Vanuatu, the contractual partner is instead Signavio Pte. Ltd., 100 Cecil Street # 10-01/02, The Globe, 069532, Singapore, Company Registration No. 201324234G. In case the CUSTOMER is located in Australia or New Zealand the contractual partner is instead Signavio ANZ Pty. Ltd., 520 Bourke Street, Melbourne, 3000, Australia, Australian Company Number (ACN) 618317641. In case the CUSTOMER is located in Switzerland the contractual partner is instead Signavio Schweiz GmbH, Grafenauweg 10, 6301 Zug, Switzerland, commercial register number CH17040144531. In case the CUSTOMER is located in France, Italy, Spain or Portugal, the contractual partner is instead Signavio France SAS, Saint Lazare, 26 rue de Londres, 75009 Paris, France. In case the CUSTOMER is located in Scandinavia, United Kingdom and Ireland the contractual partner is instead Signavio UK Ltd., 12 Melcombe Place Marylebone Station, London NW1 6JJ, UK. In case the CUSTOMER is located in any other country that is not mentioned before, the contractual partner is Signavio GmbH, Kurfürstenstraße 111, 10787 Berlin, Germany. Only the regionally applicable entity as defined above becomes the contractual partner and will be referred to as "Signavio" throughout this Agreement.

You may, at any point in time, also after the formation of an Agreement, open, print, download or save this Agreement via the Link "Standard Agreement - T&C" from "www.signavio.com".

§ 1 Object of the Agreement

(1) The object of this Agreement is the temporary provisioning of the APPLICATION by Signavio to the CUSTOMER for the use of its functionalities, technically enabling the use of the APPLICATION and the grant of rights to use the APPLICATION as a service (hereinafter called "SERVICE") provided by Signavio

to the CUSTOMER as well as for the provision of User-Support during the term of this Agreement in return for the payment of a fee. A perpetual license to use the APPLICATION beyond the term of the Agreement is explicitly not granted.

(2) This Agreement is subject to the additional terms of Signavio's Standard Agreement – Terms and Conditions.

§ 2 Provisioning of the SERVICE and storage space for CLIENT DATA

(1) Signavio shall, immediately following the conclusion of the Agreement and corresponding payment, provide the SERVICE for the APPLICATION in the current version available to the CUSTOMER for use from a central data-processing system or multiple data-processing systems (hereinafter called "SERVER") in accordance with the terms and conditions provided by this Agreement.

(2) The agreed features/functionality of the APPLICATION follows the functional specifications valid at the time the Agreement was concluded. The APPLICATION'S functional specification can be found on the Signavio website from http://www.signavio.com/docs/en/features.pdf. These specifications are an integral part of this Agreement. Signavio is allowed to change features/functionality of the APLICATION through updates (e.g. due to technical progress or performance optimization) as long as these changes don't lead to a significant reduction in the scope of the service provided.

(3) The number of individuals permitted to access the SERVICE in accordance with § 11 is based on the number of "USERS" (i) registered for the trial version or later ordered during booking or (ii) requested and subsequently fully paid for by the CUSTOMER. A "USER" can be an individual, who is either (i) an employee of the CUSTOMER, (ii) an employee of a company within the CUSTOMER'S group of companies or (iii) someone, who is working under direction of the CUSTOMER or under direction of a company within the CUSTOMER's group of companies based on a contractual agreement (e.g. external consultant, contractor). In the event that Signavio sends credentials (e.g. user names, client certificates or passwords) to the CUSTOMER, which have been defined by Signavio, these credentials shall then immediately be changed by the CUSTOMER into credentials known only to the CUSTOMER.

(4) Both Parties understand and agree that all data submitted by CUSTOMER to the database of the SERVICE and subsequently contained in any reports, spreadsheets or analysis of any kind generated by the APPLICATON, including all intellectual property rights therein and any enhancements, derivative works and improvements thereto (together "CLIENT DATA") are the exclusive property of CUSTOMER and nothing contained herein shall restrict CUSTOMER from using such CLIENT DATA in any way it deems fit. Signavio shall only use CLIENT DATA for the benefit of CUSTOMER as required to fulfill its obligations under this Agreement.

(5) Upon commencement of the Agreement, Signavio shall provide the CUSTOMER with USER documentation for the SERVICE in electronic form, in English as well as in German, either by download or by making the documentation accessible online. If Signavio provides an update to the APPLICATION or SERVICE in accordance with § 5, the USER Documentation shall be modified accordingly. This only applies, however, if the effects on the USER Documentation are substantial.

