



Terms of Service

Last Updated: December 30, 2021

By signing a **VURBIS CLOUD SERVICES AGREEMENT** (the “AGREEMENT”, provided separately) you are agreeing to be bound by the terms and conditions (“Terms of Service”) represented here.

As used in these Terms of Service, “VURBIS” represents VURBIS Interactive International Limited, and all locations and subsidiaries; “CUSTOMER”, “you”, “your” represents the applicable contracting party; “SERVICE”, “SERVICES”, or “CLOUD SERVICES” represents various software-based, online services provided by VURBIS to the CUSTOMER; and “PARTIES” represents both VURBIS and CUSTOMER concurrently.

Any new features and functionality which are added to the current SERVICES shall be also subject to these Terms of Service. There are four (4) sections to these Terms of Service:

SECTION 1 - GENERAL TERMS AND CONDITIONS

SECTION 2 - DESCRIPTION OF SERVICES

SECTION 3 - SUPPORT AND SERVICE LEVELS

SECTION 4 – DPA (Data Processing Addendum) FOR GDPR COMPLIANCE

You must read, agree with, and accept all terms and conditions contained or expressly referenced in each section of these Terms of Service. It is recommended that you download and save a copy for your records.

SECTION 1 – GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 **Vurbis Cloud.** Repository for SERVICES provided to the CUSTOMER by VURBIS to which CUSTOMER is being granted access to under the AGREEMENT via website or IP address designated by VURBIS
- 1.2 **Software.** Vurbis’ proprietary microservices framework, on which the SERVICES are built, developed, operated, and maintained by VURBIS; including but not limited to software code, products, algorithms, user interfaces, techniques, designs and other tangible or intangible technical material or information.
- 1.3 **Effective Date.** The date of execution of the AGREEMENT by the PARTIES; these Terms of Service shall become effective immediately upon the Effective Date.
- 1.4 **Contract Year.** The elapsed time from the Effective Date to the one (1) year anniversary of the Effective Date and to each subsequent Initial Invoice Date anniversary thereafter.
- 1.5 **Term.** The length of time the CUSTOMER can legally use the Service, specified in months or years, or a combination of both.
- 1.6 **Initial Project.** The initial use of the SERVICE(s) by the CUSTOMER; future projects could follow.
- 1.7 **Initial Invoice.** Invoice containing fees owed by the CUSTOMER for the Initial Project
- 1.8 **Initial Invoice Date.** The issue date of the CUSTOMER’S first invoice, typically for the Initial Project.
- 1.9 **Buyer Profiler.** Each single connection instance between the CUSTOMER and a third-party (e.g. CUSTOMER’S customer, marketplace, etc.) via the SERVICES requires a Buyer Profiler be created, stored and maintained in the Vurbis Cloud by VURBIS on behalf of the CUSTOMER.
- 1.10 **Buyer Profiler Deactivation.** Deactivation of Buyer Profiler(s) by VURBIS at request of the CUSTOMER
- 1.11 **Territory.** Can be defined as continent, country, state, city or region.
- 1.12 **Language.** Language used in by SERVICE user interfaces where applicable
- 1.13 **Currencies.** Used in the SERVICES as prefix to an amount in money.
- 1.14 **User Accounts, or Users.** CUSTOMER’S employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by CUSTOMER (or by VURBIS at CUSTOMER request).
- 1.15 **Content.** All audio and visual information, documents, software, products and services contained in or made available to CUSTOMER while using the Service.
- 1.16 **Customer Data.** Any data, information or material provided or submitted by CUSTOMER to the SERVICE while using the SERVICE.
- 1.17 **Ecommerce Ready.** Operating level of the CUSTOMER’S online store; it needs to be connected to the internet, including all network or firewall settings, and all necessary fields and values required for e-Procurement / ERP integration need to be available.



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- 1.18 **Knowledgeable Technician.** A CUSTOMER resource, or resources, who understand the use and operation of the online web store, can diagnose login issues, understands bad gateway (5XX) debugging, browser related issues/requirements, network security like firewalls, Internet Domain Policies, Cross-Origin Resource Sharing, Corporate Networking, SSL Certificates, routing, etc. Knows how to use debug tools like Fiddler or Firebug and the Inspect tool in browser.
- 1.19 **CUSTOMER Admin.** A designated person to the VURBIS that will act as First point of contact on operational questions and issues.
- 1.20 **Progress Stagnation.** Different reasons the progress to the end goal can be impacted by internal and/or external causes. New commitment from all involved is required before restart.
- 1.21 **Documentation.** Any and all technical documentation, functional specifications, screenshots, screen captures and media for the software.
- 1.22 **Training.** VURBIS training is a hands-on remote training by a remote viewer and conferencing software.
- 1.23 **Support and Service Levels.** Support by email, phone, webinars or manuals, maintenance of the SERVICES. See SECTION 3 – SUPPORT AND SERVICE LEVELS, for details.
- 1.24 **Intellectual Property.** Any and all patents, copyrights, copyright registrations, proprietary models and design registrations, know-how, ideas, trademarks, service marks, trade names, business names, domain names, trade secrets, source code, object code, test results, proprietary techniques, regulatory filing, or other similar information (whether or not patentable and whether in tangible or intangible form), and any other industrial or proprietary right, and any rights to any of the foregoing, and any documentation relating thereto, whether or not registered as of the Effective Date of the AGREEMENT or at any time, provided however, that such information is not public as of the Effective Date of the AGREEMENT or at any time.
- 1.25 **Confidential Information.** The term “Confidential Information” shall mean the SERVICES, the AGREEMENT and other information of the parties when it is presented in printed, written, graphic, photographic or any other tangible form (including information received, stored or transmitted electronically) and marked as “Confidential”, “Proprietary”, “Discloser Private”, or “Restricted” by the Discloser. Confidential Information also includes information of the parties, when presented in oral form that is recorded as written minutes or notes of such oral presentation and which are marked “Confidential” and provided to Recipient within thirty (30) days after the date of disclosure. In addition, CUSTOMER’s “Confidential Information” includes, without limitation, all data entered into the SERVICES by CUSTOMER or its customers or generated by the SERVICES in connection therewith.
- 1.26 **Derivative Works.** “Derivative Works” shall mean custom computer software developed by VURBIS or on behalf of CUSTOMER by VURBIS, either paid for by CUSTOMER in part or full, or provided to CUSTOMER as part of the AGREEMENT.

2 SCOPE OF USE

- 2.1 **Usage Grant.** Subject to the terms and conditions set forth herein VURBIS grants CUSTOMER revocable, non-exclusive, non-transferable use of the SERVICES subject to the terms of the AGREEMENT.
- 2.2 **Restrictions on Use.** The CUSTOMER shall not permit any parent, subsidiaries, affiliated entities or third parties to use the SERVICES as noted in Section 2.1 without permission from VURBIS.
- 2.2.1 The AGREEMENT may NOT be sold, leased, assigned, sublicensed or otherwise transferred by CUSTOMER, in whole or in part, without VURBIS’ permission.
- 2.2.2 CUSTOMER will access SERVICES from a VURBIS Authorized Hosting Partner facility (currently Google.) If agreed upon additional instances of the software for development, testing and staging purposes will also be installed at the Authorized Hosting Partner facility.
- 2.2.3 CUSTOMER may not alter, modify, or change the SERVICES in any way. CUSTOMER shall not use the SERVICES in any manner that is intentionally disparaging or that otherwise portrays VURBIS in a negative light. CUSTOMER, however, shall have the right to build interfaces necessary to enable CUSTOMER to integrate SERVICES with other ERP systems.
- 2.3 **Content.** CUSTOMER shall be responsible for all content accessed through the CLOUD SERVICES by the CUSTOMER, and the CUSTOMER’s customers effectuated by **SECTION 4 – DPA for GDPR COMPLIANCE**, as part of the AGREEMENT. CUSTOMER shall be responsible for all legal relationships with third parties (e.g. other suppliers, content providers, certificate providers).
- 2.4 **Documentation.** VURBIS will provide documentation needed by CUSTOMER to use the SERVICE.
- 2.5 **Training.** VURBIS will provide any remote training needed by CUSTOMER to use the SERVICE. See SECTION 3 – SUPPORT AND SERVICE LEVELS for details.



