



# Legal docs

Docs (Public Documentation)

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If you can't find what you're looking for, reach out to [hello@qibb.com](mailto:hello@qibb.com)

- [Service Description](#)
- [General Terms and Conditions](#)
- [Data Processing Agreement \(DPA\)](#)



## 1 Service Description

1. This Service Description includes the following chapters (A.) Structure, (B) Functional Overview qibb Cloud Platform and Technical Availability, (C) Support Services and Service Levels, (D) Specification of Related Services (if any).
2. The Parties may amend the descriptions contained in the following chapters.

- [A. Structure of this Service Description and Glossary](#)
- [B. Functional Overview and Technical Availability](#)
- [C. Support Services and Service Levels](#)
- [D. Service Description Related Services](#)

### 1.1 A. Structure of this Service Description and Glossary

#### 1.1.1 Glossary

1) The following terms with capital initial letter shall have the following meaning:

	Term	Definition
1	Agreed Availability Time	Time frame in which the qibb Platform is available to Customer.
2	Feature	Standardized functionality of the qibb Platform.
3	Feature Request	Customer's request to specify and realize an additional Feature.
4	First Level Support	The organizational unit acts as the initial point of contact to process an Incident.
5	Force Majeure Event	Extraordinary events or circumstances beyond the control of the Parties, such as a war, strike, riot, crime, epidemic, pandemic.
6	Incident	Unplanned interruption of the qibb Platform or reduction in the quality of qibb Platform such as a Defect.
7	Incident Report	Notice issued by the Customer reporting an Incident.
8	Maintenance (Services)	Tasks and activities of Techtriq to maintain and update the qibb Platform.
9	Planned Downtime	Time frame agreed between the Parties in which the qibb Platform is not available and which is used for the provision of Maintenance Services.
10	Release	An updated version of the qibb Platform.
11	Response Time	Amount of time for an initial reaction to an Incident reported by the Customer.



Term	Definition
12 Resolution Time	Amount of time to resolve a Defect.
13 Second Level Support	Techtriq's organizational unit performs the Support Services.
14 Service Hours	Time frame in which the Support Services are provided to the Customer.
15 Technical Availability	Degree in which the qibb Platform is an operable state. The qibb Platform shall be deemed technically available if it has been provided or is achievable in the agreed time period in accordance with the agreed percentage availability rate.
16 Third Level Support	Techtriq's organizational unit which handles Incidents which cannot be resolved by the Second Level Support.
17 Transfer Point	Router exit at cloud infrastructure in which the qibb Platform is deployed.
18 Unplanned Downtime	Time frame in which the qibb Platform is not available to Customer and which does not constitute a Planned Downtime.

2) In addition to the Definitions set forth in the qibb GTC shall apply.

## 1.2 B. Functional Overview and Technical Availability

### 1.2.1 Functional Overview - platform

The qibb Platform provides the following features<sup>1)</sup>:

#### 1.2.1.1 Flow editor

Feature	Short Description	qibb Tier
1 Graphical User Interface for workflow design*	Build and design workflows in a graphical user interface by connecting pre-built or self-made workflow nodes.	Standard, Premium, Ultimate
2 Standard set of nodes	Leverage a standard node set that provides the following functionalities: <ul style="list-style-type: none"> <li>basic programming operations, data transformation, and mapping scripting capabilities</li> </ul>	Standard, Premium, Ultimate
3 qibb Node Catalog	Leverage a qibb node set catalog that provides the following functionalities: <ul style="list-style-type: none"> <li>API operations with integrated 3rd party systems</li> </ul>	Standard, Premium, Ultimate
4 Compose workflows and nodes	Build your own workflows between API based services and reusable nodes	Standard, Premium, Ultimate



Feature	Short Description	qibb Tier
5 Workflow versioning	Apply version control on workflows by integrating workflows with the optional GIT repository.	Standard, Premium, Ultimate
6 Build custom connectors	Integrate 3rd party applications by building custom connectors based on new nodes or sub-workflows which can be (re)used in workflows.	Standard, Premium, Ultimate

### 1.2.1.2 Dashboard system

Feature	Short Description	qibb Tier
1 qibb Portal - User Interface*	Centrally access all applications managed by the platform as well as all related platform operations and management tools.	Standard, Premium, Ultimate
2 Customizable Dashboards*	Build customizable dashboards to tailor the Portal UI for different use cases and user groups.	Standard, Premium, Ultimate
3 Widgets*	Access sample widgets from the qibb Catalog which can be used within a dashboard.	Standard, Premium, Ultimate
4 Personalizable Navigation Sidebar	Create your own custom section in the Navigation Sidebar. This sidebar is fully personalized and configurable per user. The user has the possibility to add, rearrange or remove sidebar entries for easy and quick access to applications or specific platform features.	Standard, Premium, Ultimate