(6) The CUSTOMER shall be entitled to store and print out the documentation provided, and to duplicate the same in reasonable quantities for the purposes of this Agreement, subject to retaining all logos, ownership, confidentiality and other property right notices. In all other respects, the restrictions on use agreed of the APPLICATION or SERVICE under § 4 shall also apply to the corresponding documentation.

(7) The CLIENT DATA is backed up on the SERVER on a calendar-day basis.

(8) The transfer point of the SERVICE and the CLIENT DATA is the router exit of the data center of Signavio.

(9) Both Parties agree that the APPLICATION, depending on the service and components selected, may provide the possibility to integrate additional services from third parties (which require an explicit prior activation by the CUSTOMER) into the website of Signavio or into the APPLICATION (e.g. "Microsoft Bing Translate", in the case of an optional automatic translation function within the APPLICATION). Those third-party services are not part of Signavio's service. Signavio will point out such cases to the USER on the website or within the APPLICATION before allowing the activation of the corresponding functionality. The CUSTOMER solely decides whether or not they choose to activate such functionality. The contractual partner of the CUSTOMER for such services is exclusively the third party and in no case Signavio. Only the terms of use and privacy policy of the respective third party apply for the third-party service. If such functions remain disabled based on the CUSTOMER'S decision, these services from the third parties will not be integrated into the website of Signavio or within the APPLICATION. Signavio reserves the right to remove any third-party service without notice at any time.

§ 3 Technical pre-requisites

(1) A pre-requisite for the use of the SERVICE by a USER is a computer capable of accessing the Internet, Internet access and also one of the Internet browsers specified in the APPLICATION'S functional specification according to § 2 (2) which supports the protocol TLS version 1.0 or greater and which is configured to accept cookies and pop-ups from the Signavio domains related to the use of the SERVICE.

(2) Signavio shall not be responsible for the condition or properties or performance of the necessary hardware and software required by the CUSTOMER or for the network link between the CUSTOMER and Signavio's transfer point.

(3) The file formats specified in the APPLICATION'S functional specification according to § 2 (2) can be manually exported/downloaded to the CUSTOMER'S systems locally from the SERVICE.

§ 4 Rights of use for the APPLICATION and SERVICE; Rights of Signavio in the event of the authorizations for use being exceeded

(1) Rights of use for the APPLICATION and SERVICE and Documentation

The CUSTOMER receives, with the full payment of the fee under § 7 a non-exclusive, non-perpetual, non-sublicensable and non-transferable right of use for the APPLICATION and the Documentation, limited to the term of this Agreement, in accordance with the following provisions.

a)   No conveyance of the APPLICATION to the CUSTOMER takes place. The CUSTOMER may only use the APPLICATION for its own commercial activities.
b)   The CUSTOMER shall be entitled to use the APPLICATION and SERVICE itself and through its employees or authorized agents in so far as these have been registered by it as authorized USERS. For the right of use the USER definition from § 2 (3) applies. The authorized USERS shall be uniquely named via the corresponding function within the APPLICATION. A replacement of authorized USERS with other USERS is possible at any time. The licensee vis-à-vis Signavio is exclusively the CUSTOMER. Authorized USERS are not allowed to share their user name or

passwords (or other login credentials) with others, either in the employment of the CUSTOMER or otherwise.

c) The CUSTOMER shall not be entitled to make any changes to the APPLICATION or SERVICE. In particular, it shall not be entitled to investigate its mode of operation by way of so-called reverse engineering, to decompile or dismantle it in its parts and/or to use it as a basis for its own software programs. This shall not apply for changes which are necessary for the rectification of faults where Signavio is unable to correct the fault, refuses to remedy the fault or is not in a position to remedy the fault due to insolvency proceedings. For the purpose of integration with an independently developed computer program, the required application programming inter-face (API) may be licensed from Signavio for an additional license fee.

d) If, during the term of the Agreement, Signavio either voluntarily or due to an additional contrac-tual agreement issues and delivers new versions, updates, upgrades or other new releases of the APPLICATION or SERVICE to the CUSTOMER, the above rights shall also apply.

e) The CUSTOMER shall not be entitled to any additional rights which have not been expressly granted under this Agreement. This Agreement grants no ownership or intellectual property rights or any other comparable right for the APPLICATION. All intellectual property rights remain with Signavio at all times. The CUSTOMER shall not be entitled to use the APPLICATION and SERVICE beyond the agreed scope or to make the APPLICATION or SERVICE accessible to third parties without the written approval of Signavio and shall not be permitted to replicate or sell the SERVICE or convey the use of the same temporarily, in particular to hire it out or to lend it.

f) All documents delivered to the CUSTOMER (the "Documentation") are to be kept confidential unless otherwise publicly available. Their contents may not be disclosed to third parties without the prior written consent of Signavio.

