



## On-Premise User Agreement (Subscription)

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

Signavio offers software for Business Process Management, Business Decision Management and/or Workflow Management to corporations “Signavio Process Manger On-Premise (Subscription)”, “Signavio Collaboration Hub On-Premise (Subscription)”, “Signavio Process Intelligence „and/or “Signavio Workflow Accelerator On-Premise (Subscription)”; both hereinafter the “APPLICATION”) for temporary installation and use on the CUSTOMER’S own hardware. The terms and conditions of this On-Premise User Agreement (Subscription) (the “Agreement”) regulate the use of the APPLICATION. By installing the APPLICATION you (hereinafter also “CUSTOMER”) agree with 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.

### § 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 and the grant of rights to use the APPLICATION as well as for the software maintenance and development of the APPLICATION in its current version (“MAINTENANCE OF THE APPLICATION”) and 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 APPLICATION and documentation

(1) The APPLICATION will be provided by Signavio. The CUSTOMER can choose the delivery method from the followings alternatives: (i) the delivery of the APPLICATION via USB Flash Drive or (ii) download of the APPLICATION via download link within 14 (fourteen). The CUSTOMER'S choice must be communicated via e-mail within 2 (two) working days from the date of order, otherwise Signavio may choose either delivery option. The installation of the APPLICATION will be performed by the CUSTOMER on the CUSTOMER'S server environment and is not covered by this Agreement. For the installation, Signavio provides installation documentation to the CUSTOMER.

(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 and may be updated by Signavio from time to time.

(3) The number of individuals permitted to access the APPLICATION is based on the number of "USERS" 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 so far as Signavio does not send credentials (e.g. user names, client certificates or passwords) to the CUSTOMER, which have been chosen by the CUSTOMER these credentials shall be immediately changed by the CUSTOMER into names and passwords known only to itself.

(4) Both Parties understand and agree that all data submitted by CUSTOMER to the database of the APPLICATION and subsequently contained in any reports, spreadsheets or analysis of any kind generated by the APPLICATION, 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 its obligations under this Agreement.

(5) Upon commencement of the Agreement, Signavio shall provide the CUSTOMER with installation documentation and USER documentation for the APPLICATION 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, 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 under § 4 shall also apply to the corresponding documentation.

(7) 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) The installation and use of the APPLICATION requires the compliance with the Signavio On-Premise Server System Requirements (hereinafter "SYSTEM REQUIREMENTS"). The current SYSTEM REQUIREMENTS can be found on the Signavio website at: <http://www.signavio.com/docs/en/system-requirements.pdf> and are part of the Agreement. For the operation of future versions of the APPLICATION additional SYSTEM REQUIREMENTS may be necessary.

(2) A pre-requisite for the use of the APPLICATION by a USER is a computer capable of accessing the server the APPLICATION is installed on 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 CUSTOMER domains related to the use of the APPLICATION.

(3) Signavio shall not be responsible for the condition or properties or performance of the necessary hardware and software required by the CUSTOMER.

(4) 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 APPLICATION.

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

(1) Rights of use for the APPLICATION and the 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) The conveyance of the APPLICATION to the CUSTOMER takes place on a temporary basis. The CUSTOMER may only use the APPLICATION for its own commercial activities.
- b) The CUSTOMER shall be entitled to use the APPLICATION 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. Use is in particular loading, displaying, executing and saving the APPLICATION. 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. CUSTOMER shall not embed any third-party software into the APPLICATION other than what is permitted in the Documentation. In no case CUSTOMER shall embed any third-party software into the APPLICATION that is licensed under the terms of GPL (GNU General Public License). 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 interface (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 contractual agreement issues and delivers new versions, updates, upgrades or other new releases of the APPLICATION 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 also in case of the rights granted according to this Agreement. The CUSTOMER shall not be entitled to use the APPLICATION beyond the agreed scope or to make the APPLICATION accessible to third parties without the written approval of Signavio and shall not be permitted to replicate or sell the APPLICATION 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.
- g) The CUSTOMER shall be able to replicate the APPLICATION, as far as this is necessary for its use. This includes in particular the installation of the APPLICATION in the server environment as well as loading the APPLICATION into the system memory. The CUSTOMER is also entitled to replicate the APPLICATION exclusively for backup purposes, but only up to 12 (twelve) backup copies are permitted to be kept at any point in time. All backup copies are to be marked as such.
- h) The APPLICATION is provided with a license file, which determines the number and type of the licenses. The technical effectiveness of the license file is limited to the respective fixed term of the Agreement between the Parties (hereinafter "TERM") and needs to be replaced upon expiration of the TERM. If the CUSTOMER does not terminate the Agreement pursuant to § 13 before the applicable period of cancellation, then Signavio shall notify the CUSTOMER within reasonable time before the expiration of the license file and shall also provide a renewed license file.
- i) If during the fixed term of the Agreement the CUSTOMER requires additional licenses and if the Parties conclude an additional agreement for the subscription to additional USER licenses or additional features, Signavio will provide an extended license key file. Upon use of the extended license key file by the CUSTOMER, the CUSTOMER shall destroy the previous license key file that



represents the previous state of the agreement between the Parties within 48 (forty-eight) hours of using of the new license key file.