### 1.2.1.3 Security tools

Feature	Short Description	qibb Tier
1 User Administration Management*	Administrate Users, Roles and Groups, Policies and Authentication Settings within the qibb platform.	Ultimate For Standard & Premium: managed by qibb
2 Two-Factor-Authentication	Get one-time password codes validated together with a companion app. Works with mobile apps such as Google Authenticator or FreeOTP.	Standard, Premium, Ultimate
3 Identity Provider*	Use qibb as an Identity Provider which offers single login for the qibb platform and it's related core services.	Ultimate
4 Self-service user account management	Edit personal profile information and change login credentials. Possibility to look up sessions and activity data.	Standard, Premium, Ultimate
5 Open ID Connect Support	Leverage the benefit of the Open ID Connect Standard when integrating a 3rd party application (with OIDC support).	Premium, Ultimate



	Feature	Short Description	qibb Tier
6	Ingress Gateway	Get your public endpoints secured by SSL / TLS certificates using the HTTPS standard. Any ingress traffic routed through the qibb gateway is encrypted.	Ultimate
7	Certificate management	Issue and renew your production certificates automatically via ACME by the Certificate Authority Let's Encrypt	Ultimate
8	Token based Authentication	Authenticate externally exposed APIs via Tokens. Tokens are time limited and provided via the central Identity & Access Management.	Premium, Ultimate
9	Secret manager for sensitive data with access control, audit logging and encryption	Store and access secrets (credentials, keys...) securely and encrypted.	Standard, Premium, Ultimate
10	Secret Management for 3rd party applications	Integrate 3rd party applications in the Secret Management of the qibb platform.	Standard, Premium, Ultimate
11	API Gateway with built-in Rate Limiting	Expose your services through a highly-performant and scalable API gateway which allows service discovery, zero downtime configuration and flexible routing for HTTP/S, gRPC, WebSockets or TCP traffic.  Handle unexpected spikes in traffic with rate limiting of incoming requests per client remote address for a given time period.	Ultimate

## 1.2.2 Functional Overview – Managed Solution

If you purchase qibb as part of an end-to-end media solution with one of our integration partners, you might have a reduced set of features enabled in your solution. Please refer to the respective service description of your solution.

## 1.2.3 Functional Overview – Platinum Support (“Flow Support”)

qibb is used to build Flows and Dashboards with the qibb features. A Flow built with qibb shall be any logical connection of Nodes built within a qibb Flow App. A Dashboard shall be any collection of widgets and connections to underlying qibb Flows.

Under qibb Standard and Gold (see below), qibb does not provide any support for Flows and Dashboards apart from the functions listed under “Functional Overview - Platform” - this is independent of the entity or person that developed the Flow or Dashboard.

However, qibb offers a dedicated “Flow Support” (Platinum Support) for Flows and Dashboards built with the qibb platform. It needs to be proven beforehand, that the issue at hand is caused by the logic built in the Flow - and not by surrounding systems or human errors. qibb Platinum Support only applies if the issue at hand is caused by the logic built in the Flow or Dashboard - and not by surrounding systems or human errors.





## 1.2.4 Technical Availability

1) System requirements (if any; especially for dedicated deployment) are provided separately.

2) The qibb Platform can be deployed as follows

- Shared Platform-as-a-Service: Environment shared with other customers, managed by Techtriq
- Dedicated Platform-as-a-Service: Environment dedicated to the customer, managed by Techtriq
- Dedicated private Platform: Customer's private or public cloud infrastructure

3) Techtriq provides a Technical Availability of the qibb Platform of 99.9% per month. The qibb system is considered available when the qibb portal and all major features are reachable. The availability rate shall be calculated as follows:

**$(\text{Agreed Availability Time} - (\text{Unplanned Downtime} - \text{Allowed Resolution Time})) / \text{Agreed Availability Time}$** .

The time period during which Techtriq provides the Customer the qibb Platform shall be 719 hours 17 minutes per month ("Agreed Availability Time"). Note that Techtriq can only ensure the Technical Availability for deployments made as Shared Platform-as-a-Service or Dedicated Platform-as-a-Service. For Dedicated private Platform deployments, technical availability can be impacted by the underlying infrastructure.

4) The period from the occurrence of the non-availability of the qibb Platform within the Agreed Availability Time until the expiration of the non-availability is defined as Unplanned Downtime. When determining the Technical Availability or the availability rate, such Unplanned Downtimes shall be disregarded to the extent:

1. Techtriq is not responsible for impairments based on failures and/or malfunctions of technical systems and/or network components outside Techtriq's area of responsibility; in particular:
  - a. Failures caused by incoming cyber-attacks. This shall not apply if Techtriq is obligated to use virus protection programs, and these were not state of the art at the time of the cyber-attack;
  - b. Failures caused by improper use of software or hardware on the part of the Customer or its End Customer;
  - c. failures that have occurred as a result of a third party's services (e.g. installation of security patches);
  - d. Force Majeure Events.
2. Maintenance Services agreed with the Customer or unforeseen Maintenance Services required for which Techtriq is not responsible.

5) Techtriq shall perform Maintenance Services as set forth under Maintenance.



6) The Customer shall be obligated to immediately notify Techtriq's Second Level Support of any Incidents that are apparent to the Customer.

## 1.3 C. Support Services and Service Levels

### 1.3.1 Language

All Support Services provided by Techtriq pursuant to this chapter C shall be provided in English language.

