

Jan 24, 2023

Aiven Marketplace Terms and Conditions

General

This Agreement governs the use of the Aiven Services provided through Marketplace and consists of these Aiven Marketplace terms and conditions ("**General Terms**"), the Service Level Agreement ("**SLA**"), the Data Processing Agreement ("**DPA**") and the Support Services Description. The Customer accepts this Agreement either by indicating acceptance (e.g. by clicking a checkbox) when first registering to use the Cloud Services through Marketplace or executing an Order Form that references these General Terms and Marketplace Provider's Terms. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to this Agreement. If the individual accepting this Agreement does not have such authority, or does not agree with this Agreement, such individual must not accept this Agreement and may not use the Cloud Services.

If Customer registers for a free trial of the Cloud Services, the applicable provisions of these General Terms and Marketplace Provider's Terms will also govern that free trial. The Cloud Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on 24th of Jan 2023. It is effective between Aiven and the Customer as of the date of Customer accepting this Agreement.

1. Cloud Services

1. Aiven will provide the Cloud Services available in the Marketplace to the Customer substantially as set out at Aiven's Web Site, the Marketplace and in this Agreement. The available Services in different Marketplaces may vary. The Customer may order Cloud Services by an Order Form or through its Marketplace account subject to the following: (1) orders may be made by the Customer after registering at the applicable Marketplace or automatically by using APIs of the Cloud Services; (2) the Customer shall be responsible for any orders made under the Customer's account, whether by the Customer itself, by its authorized users, or by the Customer's data systems automatically, and shall be responsible for the payment of all Fees based on orders made under the Customer's account; (3) no order made by the Customer is valid until accepted by Aiven. Aiven shall be deemed to have accepted the order if it supplies the Cloud Services to the Customer. Aiven reserves the right to place controls and restrict the Customer's orders of the Cloud Services; (4) After Aiven having accepted the order, Aiven will provide the Cloud Services to the Customer without undue delay. All orders are subject to this Agreement and the applicable Marketplace Provider's Terms.
2. Unless set out to the contrary, the Cloud Services are supplied on an "as is" and "as available" basis without any guaranteed service levels. Any applicable service levels have

been set out in the SLA and are only applicable to the individual Cloud Service. A failure to comply with any service level shall not, however, be construed to be a breach of this Agreement, but may give the Customer the right to receive a compensation set out in the SLA. Such compensation shall be the Customer's sole remedy and Aiven's sole liability as regards any non-compliance with any service levels.

3. The Cloud Services are updated from time to time due to their inherent nature. Aiven reserves the right to make changes to the Cloud Services at any time. If a change made by Aiven has an adverse effect on the agreed contents of the Cloud Services or the agreed service levels (if any), Aiven shall inform the Customer of such change at least thirty (30) days before the effective date of the change. In such a case the Customer shall have the right to terminate applicable Cloud Services in accordance with Section 12.2 or terminate the relevant Order Form subject to a thirty (30) days' written notice. The termination notice must be delivered to Aiven in writing prior to the effective date of the change.
4. Aiven shall always have the right, but shall have no obligation, to make such changes to the Cloud Services that (a) concern or relate to the production environment of the Cloud Services and do not have an adverse effect on the agreed contents of the Cloud Services or the agreed service levels or hosting locations, (b) are necessary to prevent any data security risk to the Cloud Services, or (c) result from applicable laws or from a court or administrative order. The Customer shall not have the right to terminate any separately agreed Order Form due to any such changes.
5. All facilities used to store and process the Customer's data will adhere to reasonable security standards no less protective than the security standards at facilities where Aiven (or its Subprocessor as relevant) processes and stores its own information of a similar type. Aiven has committed to comply with the information security standard ISO 27001.
6. The Customer uses Beta Services and/or Beta Features in its sole discretion and at its own risk. Beta Services and Beta Features may not be as reliable or as available as the Cloud Services. Beta Services and Beta Features may be changed at any time without notice and may not reach general availability status, i.e. similar status as the Cloud Services. Aiven will have no liability arising out of or in connection with the Beta Services and/or Beta Features.