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- 2.6 **Maintenance and Support Services.** VURBIS agrees to provide maintenance and support services for the SERVICES. See SECTION 3 – SUPPORT AND SERVICE LEVELS, for details.

3 OWNERSHIP

- 3.1 **Title.** The PARTIES agree that VURBIS owns all Intellectual Property rights to the SERVICE and Software, including patent, copyright, trade secret, trademark and other proprietary rights, any corrections, bug fixes, enhancements, updates or modifications, including custom modifications, made to the Software.
- 3.2 **Transfers.** Under no circumstances shall CUSTOMER sell, license, publish, display, distribute, or otherwise transfer to a third party the Software or any copy thereof, in whole or in part, without VURBIS' prior written consent.
- 3.3 **Assignment.** The AGREEMENT may be assigned by VURBIS without obtaining the approval of CUSTOMER. The AGREEMENT shall not be assigned by the CUSTOMER without the consent of VURBIS, except in the case of an assignment by the CUSTOMER to an entity which is successor to all the assets, rights and obligations of the CUSTOMER, in which case successor shall be bound hereunder and by the terms of said assignment in the same manner as the CUSTOMER is bound by the AGREEMENT.

4 FEES AND PAYMENTS

- 4.1 **In General.** Fees owed by CUSTOMER for SERVICES provided by VURBIS to the CUSTOMER will be detailed in the AGREEMENT.
- 4.2 **Payment Terms.** Payment terms and due date will be noted on your VURBIS invoice(s). All amounts not paid within 10 days of the due date shall bear interest at the rate of 1.5 percent per month, or at the highest rate allowed by law, whichever is the highest, from the due date until paid. If after the initial fifteen (15) day Grace Period, the CUSTOMER still has not paid the amount due plus any interest, a Denial of Service Notification will be sent to CUSTOMER informing them that access to the SERVICES will be terminated in fifteen (15) days unless payment is received. "FAILURE OF CUSTOMER TO PAY PAST DUE AMOUNTS INCLUDING INTEREST AND RESTORATION FEES AFTER THIS FIFTEEN (15) DAY GRACE PERIOD HAS ENDED SHALL CONSTITUTE SUFFICIENT CAUSE FOR VURBIS TO DENY CUSTOMER ACCESS TO THE SERVICE AND TERMINATE THIS AGREEMENT."
- 4.3 **Denial of Service Notification.** If required, will be sent to the CUSTOMER Admin, via email.
- 4.3.1 In the case where the CUSTOMER has been denied access to the SERVICES due to late payment as described in Sections 4.2 and 4.3 above, the CUSTOMER will be charged a **\$1000** Restoration Fee to re-establish CUSTOMER access to the SERVICES.
- 4.3.2 In case where the AGREEMENT IS TERMINATED due to late payment, as described in Section 4.2 above, a NEW AGREEMENT can be effectuated within a THIRTY (30) period upon receipt of said late payment and Restoration Fee as set forth in Section 4.3, whereas the 15 day grace period is the start date.
- 4.4 **Taxes.** CUSTOMER shall, in addition to the other amounts payable under the AGREEMENT, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by the AGREEMENT.
- 4.5 **Cloud Services Deactivation.** CUSTOMER will provide three months advance notice via email to VURBIS should CUSTOMER require deactivation of a Cloud Service. During the three-month inactive period, VURBIS agrees to maintain the Cloud Service, and CUSTOMER is responsible for any fees related to the Cloud Service. If after the three-month inactive period the Cloud Service is no longer needed, it will be removed from the Vurbis Cloud and no automatic renewal take place.
- 4.6 **Reactivation of Cloud Service** if applicable. If reactivation is required, CUSTOMER will be charged a \$1000 Reactivation Fee. In addition, any annual fees related to the Cloud Service will commence immediately but can be calculated pro-rata against the "paid" renewal fees. Refunds for Cloud Services are only available on pre-payments on the coming renewal, within the three months before renewal date becomes active. After this period we cannot offer refunds.

5 TERM AND TERMINATION

- 5.1 **Initial Term.** Unless otherwise noted in the AGREEMENT, the initial term of the AGREEMENT is three (3) years from the Effective Date. VURBIS agrees that during the initial term, there will be no price increases on the SERVICES provided during this initial term
- 5.2 **Renewal.** Unless otherwise noted in the AGREEMENT, the CUSTOMER can extend beyond the initial term at any time via written notice within three (3) months of Termination Date.



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- 5.2.1 VURBIS agrees to limit price increases to no more than 15% of CUSTOMER's original pricing for CLOUD SERVICES on all renewals.
- 5.3 **Termination.** Unless otherwise noted in the AGREEMENT, either Party may terminate after one (1) year with three (3) months advance written notice.
- 5.4 Unless otherwise noted in the AGREEMENT, if the CUSTOMER neither renews or terminates the AGREEMENT as described in Sections 5.2 or 5.3, the AGREEMENT automatically renews for one (1) year.
- 5.4.1 In the case of material breach, either party may terminate this AGREEMENT with thirty (30) days' notice for the other party's material breach if such material breach is not cured within such thirty (30) day period. "Material breach" shall include, without limitation, non-payment of amounts due from one party to insolvency, bankruptcy, or a general assignment by either party for the benefit of its creditor, or failure of VURBIS to provide the SERVICE and meet support levels as described in SECTION 2 – DESCRIPTION OF SERVICES, and SECTION 3 – SUPPORT AND SERVICE LEVELS
- 5.4.2 Termination notice to VURBIS by CUSTOMER should be a digitally signed PDF document and send to: contracts@vurbis.com
- 5.4.3 **Termination Date.** The Date upon which the Termination is effective is referred to herein as the "Termination Date." Promptly after termination, VURBIS shall: (i) remove CUSTOMER access to the Cloud Service. Promptly after termination, CUSTOMER shall pay any outstanding fees. Parties shall work in good faith to establish interim maintenance and support terms, if required, as well as proper transfer of CUSTOMER data. Section 7, Confidential Information shall survive termination of this AGREEMENT and shall continue in full.

6 ACCESS TO AND OPERATION OF SERVICE

- 6.1 VURBIS shall be responsible for providing the CUSTOMER's users access to and support of the CLOUD SERVICES. See SECTION 2 – DESCRIPTION OF SERVICES, and SECTION 3 – SUPPORT AND SERVICE LEVELS, for details.
- 6.2 VURBIS will be solely responsible for operation of the SERVICE on behalf of the CUSTOMER.

7 CONFIDENTIAL INFORMATION

- 7.1 CUSTOMER agrees that the Software on which the SERVICES are based contains proprietary information, including trade secrets, know-how and confidential information, that is the exclusive property of VURBIS for the period this AGREEMENT is in effect, and at all times before and after its termination, CUSTOMER and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this AGREEMENT. CUSTOMER shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of CUSTOMER without the prior written consent of VURBIS. CUSTOMER is obligated to bind employees and agents that have or will gain access to the Software mentioned in this paragraph by a Non-Disclosure AGREEMENT.
- 7.2 Except as otherwise provided in this AGREEMENT or with the consent of other party, both parties agree that all information including, without limitation, the terms of this AGREEMENT, business and financial information, CUSTOMER and vendor lists, and pricing and sales information, concerning VURBIS or CUSTOMER, respectively, shall remain strictly confidential and shall not be utilized, directly or indirectly, by either party for its own business purposes other than contemplated by this AGREEMENT or for any other purpose except as to information that (i) Was publicly known or made generally available in the public domain prior to the time of exposure, (ii) Becomes publicly known or made generally available to the public through no fault of the receiving party, (iii) Is in the possession of the receiving party, without confidentiality restrictions, at the time of exposure as shown by competent evidence prior to the time of exposure, or (iv) is independently developed by the receiving party.
- 7.3 Notwithstanding anything to the contrary contained herein, VURBIS may, to procure other CUSTOMERS and to generally promote its business, include CUSTOMER name in its CUSTOMER list as well as disclose that CUSTOMER is its CUSTOMER. Beyond using CUSTOMER name, VURBIS shall not disclose any additional information regarding its relationship with CUSTOMER without prior consent from CUSTOMER.