### 1.3.2 Subject and Scope of the Support Services

1) This chapter governs the Support Services and Service Levels provided by Techtriq.

2) For this purpose, Techtriq offers different Service Levels to the Customer and its End Customer (if any):

- Standard Support: Basic Response Times within regular Service Hours
- Gold Support: 24x7 Service Hours and stricter Response Times and Resolution Times
- Platinum Support: 24x7 Service Hours and stricter Response Times and Resolution Times ("Flow Support")

3) All details refer to the quality of service at the Transfer Point. Impairments in data transmission from the Transfer Point to the Customer and/or in the area of the Customer's infrastructure shall not be considered.

4) All Support Services shall be provided exclusively for the operational usage of the qibb Platform. They do not apply to the preparatory phases of implementation (including testing and ramp-up) prior to or after operational usage for which there is no strict availability or resolution commitment.

### 1.3.3 Service Hours

The Customer may contact Techtriq to request support or file an Incident Report during the applicable Service Hours. The Service Hours are based on the Service Levels agreed in the Order Form.

#### 1.3.3.1 Standard Support Service Hours:

Monday to Friday, 9:00 am – 6:00 pm CET/CEST (except public holidays in Cologne)

The following options for submitting support requests are available to the Customer:

- Creation of a support ticket on the Techtriq' support platform:  
<https://qibb.atlassian.net/servicedesk> or <http://servicedesk.qibb.com>



### 1.3.3.2 Gold Support

Service Hours:

24x7

The following options for submitting support requests are available to the Customer:

- Creation of a support ticket on the Techtriq' support platform:  
<https://qibb.atlassian.net/servicedesk> or <http://servicedesk.qibb.com>
- By telephone:
  - To inform Techtriq about an incident outside of the business hours (Monday to Friday, 9:00 am – 6:00 pm CET ) customer is required to call the following number +49 221 9156570
  - Only in case of SLA breach, to start the escalation process, customer can contact the service supervisor by calling the following number +49 151 55059486

### 1.3.3.3 Platinum Support ("Flow Support")

The same details as under "Gold Support" apply. Additionally, the team will support debugging Flows and Dashboards built with qibb - e.g. by the qibb team, a customer, or a 3rd party. (See Functional Overview - Platinum Support ("Flow Support"))

## 1.3.4 Support Services

Techtriq shall provide Support Services to the Customer during the Service Hours as Second Level Support which consists of technical advice and technical assistance in the use of the qibb Platform.

This Second Level Support shall include, in particular:

- The Second Level Support processes Incident Reports from First Level Support that the First Level Support cannot resolve independently.
- The main objective of the Second Level Support is to restore the defined operating status of the qibb Platform as quickly as possible.
- If necessary, Second Level Support will request support from Third Level Support (development).
- If it is not possible to eliminate the cause of the incident, the Incident is passed on and escalated to problem management for further processing.

The Customer shall appoint an authorized employee as First-Level-Support vis-à-vis Techtriq, who is authorized to contact Techtriq with regard to receiving Support Services, and who will be available to Techtriq as a contact person to the extent necessary for the duration of the Incident.

### 1.3.5 Incident Reports

1) The Customer undertakes to report all relevant Incidents. The Customer shall report Incidents through the First-Level-Support via the ticketing service. Delays in resolving Incidents caused by non-availability of the First-Level-Support for questions and clarifications shall be deducted from the Resolution Times.

2) The Customer is obliged to provide all necessary additional information when reporting the Incident, to include as a minimum:

- a precise description of the Incident,
- a copy or screenshot of the Defect notification (if any),
- a description of the measures/attempts already taken to remedy the Incident, and respective results,
- the contact details of the Customer's First-Level-Support available for the duration of the Incident,
- the location, interfaces, and data formats in which the Incident has occurred,
- software components and applications as well as affected services that belong to the Customer.

### 1.3.6 Classification of Incidents

1) Incidents according to their severity into the following priorities:

- **Critical:** A system failure where a major feature of the qibb Platform (see chapter B) is non-operational and there is no existing workaround.
- **Major:** A system failure that results in a) a major feature of the qibb Platform (see chapter B) to no longer operate as described and a workaround exists, b) a substantially degraded performance of a major function, c) in >2 minor features to no longer operate and there is no existing workaround.
- **Minor:** A system failure that results in a) minor features to no longer operate, b) a slightly degraded performance.

2) In the event the Parties cannot reach an agreement about the classification of an Incident, Techtriq shall be entitled to decide the classification in its reasonable discretion.

3) Please note that Flow Support (Functional Overview - Platinum Support) for Flows and Dashboards built with qibb by someone other than the qibb team is not classified as an incident at all. Support will be delivered on a best-effort approach.

