

Service Agreement for Standard Trainings and Consultings

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

§ 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) The prices for Signavio's SERVICES are 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) 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).

(4) 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) 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 500,000.00 € (IN THE CASE OF Signavio, Inc.: USD \$500,000.00; IN THE CASE OF Signavio Pte Ltd.: SGD \$500,000.00; IN THE CASE OF SIGNAVIO SCHWEIZ GMBH: CHF 500,000.00 AND IN THE CASE OF SIGNAVIO ANZ PTY. LTD.: AUD \$750,000.00). SECTIONS (1) and (2) SHALL REMAIN UNAFFECTED HEREBY.

(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 its functionality described in Signavio's Feature Overview (<http://www.signavio.com/docs/en/features.pdf>).

§ 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.

B. Special Provisions for Trainings

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

(1) 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.

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

(3) 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.

(4) 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 Standard Agreement as well as the SaaS User Agreement (accessible at <https://www.signavio.com/terms-and-conditions/>).

(5) 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.

C. 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 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 CUSTOMERS of Signavio, Inc. this Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of laws rules. 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 Massachusetts 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 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.

(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.

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