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- 7.4 Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process.
- 7.5 Unless as otherwise permitted under this AGREEMENT or another written AGREEMENT between CUSTOMER and VURBIS, CUSTOMER shall not under any circumstances attempt, or knowingly permit others to attempt, to decompile, decipher, disassemble, reverse engineer or otherwise determine the source code for the SERVICES.
- 7.6 Notification of Security Breach. CUSTOMER agrees to notify VURBIS promptly in the event of any breach of its security under conditions in which it would appear that the trade secrets contained in the SERVICES were prejudiced or exposed to loss. VURBIS agrees to promptly notify CUSTOMER in the event that CUSTOMER is subject to, or believes it may have been subject to, a security breach which would have permitted VURBIS personnel or a third party to access any CUSTOMER Data. Each party shall, upon request of VURBIS other party and at its own expense take all other reasonable steps necessary to recover any compromised trade secrets or CUSTOMER Data disclosed to or placed in the possession of the CUSTOMER by virtue of this AGREEMENT.

8 REPRESENTATIONS AND WARRANTIES

Both VURBIS and CUSTOMER (collectively referred as "Parties") hereby represent and warrant as follows:

- 8.1 Parties are duly organized and are duly authorized to execute and deliver this AGREEMENT and to perform each of their respective obligations hereunder.
- 8.2 This AGREEMENT is a legal and valid obligation binding upon Parties and enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium, and similar laws and to general principles of equity which are within the discretion of courts of the applicable jurisdiction.
- 8.3 The execution, delivery, and performance by Parties of this AGREEMENT and the consummation by Parties of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate;
- 8.3.1 any provision of law, rule, or regulation to which Parties are subject,
 - 8.3.2 any order, judgment, or decree applicable to Parties or binding upon Parties' assets or properties,
 - 8.3.3 any provision of Parties by-laws or certificate of incorporation,
 - 8.3.4 any AGREEMENT or other instrument applicable to Parties or binding upon Parties' assets or properties, or
 - 8.3.5 any previous AGREEMENT between Parties and any third party.
- 8.4 Each individual party is the sole and exclusive owner of any trademarks, trade name service marks, logos or copyrighted material provided to the other Party.
- 8.5 Parties will not enter into any other AGREEMENT or assume any obligation or restriction, which would be inconsistent with the exercise of rights granted to Parties herein.
- 8.6 No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by Parties in connection with the execution, delivery, and performance of this AGREEMENT or the taking by Parties of any other action contemplated hereby.
- 8.7 Notwithstanding any other term in this AGREEMENT, VURBIS makes no representation or warranty as to the functionality, stability or of the performance of the VURBIS Software. VURBIS makes no representation that the operation of software will be uninterrupted or error free, and VURBIS will not be liable for the consequences of any interruptions or errors. Further, both parties acknowledge that the Software is capable of retrieving material from the Internet, which CUSTOMER may deem offensive or objectionable and that neither party shall have any liability to the other party or others for any such content retrieved through the use of the Software.
- 8.8 VURBIS warrants that it has the right to authorize the use of the Software. If VURBIS's authorization of CUSTOMER use of the Software shall be invalid, VURBIS' sole obligation under this warranty shall be to refund the amount paid for unused services by the CUSTOMER. VURBIS shall have no other liability to CUSTOMER or any other person because of the failure of such Software to perform or the ineffectiveness of such authorization for any reason.



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- 8.9 OTHER THAN THE FOREGOING WARRANTIES, THE SOFTWARE IS PROVIDED “AS IS.” VURBIS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, MERCHANTABILITY FOR COMPUTER PROGRAMS, AND INFORMATIONAL CONTENT.

9 INFRINGEMENT INDEMNITY

In the event that any Software as provided by VURBIS to CUSTOMER under this AGREEMENT is accused of infringing the intellectual property rights in a claim or cause of action by a third party and CUSTOMER promptly provides notice that it seeks VURBIS's indemnification, VURBIS shall indemnify CUSTOMER in respect of such claim or cause of action as follows: i) VURBIS may defend CUSTOMER against any legal action accusing infringement of such intellectual property rights, or ii) VURBIS may obtain appropriate licenses under such intellectual property rights. If VURBIS opts to defend, VURBIS shall pay all damages or settlements and control the legal defence to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and CUSTOMER shall, at VURBIS's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by CUSTOMER), provide all commercially reasonable assistance requested by VURBIS. VURBIS's maximum cumulative liability to CUSTOMER under this Section shall not exceed \$10,000.

10 INDEMNIFICATION AND LIMITATION OF LIABILITY

In the event that either Party breaches any representation, warranty, covenant or AGREEMENT in this AGREEMENT, the breaching Party agrees to indemnify the other Party, its affiliates, together with their respective directors, officers, employees, managers, agents, and advisors (“Indemnified Parties”), and hold them harmless from, against and with respect to any and all direct and actual losses arising out of such breach of any representation, warranty, covenant or AGREEMENT.

Except for the failure to comply with the Infringement Indemnity provisions contained in section 9 in this AGREEMENT: (A) IN NO EVENT SHALL VURBIS BE LIABLE TO CUSTOMER FOR A MONETARY AMOUNT GREATER THAN THE TOTAL AMOUNTS PAID TO DATE PURSUANT TO THIS AGREEMENT, AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 DISPUTE RESOLUTION

In case of any disputes under this AGREEMENT, the parties shall first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of a formal proceeding. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by for the USA and Canada customers by the American Arbitration Association New York under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Customers other than USA or Canada shall be submitted to the jurisdiction of the court Zeeland – West Brabant in The Netherlands.

- 11.1 CUSTOMER has independently evaluated the desirability to participate as a VURBIS CUSTOMER and is not relying on any representation, guarantee, or statement other than as set forth in this AGREEMENT.
- 11.2 In the event any provision of this AGREEMENT is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this AGREEMENT will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this AGREEMENT, they will begin negotiations for a replacement provision.
- 11.3 If either party is prevented from performing any of its obligations under this AGREEMENT due to a “force majeure event” the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this AGREEMENT.

These General Terms & Conditions shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the party drafting this Agreement in construing or interpreting the provisions hereof. Except as provided herein, the rights and



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remedies of the parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity. These Terms & Conditions shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives, heirs and assigns. Each party shall comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.



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SECTION 2 - DESCRIPTION OF SERVICE

- 1 **General:** CUSTOMER has rights to use the SERVICES below in accordance with the AGREEMENT, for so long as CUSTOMER is current in the payment of fees to VURBIS as set forth in the AGREEMENT.
- 2 **SERVICE Features**
 - 2.1 **VURBIS PUNCHOUT PLUGIN™ / VURBIS CLOUD**