### 1.3.7 Response Times

- 1) The Response Time is the time span between the time when Techtriq receives the Customer's complete and comprehensive Incident Report and confirms such receipt and the time when Techtriq reacts or the first contact takes place.
- 2) Upon receipt of a complete and comprehensive Incident Report, Techtriq shall begin with the analysis and resolution of the Incident within the agreed Response Times. Response Times shall apply only within the agreed and subscribed Service Hours.
- 3) The Response Times targeted by Techtriq depend on the Service Levels ordered by the Customer and on priority. The priority depends on the classification of the Incident:

Priority	Standard	Gold/Platinum
<b>Critical</b>	2 hours	0,5 hours
<b>Major</b>	4 hours	1 hours
<b>Minor</b>	24 hours	12 hours

### 1.3.8 Resolution Times

- 1) The Resolution Times targeted by Techtriq are the time span between the time when the Customer fully reports an Incident and the time when Techtriq eliminates the Defect or provides a workaround for the Incident. Resolutions times shall apply only within the agreed and subscribed Service Hours. Techtriq may choose the form of resolution based on its reasonable discretion.
- 2) Any time periods during which the Customer does not provide the necessary cooperation and assistance as requested by Techtriq or does not provide information with respect to the Incident will be not counted towards the Resolution Time but added to the Resolution Time.
- 3) The Resolution Times targeted by Techtriq depend on the Service Levels ordered by the Customer and on priority. The priority depends on the classification of the Incident.

Priority	Standard	Gold/Platinum
<b>Critical</b>	48 hours	12 hours
<b>Major</b>	72 hours	48 hours
<b>Minor</b>	-	-

Note that for private dedicated deployments, resolution times can be heavily impacted by the underlying infrastructure. Techtriq might not reach resolution times in these cases.

### 1.3.9 Service Level Reporting

Techtriq will report its compliance with the Service Levels on a quarterly basis (no later than the fifth business day of a calendar quarter).



### 1.3.10 Maintenance Services

#### 1.3.10.1 Maintenance types

1) Techtriq undertakes to provide the Customer with economically appropriate Maintenance Services for the qibb Platform. The following Maintenance Services are included:

- Corrective maintenance
  - Resolution of Incidents by way of providing existing solutions for Defects or workarounds for Incidents
- Adaptive maintenance

Techtriq shall perform adaptive maintenance if one of the following events occurs:

  - risk to the general operating state of the qibb Platform (especially in the context of IT security)
  - changes to applicable laws
- Evolutionary maintenance
  - updates
  - product maintenance, including certain major Releases provided to its customers, subject to prior notice and to a schedule developed and communicated by Techtriq.

2) The Customer is not entitled to refuse Releases for adaptive and evolutionary maintenance services. If the customer refuses maintenance services, the support as described under this Support and Service Level does not apply.

#### 1.3.10.2 Maintenance process

1) Techtriq and the customer define Maintenance Windows as follows:

- Shared Platform-as-a-Service: Customers receive fixed regular Maintenance Windows during which Maintenance Services may be executed. The fixed regular Maintenance Windows for shared environments are as follows.
  - **qibb Shared Platform-as-a-Service Europe**  
[portal.platform.qibb.com](https://portal.platform.qibb.com): Every Thursday: 20:00 - 21:00 UTC (22:00 - 23:00 CET / CEST)
  - **qibb Shared Platform-as-a-Service Oceania**  
[portal.oceania.qibb.com](https://portal.oceania.qibb.com): Every Thursday: 13:00 - 14:00 UTC (15:00 - 16:00 CET / CEST)
  - **qibb Shared Platform-as-a-Service US**  
[portal.us.qibb.com](https://portal.us.qibb.com): : Every Thursday: 14:00 - 15:00 UTC (16:00 - 17:00 CET / CEST)



- Dedicated Platform-as-a-Service: The Customer and Techtriq agree on regular Maintenance Windows in writing (e.g. per e-mail) in which Maintenance Services may be executed.
  - Fix regular Maintenance Windows: Weekly 30 minutes regular maintenance windows for small qibb update or patches.
  - Individual Maintenance Window (if needed): Monthly 60 minutes maintenance windows for qibb upgrade and changes.
- Dedicated private Platform: The Customer and Techtriq agree on regular or individual Maintenance Windows in writing (e.g. per e-mail) in which Maintenance Services may be executed.
  - Fix regular Maintenance Windows: Weekly 30 minutes regular maintenance windows for small qibb update or patches.
  - Individual Maintenance Window (if needed): Monthly 60 minutes maintenance windows for qibb upgrade and changes.

2) Maintenance Services can lead to the qibb platform being temporarily unavailable. Maintenance Services that might lead to temporary unavailability will be announced to the Customer's contact person as early as possible, but at least one week in advance and by e-mail.

3) If a Maintenance Service is announced, resulting unavailabilities do not count into the calculation for Service Credits below.

### 1.3.11 Service Credits

1) In the event of a Defect that has not been remedied within the Resolution Time, the Customer is entitled to request Service Credits to be set off against future payments of Fees in accordance with the following provisions:

- For each business day for which an Incident classified as "Critical" persists, the Customer is entitled to Service Credits equal to 10% of the monthly Fee.
- For each business day for which an Incident classified as "Major" persists, the Customer is entitled to Service Credits equal to 5% of the monthly Fee.

However, the maximum amount of Service Credits payable per calendar month is 30% of the monthly Fee.