(2) Obligation of the CUSTOMER concerning secure use

The CUSTOMER shall be liable for ensuring that the APPLICATION or SERVICE is not used for illegal purposes according to the laws within legal jurisdictions under which the CUSTOMER operates and that no such illegal data, in particular CLIENT DATA, is stored on the SERVER.

(3) Breach of the provisions under sections (1) and (2) by the CUSTOMER

a) Should the CUSTOMER breach the provisions of sections (1) or (2) for reasons for which it is responsible, Signavio may block the access of the CUSTOMER to the APPLICATION, SERVICE or to the CLIENT DATA with prior notice in writing if the breach can be reasonably stopped by these means. If these means (i) were legally required to satisfy a legal demand by a competent court of law or a government body; or (ii) serve to avert damage from Signavio or Signavio's customers, notification concerning this access restriction may also take place in retrospect to the CUSTOMER.

b) Should the CUSTOMER breach section (2), Signavio shall be entitled to delete the CLIENT DATA with prior notice in writing if the breach can be reasonably stopped by these means. If these means (i) were legally required to satisfy a legal demand by a competent court of law or a gov-ernment body; or (ii) serve to avert damage from Signavio or Signavio's customers, notification concerning this deletion may also take place in retrospect to the CUSTOMER.

c) Should the CUSTOMER breach the provisions of sections (1) or (2) for reasons for which it is responsible, and should the CUSTOMER continue to breach or repeatedly breach the provisions in sections (1) or (2) for a period of 2 (two) weeks after written notice is sent to the CUSTOMER by Signavio, and if the CUSTOMER is responsible for the same, Signavio may terminate the Agreement for cause without any period of notice.

d) For each case in which the CUSTOMER culpably enables the APPLICATION to be used by third parties (or by individuals not named by the CUSTOMER), the CUSTOMER shall pay a penalty fee, immediately due, in the amount of two (2) times of the monthly fee per each unauthorized USER in accordance with § 7 (1). The right to assert claims for damages remains reserved; in this case, the penalty shall be set off against the claim to damages.

§ 5 Maintenance of the APPLICATION

A. Technical availability of the APPLICATION and of the access to the CLIENT DATA, Reaction and Recovery Time.

(1) Signavio shall be responsible for ensuring the availability of the SERVICE and the CLIENT DATA at the transfer point (§ 2 (8), of this Agreement) in accordance with the terms of section 2 below. Under the term 'Availability' the Parties agree the technical usability of the APPLICATION and the CLIENT DATA at the transfer point for use by the CUSTOMER.

(2) The average SERVICE Availability per annum shall be no less than 99.6%, based on 24 (twenty-four) hours a day, 7 (seven) days a week. Scheduled Downtimes for maintenance and software updates, in particular the times of planned unavailability specified in section 7, and also times in which the SERVICE cannot be reached on account of technical or other problems which do not lie within the direct control of Signavio such as force majeure, third party fault, etc. are excluded from the average availability calculation. Where Signavio foresees that the consecutive downtime required for network, server or software maintenance exceeds 3 (three) hours in duration, Signavio shall notify the CUSTOMER of such planned maintenance at least 3 (three) days in advance of commencing the respective work.

(3) Signavio shall use commercially reasonable efforts to eliminate any faults or errors in the APPLICATION and the documentation, or the SERVICE, reported by the CUSTOMER within a reasonable period of time. Faults shall be classified by the Parties by mutual agreement as; (a) preventing operations, (b) impeding operations or (c) other faults. If the Parties fail to reach agreement, Signavio shall decide on the classification, with reasonable regard to the CUSTOMER'S interests. According to the classification of a fault, the following reaction and restoration times apply:

Fault preventing CUSTOMER'S operations (reaction time not to exceed: 12 (twelve) hours, restoration time not to exceed: 24 (twenty-four) hours)