General Description. The Vurbis PunchOut Plugin makes your web store platform “PunchOut-Ready” and able to integrate with any e-procurement or ERP system (Coupa, Ariba, SAP, Jaggaer, etc.) without modifications. Installed in minutes, the PunchOut Plugin recognizes PunchOut requests from e-procurement / ERP customers (but ignores direct web requests to shop), then calls the Vurbis Cloud, where your customer’s specific PunchOut requirements, or “profile,” are stored, to manage the PunchOut session with your web store.
 - 2.2 Key components of this SERVICE are below:
 - 2.2.1 PunchOut Plugin is a platform-certified, non-invasive extension (aka Plugin) that’s certified to be fully compatible with your web store platform (Magento, Woo, Shopify, Oro, etc.) The PunchOut Plugin can support unlimited customer PunchOut connections.
 - 2.2.2 Buyer Profilers are stored in the Vurbis Cloud and contain the specific PunchOut requirements of each buying organizations “Punching Out” to your web store. A separate, dedicated Buyer Profiler is required for each buying organization
 - 2.2.3 Auto Login URL PunchOut requires a URL where the request for PunchOut is sent. This URL is pointing to your web store.
 - 2.2.4 **Standard PunchOut Transactions (Autologin and Cart Transfer)**
 - 2.2.4.1 PunchOut Setup Request (POSR) The VURBIS PunchOut Plugin processes this request and returns the expected response for your web store to the e-procurement / ERP system
 - 2.2.4.2 PunchOut Order Message (POOM) after shopping and adding the products or services to the web store shopping cart, it is converted to the format expected by the e-procurement / ERP system (cXML or OCI for 90% of PunchOut implementations) by the SERVICE, sent back to, then added to the e-procurement / ERP system shopping cart.
 - 2.2.5 **Optional PunchOut Transactions (Purchase Order, ASN, e-Invoice, etc.)**
 - 2.2.5.1 PunchOut Order Request (POOR) when the e-procurement / ERP shopping cart is approved, a cXML Purchase Order is sent to your web store. The SERVICE processes this request and creates the required response back to the e-procurement / ERP system.
 - 2.2.6 *Additional transactions such as Advanced Ship Notice, Purchase Order Change, Draft Cart, e-Quote, e-invoice among others can be supported by the SERVICE based on need and / or web store capability.*
 - 2.2.7 PO Flip is based up on the cXML order received. No interaction between external systems or price and quantity changes are allowed. Output is the cXML eInvoice.
 - 2.2.8 Non-backed invoices can be processed if required.
 - 2.3 **Value-Added PunchOut Features and Functionality**
 - 2.3.1 Frontpage Modifier is a special module that offers the ability to change interfaces on your web store specific to each buying organization. You can change buttons, logo’s, etc. Non-invasive and managed by CSS, JavaScript and/or class definition in the stylesheet.
 - 2.3.1.1 Mappers can be assigned to the process to convert Data Formats real time to append or change data, avoiding the need to change the data structure of the web store.
 - 2.3.1.2 Validations and Notifications Default Validations and notifications include:
 - 2.3.1.2.1 Usage of the same PO numbers
 - 2.3.1.2.2 Removal of cart line items
 - 2.3.1.2.3 Reordering of previous cart quotes
 - 2.3.1.2.4 Quantity changes between quoted and order item quantity
 - 2.3.2 Dashboard shows statistics and gives access to roundtrip testing and settings. Training is required.
 - 2.3.3 Advanced routes are used to redirect the incoming order to an external resource and are different from the global supplier setting. Setting exist on a per organization basis.



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- 2.3.4 Event driven actions enables you to take action on an event taken place in the SERVICE (e.g. “on create order” transfer to FTP location)
- 2.3.5 Advanced eCommerce Actions are used in the following cases:
- 2.3.5.1 *out-of-stock, if products became disabled after the cart was already sent to eProcurement, then this process enables the product only for this transaction. Stock is increased for the quantity requested in the order, after order creation the stock is back to the quantity before the transaction and the product is disabled again if needed.*
- 2.3.5.2 *shipping, processing shipping cost and working together with shipping modules may require custom actions and integration, mapping. They can be added to the cXML messaging but need to be defined before the project starts.*
- 2.3.5.3 *tax is related to shipping and shipping methods. They can be added to the cXML messaging but need to be defined before the project starts.*
- 2.3.5.4 *special attributes can be added up on request and often are defined in the Extrinsic Values.*
- 2.4 **VURBIS WEB API AGENTS / VURBIS CLOUD**
General description. Web API Agents are used to connect to external systems (Outbound) or to be called upon from external systems (Inbound) including but not limited to; ERP systems, Financial Management Systems, e-Invoicing Portals, EDI Portals. For each data format, protocol, and Inbound or Outbound system, a single dedicated Web API Agent is required. Some examples of features are available in Web API Agents are listee below:
- 2.4.1 Advanced Workflow: Routes withing each store or organization a specific target or source can be defined for sending and collect data and files.
- 2.4.2 Monitoring using the event feature in the store, certain events can start follow up events.
- 2.4.3 Data Reformatting the agent can communicate and transfer over TCP/IP. If special ports or certificates are required, Vurbis should be notified upfront. The formats are XLSX, CSV, CXML, JSON, XML.
- 2.4.4 Webhooks that can be activated manually, by events or via other Webhooks.
- 2.4.5 Mappers can be assigned to a process to convert Data Formats.
- 2.5 **VURBIS B2B WEB STORE (COMMERCE LIGHT EDITION)** General Features and Limitations.
- 2.5.1 PunchOut Plugin: the B2B Web store is Punchout-ready
- 2.5.2 Featured Products are products shown on the home page. The number of products are limited by design or device.
- 2.5.3 Language Support¹ according i18n is available in API Feed Agent interfaces and in the shop configuration. A backend interface is accessible via the Backend login. The default language is English and in the Vurbis Shop Light Edition limited to one (1) extra language.
- 2.5.4 Product Variants are used to set specific pricing based on selected attributes displayed at product details page. The number of variants are unlimited. (E.g. a t-shirt with the colour=red and size=L)
- 2.5.5 Currencies¹ are ISO 94217 3 letter format. There is only 1 currency allowed.
- 2.5.6 Checkout Strategy Single address and optional details or multiple addresses and optional details per order and where to present the “special checkout button for Punchout”. This can be enabled disabled per organization.
- 2.5.7 Data modifier allow shop owner to create unlimited modifiers that can convert data into other values based upon a single or a set of conditions. Modifiers can be set per customer / organization group (E.g. product with sku=93847389, price * 0.90)
- 2.5.8 Category / Product Visibility can be set per customer group or organization, and works for filters, searches and tree-view.
- 2.5.9 Filters per Category ability to enable or disable product attributes to be filtered upon per category.
- 2.5.10 Advanced Search on request can be enabled. However the interface is set up most efficient using search and filters.
- 2.5.11 Product Request customers can place a product request through a form on the frontend. Get email notification and review in the backend at main catalog level.
- 2.5.12 Built in Mappers are base structures to construct dataflows in the following different areas (limitations noted):
-



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- 2.5.12.1 Email mappers are used to map available object fields to email templates which are used for notifications by email. In the Vurbis Shop Light Edition limited to max three (3) mappers. (see Section 2.1.13)
- 2.5.12.2 Order Mapper Enables a frontend export of orders. In the Vurbis Shop Light Edition limited to max one (1) mapper.
- 2.5.12.3 Product Mapper enables product import and automatically creates variants, categories. In the Vurbis Shop Light Edition limited to max one (1) mapper.
- 2.5.12.4 Invoice Mapper¹ enables frontend export of invoices. In the Vurbis Shop Light Edition limited to max one (1) mapper.
- 2.5.12.5 Internationalization Mapper¹ export and import of language files. In the Vurbis Shop Light Edition limited to max one (1) mapper. (please note Section 2.1.2).
- 2.5.12.6 Address Mapper¹ enables the import of an existing address book. In the Vurbis Shop Light Edition limited to max one (1) mapper.
- 2.5.13 Product Creation Template helps the administrator to quickly insert a product in a more user friendly way. The store owner can create unlimited product creation templates. If assistance of Vurbis support is required, please consult Exhibit C – Maintenance and Support for pricing.
- 2.5.14 Email Templates can be created for On-Credit, Consumer and/or Punchout organizations. Default templates will be there per mentioned section. If assistance of Vurbis support is required, please consult Exhibit C – Maintenance and Support for pricing.
- 2.5.15 Product Images and synchronisation is often a separate process and storage (E.g. CDN). It may require an API Feed Agent and Content Hosting (CDN).
- 2.5.16 Base Customer groups unlimited definitions of groups of customers, not to be mixed up with organisations.
- 2.5.17 Accounts you can create or import customer accounts. In the Vurbis Shop Light Edition limited to a maximum of fifteen thousand (15000).
- 2.5.18 Interface Changes per Group enables shop owners to alter the main shop interface per group by using CSS and JS.
- 2.5.19 Basic Chat Function Customers can open a global chat and leave a message to the shop owner which can read these messages from the Backend login.
- 2.5.20 Shop Events Based upon an event (E.g. Order creation) an event can be executed (E.g. Creation of shop internal events like create invoice or email confirmation)
- 2.5.21 Invoice from shop order An invoice from an shop order can be created using the template mechanism.
- 2.5.22 Smart Organizations have the ability to enable a catalog and other advanced features like frontend admin accounts and shared order overview per buying organization. In the Vurbis Shop Light Edition this is limited to max three (3) organizations.
- 2.5.23 Admin Accounts are able to access the backend of the Vurbis Cloud Technology. In the Vurbis Shop Light Edition this is limited to one (1) account.