2) Service Credits are not applicable in a private dedicated qibb platform if the incident cause is not clearly attributable to the qibb software.

3) The above provisions shall apply conclusively regarding non-compliance with the Resolution Times. The amount of Service Credits shall be offset against any compensation for damages.



### 1.3.12 Personal Data and Information Security

1) Techtriq undertakes to take appropriate technical and organizational measures and security measures in order to protect the Customer's personal data against unauthorized access, deterioration, disclosure, destruction, or unauthorized loss, and to maintain the security and integrity of the qibb platform and the Customer's personal data. The details are outlined in the DPA concluded between the Parties.

2) Techtriq shall ensure that it implements, follows, and maintains appropriate security controls, consistent with state-of-the-art security standards, to ensure the confidentiality and integrity of Customer Content. Such appropriate security controls are operational and effective throughout the Term. Techtriq shall not downgrade the security configuration of any system processing Customer Content without prior written notice.

## 1.4 D. Service Description Related Services

### 1.4.1 Deployment of the qibb Platform

The parties agree in the Quotation and Order process, whether Techtriq shall deploy the qibb Platform. The deployment comprises the following tasks and activities:

#### 1) Scope of the Related Service for Shared Platform-as-a-Service

- Public cloud deployment – Techtriq account - multiple customers on the infrastructure - fully managed by Techtriq (includes infrastructure)

#### 2) Scope of the Related Service for Dedicated Platform-as-a-Service

- Public cloud deployment – Techtriq account - one customer on the infrastructure - fully managed by Techtriq (includes infrastructure)

#### 3) Scope of the Related Service for Dedicated Private Platform:

- Public cloud deployment – Customer account - fully managed by Techtriq (includes infrastructure)
- Private cloud /on-premises deployment – Customer infrastructure - fully managed by Techtriq (includes infrastructure)
- Public cloud deployment – Customer account – only infrastructure (including managed K8s layer) managed only by Customer – platform managed by Techtriq (requires managed Kubernetes)
- Private cloud /on-premises deployment – Customer infrastructure - only infrastructure (including managed Kubernetes layer) managed by Customer – platform managed by Techtriq (requires managed Kubernetes)

### 1.4.2 Additional Features

1) Harvesting of customer feedback





In bilateral Workshops, Techtriq shall harvest customer feedback:

- Description of the requirement from a customer perspective;
- Description of business impact and implications (if solved and not solved);
- Description of the missing/required additional Feature.

## 2) Review, Analysis, and Decision

Techtriq shall process every Feature Request as follows:

- Techtriq shall review and analyze the Feature Request based on a categorization into common ideas, trends, a broader view on innovations, or similar
- Decision on roadmap inclusion yes/no → if yes, the definition of Feature Request and integration in roadmap planning (together with Development)
- Responding to customer → feedback on acceptance/rejection and if accepted, a rough timeline (no guarantee)

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<sup>1)</sup> All features designated with \* shall be deemed as major features.

<sup>2)</sup> Customers with subscriptions other than “qibb Ultimate” will have a subset of these features



## 2 General Terms and Conditions

### 2.1 Structure and Definitions

These GTC are structured in the following chapters:

- General Provisions
- Provision with respect to the qibb Platform and Support Services
- Provision with respect to the Related Services

In these qibb GTC all capitalized terms shall have the meaning as defined as follows:

	Term	Definition
1	<b>Affiliate</b>	means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a Party. As used herein, “control” means the power to direct the management or affairs of an entity and “ownership” means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.
2	<b>Agreement</b>	means the Order Form including its Annexes (e.g these General Terms and Conditions (GTC)).
3	<b>Annex</b>	means any enclosure to the Order Form.
4	<b>Confidential Information</b>	means any information disclosed by the Disclosing Party (or its Affiliates) to the Receiving Party, or which is received by the Receiving Party under or in connection with the Agreement and which relates to the Disclosing Party (or its Affiliate), and that is marked confidential, that the Receiving Party knows or reasonably ought to know is confidential, or which is of its nature confidential, including (i) all business logic, methods, algorithms, concepts and ideas of the Disclosing Party or its Affiliates which are disclosed to or received by the Receiving Party (including the functionality implemented on, and the user interface of, the qibb Platform, and any documentation of the same), (ii) any copies of the software and the Documentation, which is in each case the Confidential Information of Techtriq, (iii) the terms of the Agreement.
5	<b>Customer</b>	means a legal entity commissioning the Services either (i) as system integrator for an End Customer who is intending to use the Services or (ii) for its own use and benefit.
6	<b>Customer Content</b>	means data (such as but not limited to personal data), workflows, solution designs and (third party) apps and other content implemented by the Customer on the qibb Platform.
7	<b>Defect</b>	means material deviations of a Service from the Service Description contained in the Order Form and/or its Annexes.
8	<b>Deliverables</b>	means tangible or intangible results arising out of the provision of Related Services. Deliverables (if any) shall be specified in the Order Form and/or its Annexes.
9	<b>Disclosing Party</b>	means a Party to the Agreement which (or whose Affiliate) discloses or makes available, directly, or indirectly, Confidential Information.