Fault impeding CUSTOMER'S operations (reaction time not to exceed: 24 (twenty-four) hours, restoration time not to exceed: 2 (two) days)

a) A fault preventing CUSTOMER'S operations is present if, for example, the use of the APPLICATION is not possible or is severely restricted due to reproducible malfunctions, causing false work results or response times caused by Signavio and this fault cannot be circumvented using reasonable efforts on behalf of the CUSTOMER;

b) A fault impeding CUSTOMER'S operations is present if, for example, the use of the APPLICATION is not possible or is restricted due to intermittent malfunctions, false work results or

response times caused by Signavio, but at the same time the restrictions of use are also not inconsiderable and cannot be circumvented using reasonable efforts on behalf of the CUSTOMER;

c) The reaction time is calculated in hours from the receipt of the fault notification during the core working hours. For CUSTOMERS of Signavio, Inc. the core working hours are defined as Mondays to Fridays, in each case 9:00 am – 5:00 pm (EST) except for statutory public holidays in Massachusetts, USA. For CUSTOMERS of Signavio Pte. Ltd. the core working hours are defined as Mondays to Fridays, in each case 9:00 am – 5:00 pm (SGT), except for statutory public holidays in Singapore. For CUSTOMERS of Signavio ANZ Pty. Ltd. the core working hours are defined as Mondays to Fridays, in each case 9:00 am – 5:00 pm (SGT), except for statutory public holidays in Australia. For CUSTOMERS of Signavio GmbH and Signavio Schweiz GmbH the core working hours are defined as Mondays to Fridays, in each case 9:00 am – 5:00 pm (CET), except for statutory public holidays in the State of Berlin.

(4) A Fault in the APPLICATION is present if (i) the APPLICATION, when used in accordance with the terms of the Agreement, fails to provide the documented functions or (ii) it is not suitable for the use specified under this Agreement. In particular, no fault within the meaning of this provision is present if any of the above-mentioned pre-requisites (i) or (ii) only has a minor effect on the use of the APPLICATION, or the failure was caused by improper use of the APPLICATION or SERVICE by the CUSTOMER.

(5) A fault in the Documentation is present if a competent USER equipped with basic knowledge and training in the use of the APPLICATION cannot understand the operation of individual functions with the aid of the documentation within a reasonable time and effort. Explicitly, the documentation is intended to assist the USERS in understanding how to use the APPLICATION, not to provide instructions on how to correctly model processes or decisions.

(6) In so far as any fault in the APPLICATION or SERVICE reported by the CUSTOMER does not actually exist, Signavio shall be entitled to make a separate charge for the expense thereby caused.

(7) The period of planned unavailability is agreed as follows:

a) Fridays to Sundays in each case from 10:00 pm – 2:00 am (CET) if CUSTOMER (i) initially registers for the APPLICATION under the URLs "editor.signavio.com" respectively "workflow.signavio.com"; or (ii) does not explicitly request storage of its CLIENT DATA on a SERVER located within the United States of America or Australia.

b) Saturdays and Sundays in each case from 11:00 am – 3:00 pm (CET); and Mondays from 9:00 am – 1:00 pm (CET); if CUSTOMER (i) initially registers for the APPLICATION under the URLs "app-us.signavio.com" respectively "workflow-us.signavio.com"; or (ii) explicitly requests storage of its CLIENT DATA on a SERVER located within the United States of America.

c) Fridays 5:00 – 9:00 pm (CET); and Saturdays and Sundays 1:00 – 5:00 pm (CET); if CUSTOMER (i) initially registers for the APPLICATION under the URLs „app-au.signavio.com" respectively „workflow-au.signavio.com"; or (ii) explicitly requests storage of its CLIENT DATA on a SERVER located within Australia.

During the times of planned unavailability, Signavio shall be entitled to maintain the SERVER, APPLICATION, or SERVICE and to create Client Data backups or carry out other works necessary to deliver the SERVICE. The CUSTOMER shall be notified of any additional times of planned unavailability no less than

14 (fourteen) days in advance. Additional periods of planned unavailability may only be invoked for cogent reasons having reasonable regard to the legitimate interests of the CUSTOMERS.

(8) If and in so far as the CUSTOMER can use the SERVICE during times of planned unavailability, no legal claim hereto shall exist. If during any use of a SERVICE in times of planned unavailability a reduction or loss of performance arises, the CUSTOMER shall have no claim under liability for defects or any claim for damages.

B. User Support

(1) "User Support" includes end user support for the use of the APPLICATION and SERVICE, in particular troubleshooting any unintended use of the APPLICATION's and SERVICE's functionalities, providing assistance in solving company-specific issues regarding the use of the APPLICATION and SERVICE assuming the CUSTOMER'S users have been reasonably trained in the use of the APPLICATION and sharing of related tips and tricks for the APPLICATION and SERVICE.