(2) Breach of the provisions under section (1) by the CUSTOMER:

- a) Should the CUSTOMER breach the provisions of section (1) for reasons for which it is responsible, and should the CUSTOMER continue to breach or repeatedly breach the provisions in section (1) 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.
- b) 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 2 (two) 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. Software Maintenance of the APPLICATION and provisioning of newer versions of the APPLICATION and the documentation

(1) MAINTENANCE OF THE APPLICATION includes preventive measures to improve the latest available version of the APPLICATION created by Signavio in its organizational structure and behavior at Signavio's sole discretion. It also includes the right to receive modified or new functionalities of the APPLICATION (hereinafter called "UPDATE" or "UPDATES") with the official release by Signavio and to use them instead the previous version at no extra charge. UPDATES are developed and released periodically by Signavio and provided to the CUSTOMER via download link during the Agreement's term.

(2) If Signavio provides an UPDATE, the USER Documentation shall be modified accordingly. This only applies, however, if the effects on the USER Documentation are substantial.

### B. User-Support

(1) "User Support" includes end user support for the use of the APPLICATION, in particular troubleshooting any unintended use of the APPLICATION's functionalities, providing assistance in solving company-specific issues regarding the use of the APPLICATION 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. The CUSTOMER acknowledges that Signavio will only offer USER Support for the latest version of the APPLICATION made available to the CUSTOMER. This shall hold especially in those situations where Signavio believes that an error or defect reported by the CUSTOMER can be eliminated/cured by a not yet installed UPDATE.

(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 para. (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 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.

(6) Signavio has to reserve sufficient resources in order to deliver the agreed amount of support services to the CUSTOMER. It would not be feasible to deliver an unlimited amount of support services, because Signavio cannot reserve an unlimited amount of adequate support resources for its customers. Therefore, the consumption of support services by the CUSTOMER is measured in incident units (“IUs”). IUs are always calculated in total as one single quota across all licensed users covered in the Agreement. For the avoidance of doubt, the usage of IUs is not tracked individually per user. Unused IUs of a month are not transferrable to the following month.

(7) Upon the designation of a contact person by the CUSTOMER, Signavio will provide a quota limit notification by email each month once 90% (ninety percent) of the included IUs have been consumed. The notification will only be provided if the customer provides a contact person including email address in written form beforehand.

(8) Incident Units definition according to (6) and (7):

- Total Incident Units (IU) included per calendar month per each modeling user (Corporate Edition or Ultimate Edition): **2**;
- Incident Unit’s duration: **1 IU = 10 Minutes**;
- Price per additional IU: **25.00 EUR for Customers of Signavio GmbH and Signavio Schweiz GmbH (or USD \$35.00 for CUSTOMERS of Signavio, Inc.; or SGD \$45.00 for CUSTOMERS of Signavio Pte. Ltd.; or AUD \$40.00 for CUSTOMERS of Signavio ANZ Pty. Ltd. )**;
- Cost of User-Support outside of Support service hours (if available): **200.00 EUR / hour for Customers of Signavio GmbH and Signavio Schweiz (or USD \$275.00 / hour for CUSTOMERS of Signavio, Inc.; or SGD \$360.00 / hour for CUSTOMERS of Signavio Pte. Ltd.; or AUD \$350.00 / hour for CUSTOMERS of Signavio ANZ Pty. Ltd.)**

## C. Excluded Services

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

- a) Installation of the APPLICATION or installation of updates;
- b) User-Support outside of the Support service hours (§ 5 B (5));
- c) Solving of problems which are caused by inappropriate usage of the APPLICATION;
- d) Recovery of data;
- e) Restoration of backed up data;
- f) Customized programming;



- g) On-site services;
- h) Trainings;
- i) User-Support regarding the interaction/integration of the SERVICE or APPLICATION with software of third parties that is not object of this Agreement;
- j) Development of CUSTOMER specific scripts; and
- k) 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 APPLICATION 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 APPLICATION; 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 APPLICATION is explicitly not allowed;
- c) without authorization, extract any programs, components, information or data, or enable third parties to extract the same, or interfere with APPLICATIONS (in particular the license file) which are provided by Signavio, or cause any such interferences to be made, or, 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 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;
- e) obligate the authorized USERS that they will comply with all provisions of this Agreement applicable to them;
- f) report any defects of the APPLICATION in text form. An oral report is possible, if the CUSTOMER also reports the defect in text form within 2 (two) working days. The report has to describe the defect in detail (in particular the conditions, under which it appears, symptoms and effect of the defect);





- g) grant remote access rights to Signavio, as long as this is necessary to achieve the object of this Agreement, e.g. for error analysis by Signavio. Signavio will contact the client for this purpose by e-mail or phone and in each case agrees upon the beginning of the remote access session. The CUSTOMER shall have the right to document and track the measures of Signavio during the remote access and if necessary to conduct the required technical and organizational measures (such as data backup). CUSTOMER understands and accepts that in the course of a remote access session some CUSTOMER information may be lost (e.g. work results, inserted data), e.g. as a result of restoring the APPLICATION to an earlier state. It is solely the CUSTOMER'S responsibility to back up all information before the start of a remote access session as described in the Administrator's guide. If the backup of the data fails, the CUSTOMER is obliged to inform Signavio prior to the start of remote access session.