- 2.6 **VURBIS B2B WEB STORE (COMMERCE ENTERPRISE AND COMMERCE 360 EDITIONS)** General Features, and includes all general features in the Commerce Light Edition.
 - 2.6.1 Language Support according i18n is available in API Feed Agents interfaces and in the shop configuration. A backend interface is accessible via the Backend login. The default language is English, but unlimited languages can be added.
 - 2.6.2 Currencies are ISO 94217) 3 letter format. All currencies are possible. Note that some currencies are not part of any external update or conversion table and need to be administered manually. Conversion accuracy is a CUSTOMER'S responsibility.
 - 2.6.3 Searchable Attributes advanced search capabilities for attribute values, these are unlimited however keep it smart for the user and do not overload them with results.
 - 2.6.4 Volume Pricing Modifier Specify a volume discount, per customer or organization group, based on a set of conditions.
 - 2.6.5 Time Related Modifier Enable a specific modifier, per customer or organization group, to take effect for a time and/or date range.
 - 2.6.6 Modifier Priority Specify the order in which modifiers are applied.
 - 2.6.7 PunchOut Enabled gives the shop the functionality to support OCI and cXML capabilities.



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- 2.6.8 Built in Mappers are base structures to construct dataflows in the following different areas (no limitations where noted):
 - 2.6.8.1 Email mappers are used to map available field to email templates which are used for notifications by email. An unlimited number of Email mappers are allowed.
 - 2.6.8.2 Order Mapper Enables an unlimited number of mappers for frontend export of orders.
 - 2.6.8.3 Product Mapper enables product import and automatically create variants, categories.
 - 2.6.8.4 Invoice Mapper enables frontend export of invoices. Unlimited mappers allowed.
 - 2.6.8.5 Internationalization Mapper export and import of language files. Unlimited mappers allowed.
 - 2.6.8.6 Address Mapper enables the import of an existing address book. Unlimited mappers allowed.
- 2.6.9 Organization Customer Group used to define modifiers at customer groups within the organization environment. Used for PunchOut and invoicing functionalities and allows for advanced features such as frontend admin, shared order overview and activating or deactivating different catalogs.
- 2.6.10 Subject related chat functionality Customers can open a chat and leave a message to the shop owner which can read these messages from the Backend login. These are linked to the screen where the chat is opened. (E.g. order item, invoice item, claim or general).
- 2.6.11 Accounts you can create or import customer accounts (limited to a maximum of five hundred thousand (500,000) accounts for Commerce Enterprise, 1.5M accounts for Commerce 360)
- 2.6.12 Advanced Account Settings:
 - 2.6.12.1 Cost Centers assign one or more cost center in the account settings. These are used in the shopping cart for customer to choose from.
 - 2.6.12.2 Order visibility enable or disable order visibility for the account in the frontend.
 - 2.6.12.3 Frontend Admin enables an admin account to overview all orders within his organization.
 - 2.6.12.4 Anonymize Orders hides any and all contact and shipping related parameters from an order.
- 2.6.13 Catalog Visibility per Group enable or disable an entire catalog for a specific group.
- 2.6.14 Subject Related Chat enables the frontend customer to assign a chat subject in relation to the object he is viewing. (Eg. an invoice or an order, claim etc). These can be tracked and are visible in the backend for the Shop Owner.
- 2.6.15 Shop Defined Events give the shop owner the ability to define an action based upon an event.
- 2.6.16 Fulfilment Features (Commerce 360 only) define the process that take place after an order is placed and are managed completely or partial within the Vurbis Cloud Technologies or use third party API Feed Agents. Key focus on the below processes are per order line. The processes are:
 - 2.6.16.1 Purchasing Orders received within the shop are transferred to the purchase module. In this module purchases can be tracked on pending, completed (which means the product is ordered with the supplier)
 - 2.6.16.2 Receipts When products are delivered, the received quantity is booked against the order line expected delivered quantity.
 - 2.6.16.3 Order Picking Based on stock levels and status an Order Picking and shipping request status can be assigned. This can be used to create the effective shipments.
 - 2.6.16.4 Shipments Once a shipment is registered the additional information can be added to the shipment like track and trace and quantity sent.
- 2.6.17 Smart Organizations an unlimited amount of smart organizations can be created.
- 2.6.18 Web Hooks organize event driven actions per organization. One event can have different actions with each organization to external sources like Emails, API communications, External URL (webhook) or FTP.
- 2.6.19 Admin Accounts are able to access the backend of the Vurbis Cloud Technology (limited to fifteen (15) accounts).
- 2.6.20 Authorization Assign authorization levels per admin account.



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3 Onboarding (PunchOut Plugin Only, onboarding for all other SERVICES is project-specific)

To prepare for onboarding, your VURBIS representative will provide you with an Onboarding Prep Questionnaire. This questionnaire provides VURBIS with the required information regarding your web store requirements and environment, and your CUSTOMER's expectations.

Please complete the questionnaire and return it to your VURBIS representative at your earliest convenience.

- 3.1 **Special Notices** depending on the scale and scope with which you will be using the VURBIS Cloud Technology it is required to consider the following:
- 3.1.1 Territory for this service is restricted to: **Country of Billing Address**
 - 3.1.2 Languages for these services are: **English unless other mentioned in order.**
 - 3.1.3 Currencies for these services are: **US Dollars**
 - 3.1.4 Assign a CUSTOMER admin that has access to a Knowledgeable Technician.
 - 3.1.5 Progress Stagnation due to 3rd parties that have no consultant available in the agreed schedule in Section 4 required to reschedule with commitment from all parties involved before VURBIS staff can continue. If the delay is beyond 1 ½ month of the scheduled production date, VURBIS may charge extra cost accordingly.
 - 3.1.6 eCommerce ready means that the target website is able to function with all ordering processes, checkout processes and product parameters in place During the installation and configuration of VURBIS Cloud Technologies, no network and code changes are applied to the source where VURBIS was assigned to work on. In no case the target website should be in the test phase and Staging should present the same modules and techniques as Live. If VURBIS is required to adjust configurations extra charges may apply.
 - 3.1.7 eCommerce custom developments active in the customer website environment shall be designed and constructed according the coding standards as provided by the platform. If changes or adjustment must be assisted by VURBIS, additional cost may be charged upon mutual agreement.

4 Schedule (PunchOut Plugin Only, schedule for all other SERVICES is project-specific)

Project schedule is based on VURBIS' current CUSTOMER implementation volume and is subject to change. All timeframes below are estimates. Please assume some scheduling impact caused by unforeseen e-commerce platform issues, buyer-side secure access issues, supplier network issues, and specifically for Steps 6 through 10, availability of buyer-side PunchOut technicians and testing environments.

Step	Day	Deliverable
1	Pre-Sales	<u>Pre-Implementation Information Requirements Verified</u>
		(Step 2 cannot start until the data collected in Step 1 is verified by VURBIS as complete)
2	1-5	<u>Web Store Assessment and Preparation</u>
		(Step 3 cannot start until the Web Store is considered "Ecommerce ready" by VURBIS)
3	6-10	<u>Plugin Installation and Testing</u>
		(Step 4 cannot start until the Plugin is operating error-free in the VURBIS Simulator)
4 & 5	11-15	<u>Buyer Profiler Creation, Internal Test</u>
		(Step 6 cannot start until PunchOut transactions are executed error-free)
6,7 & 8	16-30	<u>Alpha Testing, Beta Testing, Go Live</u>
		(Step 9 cannot start until PunchOut transactions are executed error-free)
9 & 10	30+	<u>Monitoring, Training (if applicable)</u>



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5 DeCharge / Go Live

5.1 CUSTOMER Service

Upon initial installation and configuration direct phone and email support will be available until the production environment is deemed fully operational. Post "Go Live", CUSTOMER support will be delivered via our ServiceDesk <https://vurbis.atlassian.net/servicedesk/> according the SLA 1 definition as mentioned in Section 3.