2. Support Services

1. The Customer may choose to order optional Support Services as available in the Marketplace. A description of the Support Services is set out in the Support Services Description, and Aiven shall provide the Support Services to the Customer substantially as set out in the Support Services Description, the Marketplace and in this Agreement.
2. If the Customer has selected a support tier with service levels applicable to the Support Services, the Support Services shall be provided in accordance with such agreed service levels. A failure to comply with any service level shall not, however, be construed to be a breach of this Agreement, but may give the Customer the right to receive a compensation set out in the Support Services Description. Such compensation shall be the Customer's sole remedy and Aiven's sole liability as regards any non-compliance with any service levels.
3. Aiven shall use reasonable commercial efforts to correct at no additional charge any reproducible errors reported by Customer. Aiven shall review all requests for

improvements and new functionality, but Aiven shall have no obligation to provide any modifications to the Cloud Service.

3. Fees and Payment Terms

1. The rates applicable for the Services may be reviewed at Website, the Marketplace and/or in the Order Form as applicable. Actual Fees for Services will vary depending on the Customer's use of the Cloud Services.
2. All Fees will be billed and payable according to the applicable Marketplace Provider's Terms and/or to the Order Form as applicable..
3. Aiven reserves the right to increase the rates applicable to the Cloud Services where this is justified due to the general increase of Aiven's costs and expenses of production (such as but not limited to general increase of labor costs and expenses). Further, Aiven may increase the rates applicable to the Cloud Services by an amount corresponding to an increase of costs of relevant third party offerings. Aiven will inform the Customer of such change at least thirty (30) days before implementing such change. Continuous use of the Cloud Services will be deemed as acceptance of the new Fees.
4. All rates and Fees are set out without value added tax (VAT) or any other applicable sales tax, which shall be added to the rates and Fees in accordance with the then-applicable tax laws and regulations.

4. Customer's General Obligations

1. The Customer shall be responsible for its own devices, systems, applications, connections and software used to access the Cloud Services. The Customer shall be responsible for the protection of the Customer's data communications and data systems and costs for communications and other comparable costs related to use of the Cloud Services.
2. The Customer may authorize users to use the Cloud Services under the Customer's account (e.g. for the purposes of using the Customer's databases). The Customer shall ensure that any users it authorizes to use the Cloud Services under the Customer's account comply with the Marketplace Provider's Terms and this Agreement at all times and use the Cloud Services only in accordance with this Agreement and the Acceptable Use Policy. The Customer shall be responsible for any use of the Cloud Services under the Customer's account.
3. The Customer shall be responsible for ensuring that its authorized users maintain their user names and passwords diligently and do not disclose them to third parties. The Customer undertakes to inform Aiven without delay if any password has been revealed to a third party or if the Customer has a reason to suspect misuse of a user name or password. The Customer's liability for the misuse of the Cloud Services by the use of the user name or password of its user shall expire when Aiven has received Customer's written and sufficiently detailed notice of such misuse. The Customer shall change the password required for the use of the Cloud Services upon written request of Aiven if necessary due to data security risk to the Cloud Services.
4. The Customer is solely responsible for making appropriate backups of its data, and Aiven or its Subprocessors shall in no way be liable for any deletion of or failure to store any

data of the Customer or other communications maintained or transmitted to the use of the Cloud Services.

5. Intellectual Property Rights

1. Subject to the terms of this Agreement and subject to the due payment of all Fees, the Customer shall have a limited, non-exclusive, non-transferable right to use the Cloud Services during the term of this Agreement or the term of the relevant Order Form.
2. All rights, title and interest, including all Intellectual Property Rights in and to the Services, and any changes thereto shall belong exclusively to Aiven or its licensors. Except for the express license to use the Cloud Services granted to the Customer under and in accordance with the terms and conditions of this Agreement, the Customer shall have no and shall not by virtue of this Agreement obtain any rights, license or interests in and to the Services or any Intellectual Property Rights pertaining thereto.
3. The Customer shall be solely responsible for its use of the Cloud Services including any breach of this Agreement or the Marketplace Provider's Terms by the Customer or any of its authorized users.
4. All licenses granted to the Customer under the Agreement shall terminate upon the termination of the Agreement for any reason.

6. Personal Data

1. To the extent the Customer inputs any personal data into the Cloud Services and the processing is subject to the EU General Data Protection Regulation (2016/679, the GDPR), the Parties acknowledge that the Customer acts as a data controller and Aiven is the data processor processing personal data together with its Subprocessors on behalf of the Customer for the purpose of providing the Cloud Services. All such processing of the Customer's personal data by Aiven is subject to the DPA.