	Term	Definition
10	<b>Documentation</b>	means the electronic customer-facing documentation of the qibb Platform generally made available by Techtriq to its Customers and prospective Customers from time to time, whether provided as a user manual, an online “knowledge base” or in a similar format; Techtriq may amend the Documentation at any time provided that it makes such updated version available to the Customer (including by publishing it online).
11	<b>Fees</b>	means the remuneration for the use of the qibb Platform as well as the remuneration for the Support Services and the Related Services (if any). Fees shall be set forth in the Order Form.
12	<b>Initial Term</b>	means the first time period the Agreement is in effect.
13	<b>Intellectual Property Rights</b>	means patents, trademarks, rights in respect of logos and get up, trade names, designs, domain names, copyright, database rights, semiconductor topography rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications or rights to apply for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world including any such rights which may now or in the future subsist.
14	<b>Open Source Software</b>	means software that is generally available in source code form and that is distributed under a license which, by its terms, (i) does not prohibit licensees of such software from using, licensing or otherwise distributing or making available such software in source code form, (ii) does not prohibit licensees of such software from making modifications or derivative works thereof, and (iii) does not require a royalty or any other payment for the licensing or other distribution or making available, or the modification or the creation of derivative works, of such software (other than a reasonable charge to compensate a supplier for the cost of providing a copy thereof).
15	<b>Open Source Software License</b>	means a certain standardized license agreement governing the licensing of Open Source Software such licenses as, but not limited to, the GNU General Public License, GNU Lesser General Public License, New BSD License, MIT License, Common Public License, and other licenses approved as Open Source Software Licenses under the Open Source Definition of the Open Source Initiative.
16	<b>Order Form</b>	means a document signed by both Parties stipulating at least the scope of the Services, the Fees, and any supplemental provisions to these GTC.
17	<b>qibb Platform</b>	means the application management and orchestration platform made available by Techtriq on a “platform as a service” basis, as further described in the Order Form and its Annexes.
18	<b>Receiving Party</b>	means a Party to the Agreement which (or whose Affiliate) receives or obtains, directly or indirectly, Confidential Information.
19	<b>Related Services</b>	means training, implementation assistance and other consultancy services provided to the Customer by Techtriq set out on the Order Form. Related Services comprise Deliverables described in the Service Description.
20	<b>Renewal Term</b>	Prolongated term of an Agreement.
21	<b>Services</b>	comprises the provision of the qibb Platform, the Support Services as well as the Related Services.



	Term	Definition
22	<b>Service Credits</b>	means a reimbursement for Techtriq’s culpable non-compliance with agreed Service Levels. Service Credits shall only apply if explicitly stipulated in the Service Description.
23	<b>Service Description</b>	means the specification of the Services published on the qibb website.
24	<b>Service Levels</b>	means all criteria and parameter set forth in the Service Description to measure the performance and quality of the Services.
25	<b>Support Services</b>	means all activities and tasks performed by Techtriq to support the Customer’s operational use of the qibb Platform.
26	<b>Term</b>	means the Initial Term and any Renewal Term.

## 2.2 General Provisions

### 2.2.1 Subject of these GTC, Modifications of these GTC

1. The following GTC apply to all Services, in particular the provision of the qibb Platform to Customer
2. Deviating, contradictory or supplementary terms and conditions of the Customer will only become part of the Agreement if and insofar as Techtriq expressly agrees to their validity in writing.
3. Techtriq may unilaterally amend these GTC by prior written notice to the Customer where that amendment: (a) is required by a change in applicable law; (b) is required to ensure the Parties are compliant with applicable law; (c) is required to comply with the terms and conditions applicable to third party products or other third party software integrated in the qibb Platform or relevant for the provision of the qibb Platform; or (d) is required to ensure the integrity or information security of the qibb Platform. Amendments to these GTC shall be deemed as accepted by the Customer in the event the Customer does not object to the amendments in writing within six weeks after issuance of the written notice.

### 2.2.2 General Provisions relating to Techtriq’s Responsibilities and Obligations

1. While an Agreement is effective Techtriq shall
  - a. provide the Customer and – if applicable – its respective End Customer access to the qibb Platform;
  - b. grant to the Customer and – if applicable - its respective End Customer non-exclusive, royalty-free, non-transferable and non-sublicensable rights to use the qibb Platform, its accompanying Documentation and Deliverables (if any) solely (i) for the business purposes of the Customer or (ii) if the Customer

- acts as a system integrator for the business purposes of the respective End Customer;
- c. provide Support Services as described in the Order Form and its Annexes;
  - d. provide Related Services (if any) as described in the Order Form and its Annexes.
2. Techtriq shall provide all Services in accordance with laws and regulations generally applicable to Techtriq.
  3. Since all Services are standardized products and services, Techtriq is not responsible for the compliance of the Services with the industry-specific, country-specific, statutory, or regulatory requirements applicable to the Customer and/or its End Customer (if any).
  4. Within the performance of its Services Techtriq may rely on the correctness of communications, instructions, approvals, or comparable declarations of the Customer and is not obliged to double-check them. Nevertheless, Techtriq shall advise of obvious errors, omissions, and inconsistencies in the Customer's cooperation obligations.
  5. In the event Techtriq uses subcontractors (see section **Use of Subcontractors**) Techtriq remains liable for the acts and omissions of its subcontractors under or in connection with the Agreement as if those acts and omissions were the acts and omissions of Techtriq itself.