(2) The CUSTOMER shall have the right to name 2 (two) APPLICATION Administrators to Signavio who are eligible to receive support from Signavio.

(3) Signavio shall provide User Support to the group of individuals defined in section (2) above either by phone (the support hotlines for each region are available under: https://www.signavio.com/contact/) or by e-mail (support@signavio.com). The User Support does not replace the Administrator or End USER training for the APPLICATION's use by Signavio.

(4) Signavio shall provide User Support to the group of individuals defined in section (2) above (i) for CUSTOMERS of Signavio GmbH and Signavio Schweiz GmbH in German and English and (ii) for the CUSTOMERS of any other Signavio company in English only.

(5) Signavio shall provide User Support to the group of individuals defined in section (2) above limited to the Support service hours. For CUSTOMERS of Signavio, Inc. the Support service hours are defined as Monday to Friday, 9:00 am – 5:00 pm (EST) except for statutory public holidays in Massachusetts, USA. For CUSTOMERS of Signavio Pte. Ltd. the Support service hours are defined as Monday to Friday, 9:00 am – 5:00 pm (SGT) except for statutory public holidays in Singapore. For CUSTOMERS of Signavio ANZ Pty. Ltd. the Support service hours are defined as Monday to Friday, 9:00 am – 5:00 pm (SGT) except for statutory public holidays in Singapore. For CUSTOMERS of Signavio GmbH and Signavio Schweiz GmbH the Support service hours are defined as Monday to Friday, 9:00 am – 5:00 pm (CET), except for statutory public holidays in the State of Berlin, Germany.

C. Excluded Services

(1) The following services can be provided at an additional charge:

a) User Support outside of the Support service hours (§ 5 B. (5));
b) Solving of problems which are caused by inappropriate usage of the APPLICATION;
c) Recovery of data if Signavio is not responsible for the loss of data;
d) Restoration of backed up data if Signavio is not responsible for the loss of data;
e) Customized programming;
f) On-site services;
g) Trainings;
h) User-Support regarding the interaction/integration of the SERVICE or APPLICATION with software of third parties that is not object of this Agreement;

i)   Development of CUSTOMER specific scripts; and

j)   Assistance regarding modeling questions.

(2) If the CUSTOMER requires any of the services listed in section (1), the Parties may separately agree on the definition and delivery of such services which are to be paid for separately.

§ 6 Responsibilities and Obligations of the CUSTOMER

The CUSTOMER shall fulfill all duties and obligations as necessary for the performance of the Agreement. It shall in particular:

(1) keep the authorizations of use and access credentials and rights allocated to it and/or to its USERS confidential, protect the SERVICE from access by third parties not specifically allowed under this Agreement and not pass on the same to unauthorized USERS. This authorization data and credentials are to be protected by appropriate and usual measures. The CUSTOMER shall immediately notify Signavio if the suspicion exists that non-authorized individuals may have become aware of any USER's access credentials or passwords, or have otherwise circumvented the provided USER authentication methods of the SERVICE; and

(2) comply with the restrictions/obligations in relation to the rights of use under § 4, in particular and:

a)   name all USERS intended to use the APPLICATION under § 4, and also any changes to the USERS and to keep all USER-relevant information up-to-date;

b)   put organizational directives into place so that multiple use of any USER accounts by different individuals is prevented. That is, all USER accounts must be specified by using a non-ambiguously assigned e-mail address (login name) for each authorized USER according to § 4. For the avoidance of doubt, the e-mail address used needs to be assigned to a uniquely identifiable individual. The use of e-mail distribution lists or generic user names or sharing of passwords to access the SERVICE is explicitly not allowed;

c)   not without authorization, extract any programs, components, information or data, or enable third parties to extract the same, or interfere with APPLICATIONS or SERVICES which are provided by Signavio, or cause any such interferences to be made, or, not without authorization, to probe or penetrate data networks of Signavio or promote any such penetrations;

d)   indemnify Signavio from claims of any third parties which are based on any unlawful use of the APPLICATION or SERVICE 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 the APPLICATION or SERVICE;

e)   obligate the authorized USERS that they will comply with all provisions of this Agreement applicable to them;

f)   The failure by CLIENT to report any such defects shall not be considered a breach of the Agreement, but shall relieve Signavio of any liability arising out of any delay or failure by Signavio to provide adequate USER SUPPORT to the extent such delay or failure could have been avoided but for CLIENT'S failure to reporting such defects.

g)   ensure that it observes (e.g. in the transmission of texts/data of third parties onto the SERVER of Signavio) all rights of third parties in material used by it;

h) obtain any necessary consent of the respective person affected, in so far as it collects, processes or uses any personal data in the use of the APPLICATION and insure that no statutory consent criteria apply; and

i) in so far and to the extent that, by mutual agreement, the CUSTOMER has the option to regularly secure the CLIENT DATA stored on the SERVER through download; the obligation of Signavio under § 2 (7), to create data back-ups remains unaffected hereby.