7. Acceptable Use Policy

1. The Customer shall use and ensure that its authorized users use the Cloud Services in accordance with the following acceptable use policy ("Acceptable Use Policy"). The Customer is solely responsible for ensuring that the Cloud Services are not used:
 1. to violate, or encourage the violation of, the legal rights (including without limitation Intellectual Property Rights) of others;
 2. to engage in, promote or encourage any illegal activity;
 3. for any unlawful, invasive, infringing, defamatory, offensive, harmful or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
 4. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
 5. to violate the security or integrity of any network, computer or communications system, software application or network or computing device (such violations to include without limitation unauthorized access, interception of data or traffic or falsification of origin);

6. to make connections to any users, hosts or networks unless the Customer has permission to communicate with them (such network abuses to include without limitation monitoring or crawling, denial of service attacks, intentional interference, operating open proxies, open mail relays or open recursive domain name servers, or to avoiding system restrictions);
 7. to interfere with the use of the Cloud Services, or the equipment used to provide the Cloud Services, by others;
 8. to disable, interfere with or circumvent any aspect of the Cloud Services;
 9. to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertising or other solicitations ("spam"), including alteration or obscuring mail headers or assuming sender's identities, collecting replies to messages sent from a third party provider if such messages would violate the policies set out herein or comparable policies of such third party; or
 10. to use the Cloud Services, or any interfaces provided with the Cloud Services, to access any other product or service of Aiven, its Subprocessors or subcontractors, in a manner that violates their applicable terms of service.
2. Aiven (and its Subprocessors and subcontractors where appropriate) reserve the right but assume no obligation to review the Customer's use of the Cloud Services, including the Customer's data to ensure compliance with the Acceptable Use Policy and to discontinue any use by the Customer of the Cloud Services and removing any infringing data of the Customer. Aiven (and its Subprocessors and subcontractors where appropriate) may report suspected infringing activities to officials, regulators or other appropriate third parties, including the disclosure of appropriate information regarding the Customer.
 3. If the Customer becomes aware that its use of the Cloud Services infringes the Acceptable Use Policy set out herein, the Customer agrees to immediately cease the infringing use of the Cloud Services without separate notice. The Customer agrees to comply with any requests of Aiven as regards to any use of the Cloud Services that infringes the Acceptable Use Policy set out herein.

8. Suspension and Discontinuation of Cloud Services

1. Aiven shall have the right to suspend the provision of the Cloud Services for a reasonable period of time if such is necessary in order to perform installation, change or maintenance work in respect of the Cloud Services or if such suspension results from installation, change or maintenance work in respect of public communication networks.
2. Aiven shall have the right to suspend the provision of the Cloud Services and/or deny the Customer's access to the Cloud Services without first hearing the Customer due to (a) a significant data security risk to the Cloud Services, (b) if applicable law or a court or administrative order requires Aiven to do so, (c) if Aiven becomes aware of, or reasonably suspects, any activities of the Customer or its authorized users that infringe on the Acceptable Use Policy or if the Customer has violated these General Terms, Marketplace Provider's Terms or other agreements or guidelines which may be associated with use of the Cloud Services (d) if the Cloud Services are used contrary to, or for a purpose prohibited by this Agreement, applicable laws or court or administrative orders, or (e) the Cloud Services are used in a manner that jeopardizes the provision of

the Cloud Services to other users. Aiven shall promptly notify the Customer of the suspension of the Cloud Services under this Section as well as the grounds for such suspension and shall use its best efforts to resolve the issue with the Customer without undue delay.

3. Aiven shall always have the right to suspend the Cloud Services, if the Customer is in default with its payment of undisputed Fees due under this Agreement and does not pay such Fees despite a request to pay within fourteen (14) days calculated from the date of such request. The suspension can be continued until the Customer has paid all Fees due under this Agreement, after which Aiven shall continue the provision of the Cloud Services.
4. The Customer understands that the Cloud Services are hosted by a Subprocessor of Aiven chosen by the Customer from the options provided by Aiven on the Web Site. Such Subprocessors may reserve rights to discontinue their hosting at any time. Aiven shall not be liable in any way for any discontinuation of such services provided by Subprocessors. Aiven undertakes to inform the Customer of such discontinuation without delay after having become aware of any third party plans to discontinue the provision of hosting services affecting the Customer.