### 2.2.3 General Provisions relating the Customer's Responsibilities and Cooperation Obligations

1. The Customer shall ensure that the Services are suitable for its own or its respective End Customer's business purposes, in particular the Customer is responsible that the Services meet the industry-specific, country-specific, statutory, or regulatory requirements applicable to the Customer and/or its End Customer (if any).
2. The Customer shall provide all cooperation and assistance required for Techtriq to perform its Services in compliance with the Service Description. The Customer may instruct its service providers, vicarious agents, and the respective End Customer correspondingly.
3. The Customer shall make available any cooperation and assistance of third parties appointed by the Customer which are necessary for Techtriq's Services or which are connected therewith and shall coordinate these cooperation and assistance of third parties with Techtriq as the single point of contact.
4. To the extent that Techtriq is prevented from providing its Services due to the untimely or otherwise insufficient provision of cooperation and assistance, Techtriq shall not be responsible for any consequences arising therefrom, in particular delays and damages or penalties resulting out of delays.

5. The deadlines set for the provision of the agreed Services shall be postponed for a reasonable time period, but at least by the period equal the time of absence of the relevant cooperation and assistance plus a reasonable period of time for re-planning the resources of Techtriq's employees, in particular taking into account the binding allocation of these employees to other projects as well. The Parties shall adapt any project plans or timetables by mutual agreement.
6. The Customer shall reimburse Techtriq for any additional expenses and damages incurred due to the late or insufficient provision of cooperation and assistance according to the daily and hourly rates stipulated in the Order Form or its Annexes. Furthermore, Techtriq shall be entitled to claim any further damages incurred due to the late or insufficient provision of cooperation and assistance.
7. If the Customer does not provide cooperation and assistance despite a reasonable period of grace, Techtriq shall be entitled to initiate the escalation procedure pursuant to section **Parties' Cooperation/Governance** (3) and, after the escalation procedure has failed, shall be entitled to terminate the Agreement for good cause if the continuation of the provision of Services is unreasonable for Techtriq due to the lack of sufficient cooperation and assistance.

#### 2.2.4 Use of Subcontractors

1. If Techtriq plans to use a subcontractor, Techtriq shall inform the Customer in advance and provide the Customer with sufficient information about the subcontractor's professional qualifications, including information about the subcontractor's expertise, and its human and financial resources.
2. The Customer may reject a subcontractor but only based on good cause. In particular, the following events may be deemed as good cause:
  - a. The use of the subcontractor would be not in compliance with applicable laws, or
  - b. The Customer or its End Customer can reasonably demonstrate substantially negative experience with the respective subcontractor.
3. This right of rejection shall apply mutatis mutandis to the exchange of subcontractors.
4. All subcontractors listed in the Order Form or its Annexes shall be deemed as approved by Customer.
5. Techtriq shall ensure that its contractual agreements with its subcontractors are in compliance with the terms of the Agreement.

#### 2.2.5 Parties' Cooperation/Governance

1. The Parties agree that the scope of any Agreement can only be achieved through close cooperation and continuous coordination.

2. The Parties shall name contact persons and their proxies in the Order Form or its Annexes who shall be responsible for either Party's compliance with the contractual obligations and the performance of the Services.
3. In the event the Parties disagree within their cooperation, the Parties shall attempt to resolve any disputes in an amicable manner.
  - a. In the event of an occurring dispute, the contact person of the Party that assumes such dispute shall inform the responsible contact person of the other Party at least in electronic format about the background of the dispute and its assessment thereof. The communication shall contain all relevant facts and the nature and extent of the dispute. As a result of the communication, the Parties will discuss the dispute in good faith through their respective responsible contact persons. Within a reasonable time period, generally fifteen (15) business days, they shall attempt to find a mutually acceptable solution which takes into account the interests of both Parties. This solution shall be documented at least in electronic format by the Parties.
  - b. If a dispute cannot be resolved in accordance a., each Party may notify the management of the other Party and demand escalation to the management. Management, through its respective representatives, shall cooperate in good faith for a reasonable time period, usually another fifteen (15) business days, in order to resolve such dispute. A solution that has been worked out and adopted by mutual agreement shall at least be documented in electronic format. If the dispute cannot be resolved within the agreed period, even at management level, each Party shall be entitled to declare the escalation procedure to have failed. This declaration must be made at least in electronic format.