§ 7 Remuneration

(1) A fee will be charged for the services owed according to § 1. The amount of the fee shall depend upon the software products and their features chosen, the number of USERS, the components/options selected by the CUSTOMER and also the term of the Agreement. Pricing details are defined in a quotation provided by Signavio. In case those individual months are billed pro rata, each calendar day is billed as 1/365 of the annual (12 months) fee.

(2) Additional services may be quoted by Signavio according to then current rates for time and actual expenses incurred in the delivery of such services at a cost mutually agreed to in advance by the Parties. This shall apply in particular for the training of the CUSTOMER and/or USERS.

(3) The fee shall be owed with the addition of any applicable tax and shall be payable annually in advance of each subsequent term.

(4) If the CUSTOMER reduces its license volume (reduction in volume covered by the Agreement) at or before term renewal, all previously granted discounts become inapplicable. From the effective date of the reduction in license volume, the undiscounted list prices are instead applied without discount.

(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.

§ 8 Data Protection

(1) Both Signavio and CUSTOMER shall observe the respectively applicable data protection provisions and impose an obligation on those employees and/or USERS assigned in connection with the Agreement and its implementation to preserve data security in accordance with such provisions in so far as they have not already generally been placed under a corresponding obligation.

(2) Where the CUSTOMER collects, processes or uses personal data, it shall be responsible for ensuring that it is entitled to do so in accordance with the applicable provisions, in particular data protection provisions, and shall, in the case of any breach, indemnify Signavio from any claims of third parties.

(3) Signavio shall take technical and organizational security precautions and measures in accordance with applicable data protection regulations. Signavio shall in particular protect the services and systems lying within the sphere of its control and also the CLIENT DATA and, where appropriate, other data stored by the CUSTOMER or relating to the CUSTOMER on the SERVER against any unauthorized access, storage, modification or other non-authorized accesses or attacks - whether through technical measures, through viruses or other harmful programs or data or through physical access - by employees of Signavio or third parties, quite regardless by which means such are made. Signavio shall in this respect take the appropriate and usual measures which are necessary, in particular to provide virus protection and protection against similar harmful programs as well as other measures necessary in

securing its facilities, including protection against burglary, fire or natural disasters according to current industry standards.

(4) Signavio shall only collect and use personal data as required for the implementation and support of this Agreement. The CUSTOMER consents to the collection and use of such data solely for these purposes.

(5) The obligations under sections (1) to (3) shall exist as long as CLIENT DATA lie within the control of Signavio, including beyond the end of the Agreement. The obligation under section (4) shall also continue beyond the end of the Agreement.

(6) All services which are part of this Agreement are provided by Signavio as contracted data processing on behalf of the CUSTOMER. The CUSTOMER is the controller according to Art. 28 GDPR. That is, Signavio is obligated by law to conceal any individual-related data processed on behalf of the CUSTOMER and only process this data based on the CUSTOMER'S guidance and instructions. All instructions need to be communicated to Signavio in writing in sufficient time.

(7) If necessary, the Parties govern the contracted data processing in a separate Data Processing Agreement.

(8) The CUSTOMER is authorized to assure itself of the compliance with the requirements according to Art. 28 GDPR as well as of the compliance of the data handling in terms of other lawful and contractual agreements in relation to personal data, which is processed as part of the operations of the APPLICATION and the SERVICE in accordance with this Agreement. The date and details of such inspection needs to be agreed upon by the Parties separately.

§ 9 Confidentiality

Confidentiality is defined in Signavio's Standard Agreement.

§ 10 LIABILITY; LIMITATION OF LIABILITY

(1) Liability is partially defined in Signavio's Standard Agreement.

(2) AS LONG AS SIGNAVIO GMBH IS THE CONTRACTUAL PARTNER THE LIABILITY UNDER THE GERMAN PRODUCT LIABILITY ACT REMAINS UNAFFECTED.