9. Indemnification

1. Aiven agrees to defend the Customer, at Aiven's own expense, against any third party claims or actions where a third party claims that the Cloud Services infringe upon the Intellectual Property Rights of a third party valid in the European Economic Area ("EEA"), provided that the Customer: (a) notifies Aiven of such claim immediately upon receipt of notice thereof; (b) provides Aiven, free of charge, with all available information, permissions and assistance; (c) grants Aiven the sole and exclusive right to control the defense of the claim; and (d) does not agree on any settlement of such claim or action prior to a final judgment thereon by a competent court of law or court of arbitration, without the express prior written consent of Aiven.
2. If the Customer has acted in accordance with the sub-list (a)-(d) of Section 9.1, Aiven shall pay any damages finally awarded to the third party claimant by a competent court of law or court of arbitration.
3. If Aiven justifiably deems that the Cloud Services infringe or may infringe upon any third party rights, Aiven shall have the right, at its own expense and in its sole discretion, to (a) acquire for the Customer the right to continue the use of the Cloud Services; or (b) replace the Cloud Services; or (c) modify the Cloud Services to the extent necessary to avoid the infringement.
4. If none of the alternatives defined in Section 9.3 are available to Aiven on commercially reasonable terms and/or without the significant loss of time, Aiven shall have the right to terminate the Agreement in whole or in part subject to a notice period set by Aiven, upon which the Customer agrees to cease using the Cloud Services and Aiven agrees to reimburse the Fees paid by the Customer for the terminated Cloud Services, less a proportion equal to the time of use of the Cloud Services by the Customer.
5. The indemnity in this Section 9 shall not apply to, and Aiven is not liable for any claim that (a) is based on a claim by any Affiliate of the Customer; or (b) is based on the modification or alteration of the Cloud Services or a modification or alteration

influencing the Cloud Services by the Customer or any third party; or (c) results from complying with any instructions, specifications or design given by the Customer or any third party under the command and control of the Customer; (d) arises or results from the use of the Cloud Services in combination with any software, equipment or products not developed or supplied by Aiven or which are contrary to instructions given by Aiven; or (e) could have been avoided by using the latest version of the Cloud Services made available by Aiven to the Customer.

6. This Section 9 sets out the entire liability of Aiven and the Customer's sole remedy in case of any infringement of any Intellectual Property Rights.
7. The Customer agrees to indemnify Aiven, at the Customer's own expense, against any claims made towards Aiven based on any information or data the Customer inputs to the Cloud Services, including without limitation claims that the Customer's data infringes third party intellectual property rights, Marketplace Provider's Terms or that the data otherwise infringes applicable laws.

10. Confidentiality

1. Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential ("Confidential Information"), and may not use such Confidential Information for any other purpose than those set forth in the Agreement. The confidentiality obligation shall, however, not apply to material and information, (a) which is or later becomes generally available or otherwise public; or (b) which the receiving Party has received from a third party without any obligation of confidentiality; or (c) which was rightfully in the possession of the receiving Party prior to receipt of the same from the disclosing Party without any obligation of confidentiality related thereto; (d) which a Party has independently developed without any use of or reference to the Confidential Information received from the other Party; or (e) which a Party is required to disclose under any mandatory law or by order of a court or governmental body of competent jurisdiction.
2. Each Party shall promptly upon termination of the Agreement, or when the Party no longer needs the Confidential Information in question for the purpose of performing its obligations or exercising its rights under the Agreement, cease using the Confidential Information received from the other Party and, unless the Parties separately agree on destruction of such Confidential Information, return the Confidential Information in question (including all copies and reproductions thereof) to the other Party. Each Party shall, however, be entitled to retain the copies required by law or administrative orders applicable to such Party.
3. Notwithstanding the confidentiality obligation set forth herein, each Party shall be entitled to use the general professional skills and experience acquired in connection with the performance of the Agreement.
4. The rights and obligations related to the Confidential Information shall survive the termination of this Agreement for any reason for a period of three (3) years from such termination.