Vurbis offers the services via <https://vurbis.atlassian.net/servicedesk/>. Towards the definition of tickets

Vurbis offers:

- a) **Incident** – which is breakdown of services caused by the Vurbis platform modules.
- b) **Technical Support** – Undefined issues where Vurbis is asked to assist to analyse and recover, assist and communicate with all parties involved in the transaction flow.
- c) **Change Request / Feature Request** – a change in the format or additional functionality that need to be added will ask the customer to approve additional cost using the ticket system. Only on mutual agreement on budget and planning the task will be executed by our team.
- d) **License and Billing** – section with questions related to a invoices, license, contract or legal.

An incoming ticket will be read and moved into one of the above categories according the active SLA levels. (see section 3.



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SECTION 3 – SUPPORT AND SERVICE LEVELS

1 General:

As CUSTOMER of VURBIS, has rights to the following for so long as CUSTOMER is current in the payment of fees to VURBIS set forth in the AGREEMENT **Support Services:** VURBIS Support Services is available to CUSTOMER's in-house help desk, administrators, or other designees, by default **SLA 1**, email and servicedesk website, or other designated means, from **9:00 a.m. to 6:00 p.m., Eastern Standard US Time**, and from **9:00 a.m. to 5:00 p.m., Central European Time**. Monday through Friday, excluding VURBIS observed holidays, unless otherwise specified. Support and Services are delivered in two (2) stages:

- 1.1.1 (a) Onboarding Support: By phone and email during the configuration and connection to the end-point of the services, up to "Decharge" after "Go-Live". These services are monitored and registered using our ticketing system, including:
 - 1.1.2 clarification of functions and features of the SERVICE
 - 1.1.3 clarification of the Documentation
 - 1.1.4 guidance in the operation of the SERVICE
- 1.1.5 (b) On-Going Support: VURBIS will provide the CUSTOMER assistance according the type of SLA which is SLA 1 by default and by telephone or internet or otherwise with respect to the Cloud Service Technology, including:
 - 1.1.6 error verification, analysis and correction. All errors must be related to a perceived or identified error in the SERVICE attributable to VURBIS and not previously identified attributable to VURBIS shall be those that are reproducible on an unmodified and supported version of the SERVICES. Help Desk will support incoming support calls from the CUSTOMER described below:
- 1.2 A CUSTOMER Admin and/or CUSTOMER Help Desk representative can contact VURBIS's Help Desk at the <https://vurbis.atlassian.net/servicedesk/>
- 1.3 A VURBIS Service Desk Representative will classify the type of request and log a Help Desk Ticket in VURBIS's Service Desk application. The classifications can be:
 - a. **Incident** – which is breakdown of services caused by the Vurbis platform modules.
 - b. **Technical Support** – Undefined issues where Vurbis is asked to assist to analyse and recover, assist and communicate with all parties involved in the transaction flow.
 - c. **Change Request / Feature Request** – a change in the format or additional functionality that need to be added will ask the customer to approve additional cost using the ticket system. Only on mutual agreement on budget and planning the task will be executed by our team.
 - d. **License and Billing** – section with questions related to a invoices, license, contract or legal.
- 1.4 Upon notification of the incident, VURBIS will classify the issue, respond and begin correction efforts immediately to supply a reasonable correction or work-around solution as soon as possible (see chart below for tiers, resolutions goals and other details based on the SLA 1 default scheme)
- 1.5 VURBIS will assemble the appropriate personnel to analyse the situation, identify potential solutions and determine the best action plan.
- 1.6 The CUSTOMER may be required to participate in this process when necessary and provide VURBIS with additional documentation and examples to assist in resolving the issue.
- 1.7 A VURBIS representative will keep CUSTOMER informed on a daily basis of the status and progress of any open help desk call except when depending on relies from third parties.

Tier Level	Resolution Goal	Resolved By	Level of Issue / Problem
Level 1 Resolution	4 Hours	VURBIS Help Desk	High ~ Critical Failure of Service / Functionality / Agent Maintenance / or
Level 2 Resolution	1 to 3 Days	CUSTOMER Help Desk or VURBIS	Medium ~ Non-Critical Functionality Error / Unexpected Result or Elevation of Level 3
Level 3 Resolution	1 to 5 Days	CUSTOMER Admin	Low ~ Non Critical Business Level Administrative or Setup Error / New Agent
Functionality Tier	Next Release	VURBIS Help Desk	Functionality ~ Non-Standard Requests / Product Enhancement Suggestions



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- 1.8 VURBIS's Web API Agent / PunchOut Plugin Maintenance services correct and/or update agents / plugin based on a supplier site alteration or changes to CUSTOMER business rules. Maintenance is coordinated by CUSTOMER Administrator as a "Level 1" Issue with update files returned to the CUSTOMER typically within twenty-four (24) hours. As a value-added service, VURBIS concurrently monitors supplier site changes requiring agent / plugin modification, prior to being notified by the CUSTOMER. In such cases VURBIS will notify the CUSTOMER Administrator or Help Desk, make the appropriate alterations to the Agent and deliver the updated agent / plugin to the CUSTOMER as applicable.
- 1.9 Reporting Non-VURBIS Errors to CUSTOMER, Upon working the Service Request in normal processes and with appropriate management review, if at that point VURBIS believes that a problem reported by CUSTOMER may not be due to an error in the SERVICE, VURBIS will so notify CUSTOMER. At that time, CUSTOMER may (1) instruct VURBIS to proceed with problem determination at its possible expense or (2) instruct VURBIS that CUSTOMER does not wish the problem pursued at its possible expense. If CUSTOMER requests that VURBIS proceed with problem determination at its possible expense and VURBIS determines that the error was not due to the error in the SERVICE, CUSTOMER shall pay VURBIS, at the VURBIS Professional Services Rate noted in your AGREEMENT for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. CUSTOMER shall not be liable for:
- 1.9.1 Problem determination or repair to the extent problems are due to anomalies in the SERVICE
- 1.9.2 Work performed after CUSTOMER has notified VURBIS by ticket that it no longer wishes problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by VURBIS). If CUSTOMER instructs VURBIS that it does not wish the problem pursued at its possible expense or such determination requires effort in excess of CUSTOMER instructions, VURBIS may, at its sole discretion, investigate the anomaly with no liability, therefore.

2 Causes which are not attributable to VURBIS:

The Professional Service Rate noted in your AGREEMENT will be charged for support issues which are not attributable to VURBIS. Causes which are not attributable to VURBIS include but are not limited to:

- a. accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by VURBIS; excessive heating; fire and smoke damage; operation of the SERVICE with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;
- b. improper installation by CUSTOMER or use of the SERVICE that deviates from any operating procedures established by VURBIS in the applicable documentation.
- c. modification, customization, alteration or addition or attempted modification, customization, alteration of, or addition to the SERVICE undertaken by CUSTOMER or a third party on behalf of CUSTOMER.
- d. connection to third party software programs made by CUSTOMER or other parties that do not follow the technical guidelines provided by the third-party official documentation.
- e. network, caching or security limitations or misconfiguration on the CUSTOMER servers, applications and/or network or CUSTOMER's customer (e.g. buying organization);
- f. changes in or between the by the CUSTOMER or CUSTOMER's customer (e.g. buying organization); expected and already in delivered data-structures that result in changes in Logins, Mappers or Modifiers or Data Formats (EDI, CSV, Json, cXML, OCI) in general.

3 Responsibilities of CUSTOMER:

VURBIS's provision of Support to CUSTOMER is subject to the following:

- a. CUSTOMER shall provide VURBIS with necessary access to CUSTOMER's personnel and its equipment during Service Hours. On request of VURBIS CUSTOMER will give VURBIS access includes the ability to login to the equipment on which the SERVICE IS operating and may also include the ability to obtain the same access to the equipment as those of CUSTOMER's employees having the highest privilege or clearance level. VURBIS shall at all times be bound by the Confidentiality provisions of these Terms of Service, and the AGREEMENT and will only disclose information within VURBIS to those individuals who need to know in order to assist in solving CUSTOMER's problem. VURBIS will inform CUSTOMER about the specifications needed, and CUSTOMER will be responsible for any associated costs incurred by VURBIS.