(3) AS LONG AS Signavio GmbH IS THE CONTRACTUAL PARTNER, PURSUANT TO § 536a BGB *[German Civil Code]*, SIGNAVIO EXPRESSLY DISCLAIMS ALL LIABILITY, IRRESPECTIVE OF FAULT, FOR DAMAGES ARISING OUT OF DEFECTS PRESENT AT THE TIME OF THE CONCLUSION OF THIS AGREEMENT, UNLESS THE CUSTOMER PROVIDES SIGNAVIO WITH WRITTEN NOTICE OF COMPLAINT WITHIN NINETY (90) DAYS. SECTIONS (1) AND (2) SHALL REMAIN UNAFFECTED.

(4) SIGNAVIO SHALL NOT BE LIABLE FOR ANY INTENTIONAL OR NEGLIGENT BREACH OF THE RIGHTS OF THIRD PARTIES BY THE CUSTOMER IN SO FAR AS AND TO THE EXTENT THAT THIS BREACH RESULTS FROM THE CUSTOMER HAVING EXCEEDED THE RIGHTS OF USE GRANTED UNDER THIS AGREEMENT. IN THIS CASE, THE CUSTOMER SHALL INDEMNIFY SIGNAVIO UPON FIRST DEMAND FROM ALL CLAIMS OF THIRD PARTIES.

§ 11 Formation of the Agreement; Usage of the free trial version

(1) A pre-requisite of the use of the SERVICE and APPLICATION is registration by the CUSTOMER. Through successful registration, an individual USER account is opened on behalf of the CUSTOMER. At

the registration and thereafter in the APPLICATION, the CUSTOMER may nominate further USERS to be specified by name. The CUSTOMER is obliged to provide the data requested at registration correctly and in full. The CUSTOMER is obliged to notify Signavio without delay of any changes to its USER structure.

(2) The CUSTOMER must be a corporation or entrepreneur, that is a natural or juristic person or a non-incorporated firm having legal capacity, which at the time of formation of the Agreement, solely acts as part of their commercial function (compliant with the meaning of § 14 BGB (*German Civil Code*)).

(3) Prior to the use of the APPLICATION and the SERVICE subject to charge, Signavio offers its CUSTOMERS the use of an evaluation version of the APPLICATION and the SERVICE free of charge for a limited period of time. The Agreement for the use of the evaluation version is established once the CUSTOMER completes the registration details at Signavio and has declared its acceptance of this Agreement by clicking on the "Test Signavio", "Join Workspace" or "Register" button. Signavio will acknowledges it's acceptance by an e-mail confirmation to the CUSTOMER. This e-mail also contains a hyperlink which the CUSTOMER uses to activate its USER account.

(4) The provisions of this Agreement shall also apply to the use of the trial version of the APPLICATION and SERVICE. The CUSTOMER accepts these terms by using the trial version.

(5) The Agreement concerning the use of the APPLICATION and SERVICE subject to charge is formed as follows: the submission of the invoicing details in full, as well as the selection by the CUSTOMER of the offer concerning the booking functionality within the APPLICATION through pressing the button "Purchase" represents the binding request of the CUSTOMER to conclude the Agreement. The acceptance of the CUSTOMER's request is made by an e-mail from Signavio which confirms the receipt of the booking as well as the formation of the Agreement. Alternatively, Signavio may provide the CUSTOMER with a written quotation to use the SERVICE upon the CUSTOMER'S request. This Agreement is concluded by acceptance of this quotation in writing by the CUSTOMER.

(6) The Signavio websites themselves simply represent an invitation to submit requests.

§ 12 Term; Termination

(1) The CUSTOMER may at any time terminate the Agreement for the evaluation version of the SERVICE and APPLICATION. Unless otherwise agreed in writing between the CUSTOMER and Signavio, the free trial period ends automatically after 30 (thirty) days, without the requirement of a termination request from the CUSTOMER.

(2) Unless otherwise agreed the minimum term shall be 12 (twelve) months and shall automatically be extended for an additional 12 (twelve) months if not cancelled by either Party with a notice period of 90 (ninety) days prior to the end of the term. (3) Either party may terminate the Agreement for the other party's material breach of this Agreement; provided such material breach has not been cured within 30 (thirty) days of the non-breaching party's notice thereof. Notwithstanding the foregoing, Signavio may terminate this Agreement immediately if CUSTOMER (i) has deliberately provided false contact data, (ii) has deliberately provided false or invalid e-mail addresses, (iii) has deliberately provided false bank account details, (iv) has transferred its USER account to a third party or (v) tolerates the usage by a third party not previously authorized by Signavio, specifically by not explicitly named individuals (multiple usage according to § 6 (2) b). Except for the reasons for material breach as described above in (i) to (vi), it is considered agreed for any other material breach, that the immediate

termination must be preceded by a written reminder to the defaulting party with a deadline of 30 (thirty) working days.