## § 7 Remuneration

(1) A fee will be charged for the services owed according to § 1. The amount of the fee shall depend upon the 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 the formal written 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 is owed with the addition of any applicable tax and is 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.

## § 8 Data security, PII 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) For CUSTOMERS of Signavio GmbH and CUSTOMERS operating in Germany, the applicable data protection provisions according to (1) particularly include those defined in § 5 BDSG [*Bundesdatenschutzgesetz – Federal Data Protection Act*].

(3) Signavio shall only collect and use CUSTOMER-related 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.

(4) If Signavio, in the context of curing any defects through remote access, obtains access to personally identifiable information (PII), these services are to be understood as such services as described in § 11 para. 5 BDSG (*Bundesdatenschutzgesetz – Federal Data Protection Act*). The CUSTOMER is principal and





responsible party according §§ 3, para. 7, 11 BDSG. In this case (access to personally identifiable information (PII)), the Parties will conclude an individual agreement to concretize the rights and obligations arising from this relationship, which is to be attached to this Agreement as an exhibit.

## § 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, EXCEPT THAT SECTIONS (1) AND (2) SHALL REMAIN UNAFFECTED.

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

(1) Prior to the use of the APPLICATION subject to charge, Signavio offers its CUSTOMERS the use of an evaluation version of the APPLICATION free of charge for a limited period of time. The Agreement for the use of the evaluation version is established once the CUSTOMER installs the APPLICATION including the Signavio license file for the time-limited trial phase. Unless otherwise agreed in writing between the CUSTOMER and Signavio the free trial period ends automatically after 30 (thirty) days.

(2) The provisions of this Agreement shall also apply to the use of the trial version of the APPLICATION. The CUSTOMER accepts these terms by installing the trial version. If the CUSTOMER wishes to use the APPLICATION following the trial period, Signavio may provide the CUSTOMER with a written quotation to use the APPLICATION upon the CUSTOMER's request. This Agreement is concluded by acceptance of this quotation in writing by the CUSTOMER.

## § 12 Right to Audit

The CUSTOMER will allow Signavio, at Signavio's request, to verify the proper use of the APPLICATION, in particular to determine if the CUSTOMER uses the APPLICATION according to his purchased license volumes. For this purpose the CUSTOMER will provide access to Signavio to relevant documentation and records, as well as allow the examination of the hardware and software environment used. Signavio or a designated by a certified auditing firm under confidential obligation named by Signavio that is also acceptable for the CUSTOMER is allowed to examine any relevant records at the CUSTOMER'S offices during its regular business hours. Signavio will ensure that the CUSTOMER'S business is not disturbed by this action more than necessary. If the results of the examination exceeds the number of purchased licenses by more than 5% (five percent) or other use that was not agreed upon, the CUSTOMER shall bear the cost of the examination, otherwise Signavio is responsible for the audit costs.

## § 13 Term; Termination

(1) The CUSTOMER may at any time terminate the Agreement for the evaluation version of the APPLICATION. Unless otherwise agreed in writing between the CUSTOMER and Signavio, the free trial period



ends automatically after 30 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) failed to pay under the agreed terms, (v) has transferred its USER account to a third party or (vi) tolerates the usage by a third not previously authorized by Signavio, specifically by not explicitly named individuals (multiple usage according to § 6 (2) b)) or manipulates the provided license file (§ 6 (2) c)). 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 two (2) 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.

## § 14 Duties upon and following termination of the Agreement

(1) Following the ending of the contractual relationship, the CUSTOMER is obliged to terminate the use of the APPLICATION and remove all installed copies of the APPLICATION and to destroy all backup copies of the APPLICATION if created.

(2) The backup of the CLIENT DATA is performed solely by the CUSTOMER during the term of the Agreement. The APPLICATION contains a functionality to export data in formats according to §3 (4). If the CUSTOMER proves to Signavio that a backup of the CLIENT DATA within the remaining term of the Agreement is not feasible, the Parties agree on a procedure that allows the CUSTOMER to export the CLIENT DATA within 14 (fourteen) days after the termination of the Agreement.

## § 15 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 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 50% (fifty percent) 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 [Aktien-gesetz – Corporation Law]. The CUSTOMER shall inform Signavio in writing about the new contractual partner within a period of 30 (thirty) 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: December 4<sup>th</sup>, 2017