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- b. CUSTOMER shall provide supervision, control and management in use of the SERVICE. In addition, CUSTOMER shall implement procedures for the protection of information in the event of errors or malfunction of the SERVICE;
- c. CUSTOMER shall document and promptly report all detected errors or malfunctions of the SERVICE to VURBIS. CUSTOMER shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from VURBIS;
- d. CUSTOMER shall maintain a current backup copy of all applicable programs and data;
- e. CUSTOMER shall promptly train its personnel in the SERVICE where applicable;
- f. CUSTOMER will provide VURBIS with necessary access to CUSTOMER's personnel and its equipment after normal Service Hours for the purpose of providing Critical Incident Support.
- g. CUSTOMER will provide VURBIS with a staging environment to install Plugins and API Feed Agents, or connect the Plugin and API Agents to. A STAGING ENVIRONMENT HAS ALL THE SAME COMPONENTS AND OBJECTS AS THE LIVE ENVIRONMENT (ALSO REFERED TO AS ACCEPTANCE).

4 Service Levels

Service Levels are managed by VURBIS. We offer a comprehensive set of measurements to ensure our service availability commitment is guaranteed at 99.9% uptime in any given calendar month, excluding unscheduled downtime associated with force majeure such as third-party unscheduled downtime ("Service Level Commitment".) VURBIS reserves the right to schedule downtime for infrastructural changes/upgrades between **Saturday 6:00 pm EST and Sunday 9:00 am EST** and from **9:00 a.m. to 5:00 p.m., Central European Time**. CUSTOMERS will be notified at minimum three (3) days prior.

The Service Level (**SLA 1 – Default**) Commitment is built upon a platform that is designed to deliver high availability and ensures the following:

- a) The VURBIS Cloud environment (data, software, etc.) is backed up daily
- b) 24/7 availability of the network which accesses the VURBIS Cloud server environment.
- c) 24/7 availability of the VURBIS Cloud server infrastructure platform.
- d) 24/7 availability of the VURBIS Cloud server in general.
- e) 24/7 availability of the associated servers (web services, database servers.)

5 Hosting, Continuity and Security

The VURBIS Cloud is hosted on the Google Cloud Platform. Google platform security infrastructure, procedures and processes are described here <https://cloud.google.com/security/>. Highlights include:

- a) Automatic scaling of physical nodes and automated addition of new nodes if the need for additional processing power arises based on performance feedback from monitoring systems.
- b) Auto-managed container clusters ensure zero downtime in the case of hardware failure
- c) Application clusters can be placed in any Google location in Europe and the US.
- d) HA (high availability), automatic backups and automatic failover via Google Cloud SQL; all data is automatically encrypted and SSAE 16, ISO 27001, PCI DSS v3.0, and HIPAA compliant.
- e) Centralized "pods" (units that hosts application logs); "snapshots" of attachable disks that are attached to pods to host persistent data are taken every 6 hours.
- f) Continuity in accordance with the GDPR guidelines.
- g) CUSTOMER may require CDN for fast product image delivery. Pricing will be provided in the AGREEMENT.



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SECTION 4 – DPA for GDPR COMPLIANCE

Based on the General Data Protection Regulation (GDPR) and European Commission Decision 2010/87/EU - Standard Contractual Clauses (Processors)

This Data Processing Addendum (“DPA”) is considered an Addendum to the AGREEMENT between VURBIS (as the Data Importer) and CUSTOMER (as the Data Exporter) for online identity-as-a-service and access management services (including related Vurbis offline or mobile components) as it relates to the CUSTOMER’s use of the SERVICE while processing Personal Data, if applicable. CUSTOMER enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and also on behalf of its Authorized Affiliates. In providing the SERVICE to the CUSTOMER pursuant to these Terms of Service and the AGREEMENT, Vurbis may process Personal Data on behalf of Customer, and the parties agree to comply with the following provisions with respect to any Personal Data.

DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer entity signing this Agreement, or with Vurbis, as the case may be. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Authorized Affiliate” means any of Customer’s Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Service pursuant to the Agreement between Customer and Vurbis, but has not signed its own Order Form with Vurbis and is not a “Customer” as defined under the Agreement.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Customer Data” means all electronic data submitted by or on behalf of Customer, or an Authorized Affiliate, to the Service.

“Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

“Processing” (including its root word, “Process”) means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Vurbis” means the Vurbis entity which is a party to this DPA, as specified in the section

“Application of this DPA” above, being Vurbis, a company incorporated in The Netherlands and its primary address as Amerikastraat 3c, Den Bosch, or an Affiliate of Vurbis, as applicable.

“Vurbis Group” means Vurbis and its Affiliates engaged in the Processing of Personal Data.

“Standard Contractual Clauses” means the agreement executed by and between Customer and



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Vurbis and included herein, pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Processor engaged by Vurbis or a member of the Vurbis Group.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

DPA TERMS

- 1. Provision of the Service.** Vurbis provides the Service to Customer under the Agreement. In connection with the Service, the parties anticipate that Vurbis may Process Customer Data that contains Personal Data relating to Data Subjects.
- 2. The Parties' Roles.** The parties agree that with regard to the Processing of Personal Data, Customer is the Controller, Vurbis is the Processor, and that Vurbis or members of the Vurbis Group will engage Sub-processors pursuant to the requirements of this DPA.
- 3. Customer Responsibilities.** Customer shall, in its use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 4. Processing Purposes.** Vurbis shall keep Personal Data confidential and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Service; and (iii) Processing to comply with other documented, reasonable instructions provided by Customer (for example, via email) where such instructions are consistent with the terms of the Agreement. Vurbis shall not be required to comply with or observe Customer's instructions if such instructions would violate the GDPR or other EU law or EU member state data protection provisions.
- 5. Scope of Processing.** The subject-matter of Processing of Personal Data by Vurbis is the performance of the Service pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Appendix 1 to this DPA.
- 6. Data Subject Requests.** To the extent legally permitted, Vurbis shall promptly notify Customer if it receives a request from an EEA Data Subject for access to, correction, amendment or deletion of that person's Personal Data. Vurbis shall not respond to any such EEA Data Subject request without Customer's prior written consent except to confirm that the request relates to Customer. Vurbis shall provide Customer with commercially-reasonable cooperation and assistance in relation to handling an EEA Data Subject's request for access to that person's Personal Data. To the extent Customer, in its use of the Service, does not have the ability to correct, block or delete Personal Data, as required by the Standard Contractual Clauses, Vurbis shall comply with any commercially-reasonable request by Customer to facilitate such actions to the extent Vurbis is legally permitted to do so. Customer shall be responsible for any costs arising from Vurbis's provision of such assistance.
- 7. Post-GDPR Data Subject Requests.** Effective from 25 May 2018, the following wording will replace the immediately-preceding section number 6 in its entirety: To the extent legally permitted, Vurbis shall promptly notify Customer if Vurbis receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Factoring into account the nature of the Processing, Vurbis shall assist Customer by appropriate organizational and technical measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Service, does not have the



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ability to address a Data Subject Request, Vurbis shall, upon Customer's request, provide commercially-reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent that Vurbis is legally authorized to do so, and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Vurbis's provision of such assistance.