11. Limitation of Liability

1. The total aggregate liability of a Party towards the other Party under the Agreement shall not exceed (i) an amount equal to the Fees paid by the Customer to Aiven during the six (6) months preceding the event giving rise to the liability; or (ii) fifty thousand (50.000) Euro, whichever is less.
2. A Party shall not be liable for any indirect, incidental, or consequential damages such as loss of profits, revenue or business, damages caused due to decrease in turnover or production or loss, alteration, destruction or corruption of data.
3. The limitations of liability shall not apply to damages caused by willful misconduct or gross negligence or to liability under Section 9 (Indemnification) or Section 10 (Confidentiality).

12. Term and Termination

1. This Agreement shall enter into force when the Customer has accepted this Agreement when registering for the first time to use the Cloud Services. If the Cloud Services are ordered through a separate Order Form, this Agreement will become effective as stated in the Order Form.
2. Unless expressly set out to the contrary in the Order Form, the Agreement shall remain in force until terminated by a Party by a two (2) months' written notice to the other Party. Unless expressly set out to the contrary in the Order Form, the Customer may terminate the order of any individual Cloud Service at any time by choosing that option at the Customer's account on the Web Site, in which case the invoicing for the relevant Cloud Service shall be stopped from that day onward. If a Customer terminates individual Cloud Services, the Agreement remains in force until terminated as set out in this section 12.
3. Each Party may terminate the Agreement in whole for cause with immediate effect upon written notice to the other Party if (a) the other Party becomes insolvent, applies for or is adjudicated in bankruptcy or liquidation or corporate restructuring or otherwise ceases to carry on its business; or (b) the other Party is in material breach of the terms and conditions of this Agreement and fails to remedy such breach within thirty (30) days from the date of receipt of a written notice by the non-defaulting Party, such written notice detailing the breach and the intention to terminate.
4. Unless expressly set out to the contrary in the Order Form, upon the termination of the Agreement for any reason, any Fees owed by the Customer until the effective date of the termination shall become due.
5. If not instructed otherwise in writing by the Customer and unless legally required to keep Customer data uploaded to the Cloud Services, Aiven shall delete and destroy the data the latest within ninety (90) days' of the termination of the Agreement or after the maximum data retention period permitted by the technology of the relevant Cloud Service. In case the Customer demands that the Customer data are returned to the Customer or to a third party, the Customer will pay Aiven for any additional costs and expenses arising out of such return of the Customer data.

13. Other Terms

1. Notwithstanding the rules on Subprocessors agreed in the DPA, Aiven shall be free to use subcontractors in the performance of its obligations and exercise of its rights under this

Agreement. A list of Aiven's Subprocessors and subcontractors is available at the Web Site, if not communicated separately to the Customer.

2. Aiven shall have the right to use its relationship with the Customer in its marketing and sales promotion activities.
3. This Agreement constitutes the entire agreement with respect to Customer's access to and use of the Cloud Services. Aiven's obligations regarding the Cloud Services are governed solely by this Agreement pursuant to which they are provided. In the event of discrepancy between this Agreement and the Aiven standard template Order Form, the text of the Aiven standard template Order Form shall prevail. For clarity, these General Terms shall prevail over any Customer general terms and conditions which may have been referenced in the Customer's standard template order form or purchase order.
4. Except as expressly provided herein, neither Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any warranties of merchantability, fitness for a particular purpose, or non-infringement, and any warranties arising out of course of dealing, course of performance or use of trade to the maximum extent permitted by applicable law. The Cloud Services are provided to Customer strictly on an "as is" basis. Aiven shall have no responsibility for determining that Customer's proposed use of the Cloud Services complies with applicable laws and regulations in Customer's jurisdiction(s). Customer acknowledges and agrees Aiven is not engaged in providing legal, accounting, tax, or financial services or advice. No advice or information, whether oral or written, provided by Aiven will create any warranty or condition not expressly stated in this agreement.
5. Either Party shall not be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of entering into this Agreement, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Party concerned is the target or Party to such action. A force majeure event suffered by a Subprocessor or a subcontractor of a Party shall also discharge such Party from liability. Each Party shall without delay inform the other Party in writing of a force majeure event and the termination of the force majeure event.
6. All formal notices and other formal communication between the Parties hereunder shall be made in the English language. Neither Party shall be entitled to assign nor transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Aiven shall, however, have the right to assign this Agreement in connection with a sale or transfer of its business or a relevant part thereof.
7. Aiven shall have the right to update the Agreement at its sole discretion. Aiven shall notify the Customer of material updates. Should the Customer not accept the updated Agreement, the Customer shall have the right to terminate the Agreement by a written notice to the Company, effective as of the effective date of the new General Terms
8. Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive.