(4) Notwithstanding the provisions in section (3), Signavio may terminate the Agreement without complying with any period of notice if the CUSTOMER is in default for 2 (two) consecutive months or of a substantial part of the fee or, in a period of time covering more than two months, is in default with payment of the fee in an amount equivalent to two months of fees. Signavio may in this case additionally demand liquidated damages, payable immediately in one sum, in the amount of one quarter of the remaining monthly lump sum fees calculated until the expiration of the Agreement term. The right is reserved to the CUSTOMER to prove that a lower amount of damage has been incurred.

(5) Notices of termination must be given in written form.

§ 13 Duties upon and following termination of the Agreement

(1) Following the ending of the contractual relationship and following the request of the CUSTOMER, Signavio shall be obliged to provide the CUSTOMER with the CLIENT DATA stored by it in formats in accordance with § 3 (3) in the form of data transmission.

(2) Within 14 (fourteen) calendar days following termination without receiving a request of the CUSTOMER to deliver the CLIENT DATA to CUSTOMER, Signavio is entitled to delete the CLIENT DATA and account information of the CUSTOMER.

§ 14 General Terms

(1) Signavio reserves the right to change provisions of this Agreement. Such change requires the CUSTOMER'S approval. Signavio will notify the CUSTOMER of such change by e-mail or in written form at least 30 (thirty) calendar days before coming into effect. The approval is given automatically if the CUSTOMER does not object the change via e-mail or in written form within 30 (thirty) calendar days of the receipt. If the CUSTOMER objects, the contractual relationship continues to be governed by the original Agreement terms.

(2) For CUSTOMERS of Signavio, Inc. this Agreement and any action related thereto between the Parties shall be governed, controlled, interpreted and defined by and under the laws of the State of California and the United States of America, without regard to conflicts of laws principles. For CUSTOMERS of Signavio, Inc. the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. For CUSTOMERS of Signavio Pte. Ltd. the contractual relationship shall be governed, controlled, interpreted and defined by and under the laws of Singapore. For CUSTOMERS of Signavio Pte. Ltd. the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the courts of Singapore and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. For CUSTOMERS of Signavio GmbH the contractual relationship shall be governed by, subject to, and construed in accordance with the German law. For CUSTOMERS of Signavio ANZ Pty. Ltd. the contractual relationship shall be governed, controlled, interpreted and defined by and under the laws of Australia. For CUSTOMERS of Signavio ANZ Pty. Ltd. the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the courts of Melbourne and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. For CUSTOMERS of

Signavio GmbH and Signavio Schweiz GmbH the contractual relationship shall be governed, controlled, interpreted and defined by and under the laws of Germany. For CUSTOMERS of Signavio GmbH and Signavio Schweiz GmbH the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the courts of Berlin and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. For CUSTOMERS of Signavio France SAS the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the courts of Paris. For CUSTOMERS of Signavio UK Ltd. the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the courts of London.

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

(4) 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.

(5) The CUSTOMER is allowed to transfer this Agreement including all rights and obligations to an affiliated corporation. Affiliation means any entity which is controlled by, is in control of or under common control with the CUSTOMER. For purposes of this definition, "control" means the direct or indirect beneficial ownership of over fifty percent (50%) of the voting interests (representing the right to vote for the election of directors or other managing authority) in an entity. For CUSTOMERS of Signavio GmbH the above definition of affiliated companies is to be understood in accordance with § 15 AktG [Aktiengesetz – Corporation Law]. The CUSTOMER shall inform Signavio in writing about the new contractual partner within a period of thirty (30) calendar days before the effective date of the transfer.

(6) Signavio is allowed to transfer this Agreement including all rights and obligations to a corporation of its choice. The transfer will come into effect 30 (thirty) calendar days after the receipt of the transfer notification sent by e-mail to the CUSTOMER. In case of a transfer of the Agreement, the CUSTOMER has the right for extraordinary termination of the Agreement, which needs to be exercised within 7 (seven) calendar days after receipt of the notification.

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

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

Version: May 25th, 2018