8. **Vurbis Personnel.** Vurbis shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training regarding their responsibilities, and have executed written confidentiality agreements. Vurbis shall take commercially-reasonable steps to ensure the reliability of any Vurbis personnel engaged in the Processing of Personal Data. Vurbis shall ensure that Vurbis's access to Personal Data is limited to those personnel assisting in the provision of the Service in accordance with the Agreement.
9. **Data Protection Officer.** Effective from 25 May 2018, Vurbis shall have appointed, or shall appoint, a data protection officer if and whereby such appointment is required by Data Protection Laws and Regulations. Any such appointed person may be reached at privacy@Vurbis.com.
10. **Vurbis's Sub-processors.** Customer has instructed or authorized the use of Subprocessors to assist Vurbis with respect to the performance of Vurbis's obligations under the Agreement and Vurbis agrees to be responsible for the acts or omissions of such Sub-processors to the same extent as Vurbis would be liable if performing the services of the Sub-processors under the terms of the Agreement. Upon written request of the Customer, Vurbis will provide to Customer a list of its then-current Sub-processors. Customer acknowledges and agrees that (a) Vurbis's Affiliates may be retained as Sub-processors; and (b) Vurbis and Vurbis's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Service. Vurbis shall provide notification of a new Subprocessor(s) before authorizing any new Sub-processor(s) to process Personal Data in connection with the provision of the applicable Service. In order to exercise its right to object to Vurbis's use of a new Sub-processor, Customer shall notify Vurbis promptly in writing within ten (10) business days after receipt of Vurbis's notice in accordance with the mechanism set out above. In the event Customer objects to a new Sub-processor, and that objection is not unreasonable, Vurbis will use reasonable efforts to make available to Customer a change in the Service or recommend a commercially-reasonable change to Customer's configuration or use of the Service to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Vurbis is unable to make available such change within a reasonable time period, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those aspects of the Service which cannot be provided by Vurbis without the use of the objected-to new Sub-processor by providing written notice to Vurbis. Vurbis will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Service. The parties agree that the copies of the Sub-processor agreements that must be provided by Vurbis to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Vurbis beforehand; and, that such copies will be provided by Vurbis, in a manner to be determined in its discretion, only upon request by Customer.
11. **Liability for Sub-processors.** Vurbis shall be liable for the acts and omissions of its Sub-processors to the same extent Vurbis would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.
12. **Security Measures.** Vurbis shall maintain appropriate organizational and technical measures for protection of the security (including protection against unauthorized or unlawful Processing, and against unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, Customer Data), confidentiality, and integrity of Customer Data, as set forth in Vurbis's applicable Trust & Compliance Documentation. Vurbis regularly monitors compliance with these measures. Vurbis will not materially decrease the overall security of the Service during Customer's and/or Authorized Affiliates' subscription term.
13. **Third-Party Certifications and Audit Results.** Vurbis has attained the third-party certifications and audit results set forth in the Trust & Compliance Documentation. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Vurbis



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shall make available to Customer a copy of Vurbis's then most recent third-party certifications or audit results, as applicable.

14. **Notifications Regarding Customer Data.** Vurbis has in place reasonable and appropriate security incident management policies and procedures, as specified in the Trust & Compliance Documentation and shall notify Customer without undue delay after becoming aware of the unlawful or accidental destruction, alteration or damage or loss, unauthorized disclosure of, or access to, Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Vurbis or its Sub-processors of which Vurbis becomes aware (hereinafter, a "Customer Data Incident"), as required to assist the Customer in ensuring compliance with its obligations to notify the Supervisory Authority in the event of Personal Data breach. Vurbis shall make reasonable efforts to identify the cause of such Customer Data Incident, and take those steps as Vurbis deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident, to the extent that the remediation is within Vurbis's reasonable control. The obligations set forth herein shall not apply to incidents that are caused by either Customer or Customer's Users. In any event described in this section, the Customer will be notified immediately via email.
15. **Return of Customer Data.** Vurbis shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and time periods specified in the Trust & Compliance Documentation, unless the retention of the data is requested from Vurbis according to mandatory statutory laws.
16. **Authorized Affiliates.** The parties agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliate(s), thereby establishing a separate DPA between Vurbis and each such Authorized Affiliate, subject to the provisions of the Agreement. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. An Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Service by Authorized Affiliate(s) must comply with the terms and conditions of the Agreement and any violation thereof by an Authorized Affiliate shall be deemed a violation by Customer.
17. **Communications.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Vurbis under this DPA, and shall be entitled to transmit and receive any communication in relation to this DPA on behalf of its Authorized Affiliate(s).
18. **Exercise of Rights.** Where an Authorized Affiliate becomes a party to the DPA, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Vurbis directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA in a combined manner for all of its Authorized Affiliates together, instead of doing so separately for each Authorized Affiliate.
19. **Liability.** Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Vurbis, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. Vurbis's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA. Each reference to the DPA herein means this DPA including its Appendices.
20. **GDPR.** Effective from 25 May 2018, Vurbis will Process Personal Data in accordance with the GDPR requirements directly applicable to Vurbis's provision of the Service.



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21. **Data Protection Impact Assessment.** Effective from 25 May 2018, upon Customer's request, Vurbis shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Service, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Vurbis. Vurbis shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 21 of this DPA, to the extent required under the GDPR.
22. **Standard Contractual Clauses.** The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Service. For the purpose of the Standard Contractual Clauses the aforementioned entities shall be deemed "data exporters."
23. **Customer's Processing Instructions.** This DPA and the Agreement are Customer's complete and final instructions at the time of signature of the Agreement to Vurbis for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the Service and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.
24. **Audits.** The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: following Customer's written request, and subject to the confidentiality obligations set forth in the Agreement, Vurbis shall make available to Customer information regarding the Vurbis Group's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Trust & Compliance Documentation, to the extent that Vurbis makes them generally available to its customers. Customer may contact Vurbis in accordance with the "Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse Vurbis for any time expended for any such on-site audit at the Vurbis Group's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Vurbis shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Vurbis. Customer shall promptly notify Vurbis and provide information about any actual or suspected non-compliance discovered during an audit. The provision in this section shall by no means derogate from or materially alter the provisions on audits as specified in the Standard Contractual Clauses.
25. **Data Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Vurbis to Customer only upon Customer's request.
26. **Order of Precedence.** This DPA is incorporated into and forms part of the Agreement. For matters not addressed under this DPA, the terms of the Agreement apply. With respect to the rights and obligation of the parties vis-à-vis each other, in the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA will control. In the event of a conflict between the terms of the DPA and the Standard Contractual Clauses and associated Appendices, the Standard Contractual Clauses will prevail.

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection. PARTIES HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the



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protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any



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successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer



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The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it

will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred; (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.



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2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10



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Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessinging

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the

Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses². Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

² This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.



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Data exporter is the legal entity that has executed the Data Processing Addendum based on the Standard Contractual Clauses as a Data Exporter established within the European Economic area and Switzerland that have purchased the Service on the basis of one or more Order Form(s).

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Data importer, Vurbis, is an cloud service provider which Processes Personal Data, where such data is Customer Data, upon the instruction of the data exporter in accordance with the terms of the Agreement and the Data Processing Addendum.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customers, business partners, and vendors of the data exporter (who are natural persons)
- Employees or contact persons of data exporter customers, business partners, and vendors
- Employees, agents, advisors, contractors, or any user authorized by the data exporter to use the Service (who are natural persons)

Categories of data

The Personal Data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of personal data:

- First and last name
- Business contact information (company, email, phone, physical business address)
- Personal contact information (email, cell phone)
- Title
- Position
- Employer
- ID data
- Professional life data
- Personal life data (in the form of security questions and answers)
- Connection data
- Localization data

Special categories of data (if appropriate)

The Personal Data transferred concern the following special categories of data (please specify):

Data exporter may submit special categories of data to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include Personal Data concerning educational information.



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Processing operations

The Personal Data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by the data importer is the performance of the Service pursuant to the Cloud Service Agreement.

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

1. Technical and Organizational Security Measures

Vurbis shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data, as set forth in the Trust & Compliance Documentation. Vurbis regularly monitors compliance with these safeguards. Vurbis will not materially decrease the overall security of the Service during a subscription term.

APPENDIX 3 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The list of Sub-processors approved by the data importer as of the effective date of the DPA is as set forth below:

Sub-processor	Description of Processing	Physical Location of the Data
Google, Inc.	Hosting	Europe
Atlassian	Service Cloud (Support & Maintenance ticketing process)	USA

Depending on the geographic location of Customer or its Users, and the nature of the Service provided, Vurbis may also engage one or more of the following Affiliates as Sub-processors to deliver some or all of the Service provided to Customer:

Sub-processor	Entity Type
Vurbis Interactive USA (United States)	Vurbis Affiliate
Vurbis Interactive Netherlands BV (Europe)	Vurbis Affiliate
Vurbis Interactive Australia (Australia)	Vurbis Affiliate
Vurbis Holding B.V. (The Netherlands)	Vurbis HQ