9. Aiven shall have the right to delete Cloud Services which have been powered-off for more than 180 days. The Customer acknowledges that such deletion will also delete all backups of such deleted Cloud Service.

14. Governing Law and Disputes

1. The Agreement shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of law provisions.
2. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.
3. Notwithstanding anything set out in Section 14.2 above, Aiven shall have the right to claim unpaid Fees in a public court.

15. Definitions

1. "**Acceptable Use Policy**" has the meaning set out in Section 7.1;
2. "**Affiliate**" of a Party means any legal entity that is (a) directly or indirectly owning or controlling the Party, or (b) under the same direct or indirect ownership or control as the Party, or (c) directly or indirectly owned or controlled by the Party, for so long as such ownership or control lasts. Ownership or control shall exist through direct or indirect ownership of more than fifty percent (50%) of the nominal value of the issued equity share capital or more than fifty percent (50%) of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions;
3. "**Agreement**" means this agreement between Aiven and the Customer, consisting of these General Terms, the SLA, the DPA and the Support Services Description available on the Web Site, and any Order Form with its appendices that Aiven and the Customer may have entered into;
4. "**Beta Services**" means a preview of the new Aiven Cloud Services, which are not necessarily feature complete;
5. "**Beta Features**" means features designated as beta, including early access features and customizations done on the standard product.
6. "**Cloud Service(s)**" means the cloud based services provided by Aiven to the Customer as set out in the Agreement;
7. "**Customer**" means the customer entity registering to use the Services or the customer entity set out in the Order Form, including its Affiliates, and entering into the Agreement with Aiven;
8. "**Confidential Information**" has the meaning set out in Section 10.1;
9. "**DPA**" means Aiven Data Processing Agreement which is located on the Web Site or as an appendix of the Order Form;
10. "**Data Protection Regulation**" means all applicable laws relating to data protection, including without limitation the EU General Data Protection Regulation (2016/679, the

GDPR), laws implementing EU Directive 2002/58/EC and any amendments to or replacements for such laws and regulations;

11. "**Fee(s)**" means the compensation paid by the Customer for the Services;
12. "**General Terms**" has the meaning set out in the preamble above;
13. "**Intellectual Property Rights**" means any and all patents, utility models, design rights, copyrights (including the right to amend, modify, develop and assign), trademarks, trade names, inventions, trade secrets, domain names, know-how and any other industrial or intellectual property rights (including applications thereof);
14. "**Marketplace**" means the third party platform through which the Services are provided;
15. "**Marketplace Provider**" means the Marketplace vendor through which the Services are provided;
16. "**Marketplace Provider's Terms**" means the Marketplace Provider's terms and conditions applicable to the Services ordered through Marketplace in force at any given time;
17. "**Order Form**" means an order concerning the purchase of Services between the Parties. By entering into an Order Form under this Agreement, the Customer agrees to be bound by the applicable Marketplace Provider's Terms and the terms of this Agreement, of which these General Terms form an integral and inseparable part of. The Order Form may include an executed quotation or purchase order for the Services to take place through Marketplace. The scope of the Services, commercial details, effective date and term length for each separate order are specified in the applicable Order Form. The Order Forms will form an inseparable part of this Agreement in the order entered into;
18. "**Services**" means the services provided by Aiven under the Agreement, including Cloud Services and Support Services;
19. "**SLA**" means Aiven Service Level Agreement which is located on the Web Site or as an appendix of the Order Form;
20. "**Standard Contractual Clauses**" means the contractual clauses issued by the European Commission by the decision 2021/914/EU for international transfers of personal data and any updated versions;
21. "**Subprocessor**" means Aiven Affiliates and third parties; i) providing the back-end services for Aiven and/or ii) selected by the Customer to provide the hosting services for the data Customer inputs to the Cloud Services (e.g. Google, Microsoft, AWS). The Subprocessors and their services are listed on the Website.
22. "**Support Services**" means the Support Services provided by Aiven to the Customer;
23. "**Support Services Description**" which is located on the Web Site or as an appendix of the Order Form; and
24. "**Web Site**" means Aiven's web site available at aiven.io and the Aiven console available at console.aiven.io through which the Customer may use the Cloud Services.