### 2.2.6 General Provisions relating to Fees and Payment Terms

1. The Customer undertakes to pay Techtriq the agreed monthly Fees plus statutory taxes such as VAT (if applicable) for the provision of the qibb Platform and the Support Services. If Related Services are commissioned by the Customer with respect to the provision of the qibb Platform, these Related Services shall be invoiced separately according to the Fees comprised in the Order Form.
2. Objections to an invoice must be raised in writing by the Customer within a period of four (4) weeks after receipt of the respective invoice to the contact person indicated on the invoice. After expiration of the aforementioned period, the invoice shall be deemed to have been approved by the Customer.
3. Techtriq may increase the Fees specified in the Agreement if circumstances beyond Techtriq's control increase the costs by more than 5% during the Term. In this case, Techtriq shall first give the Customer one (1) months' notice of the increase. The increase of the Fees may only be made in the same proportion as the costs of providing the Services for Techtriq have actually increased. The increase of



the Fees will be effective after the end of the announcement period. The Customer has the right to terminate the Agreement for good cause at the time of the announcement of an increase if the increase notified to him exceeds 15% of the originally agreed Fees.

### 2.2.7 Third Party Right Infringement (“Rechtsmängelhaftung”)

1. Techtriq shall defend the Customer and indemnify the Customer against claims in any legal proceeding (including reasonable attorney’s fees) to the extent arising from an allegation that the Customer’s or its End Customers’ (if any) use of the qibb Platform or a Service in accordance with the Agreement infringes a third party’s Intellectual Property Rights and Techtriq is responsible (“*Vertretenmüssen*”) for such infringement.
2. The indemnification obligation set forth above shall be based on the following prerequisites:
  - a. The Customer shall promptly notify Techtriq in writing of any allegation(s) that preceded the legal proceeding (if any) and cooperate reasonably with Techtriq to resolve the allegations and the legal proceeding.
  - b. To the extent permitted by applicable law the Customer shall tender the sole control of the legal proceeding to Techtriq, subject to the following: (i) the Customer may appoint its own non-controlling counsel; (ii) any settlement requiring the Customer to admit liability, pay damages or take (or refrain from taking) any action, shall require the Customer’s prior written consent, not to be unreasonably withheld, conditioned, or delayed.
3. If Techtriq reasonably believes the qibb Platform or a Service might infringe a third party’s Intellectual Property Right, then Techtriq may, at its sole option and expense: (i) procure the right for the Customer to continue using the qibb Platform and the respective Service; (ii) modify the qibb Platform and the respective Service to make them non-infringing without materially reducing their functionality; or (iii) replace the qibb Platform and the respective Service with a non-infringing, functionally equivalent alternative. If Techtriq does not believe the remedies set forth above are commercially reasonable, then Techtriq may terminate the Agreement for good cause.
4. The limitations of liability set forth in section **Liability (“Haftung”) and Force Majeure** shall apply to indemnification obligations set forth in this section.
5. To the extent permitted by applicable law this section states the Customer’s sole and exclusive remedy under the Agreement for any third party allegations of an infringement of Intellectual Property Rights.



## 2.2.8 Liability (“Haftung”) and Force Majeure

1. Techtriq shall be liable without limitation pursuant to applicable laws in the following circumstances:
  - a. intentionally (“*vorsätzlich*”) caused damages or
  - b. grossly negligent (“*grob fahrlässig*”) caused damages, or
  - c. injury to life, body, or health resulting from either intent (“*Vorsatz*”) or negligence (“*Fahrlässigkeit*”),
  - d. product liability according to the German Product Liability Act (“*Produkthaftungsgesetz*”).
2. In the event none of the circumstances set forth in section **Liability (“Haftung”) and Force Majeure** (1) applies, however Techtriq breaches material contractual obligations slightly negligent Techtriq’s aggregate liability shall be limited to the contractual foreseeable damage. A material contractual obligation is an obligation which enables the execution of the respective agreement and on which the Customer regularly relies.
3. Furthermore, Techtriq’s strict liability (“*verschuldensunabhängige Haftung*”) for Defects of the qibb Platform, which are present at the time an Agreement is made effective, shall be excluded.
4. Both Parties shall take commercially reasonable steps to mitigate the other Party’s liability.
5. Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under the Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such Party’s reasonable control, including but not limited to labour disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

## 2.2.9 Term and Termination

1. An Agreement shall become effective when the Order Form is signed by both Parties. The Initial Term of the Agreement is specified in the Order Form.
2. Subsequently the Agreement shall renew for additional one-year Renewal Terms and may be terminated for convenience by either Party with the same term of written notice as specified in the Order Form. Otherwise within three (3) months until the end of each Renewal Term.
3. The Parties shall be entitled to terminate the Agreement for good cause (“*außerordentliche Kündigung*”). However, in all possible cases justifying a termination for good cause, the respective Party shall only be entitled to a termination for cause if the Party affected by a breach of contract has requested in writing the Party infringing its contractual obligations to remedy the specific

breaches of contract which are to be described in detail and the Party infringing its contractual obligations has not remedied the breaches named therein within a reasonable period of at least thirty (30) calendar days after receipt of the respective request letter and the escalation procedure provided for in section **Parties' Cooperation/Governance** (3) has failed. To the extent that a Party has the right to a termination for cause, the Party entitled to a termination may exercise such right only within one (1) month after the failure of the escalation procedure. If the overall consideration of a series of events entitles a Party to terminate for cause, the period shall be calculated from the last of these events.

4. Techtriq shall be entitled to terminate the Agreement for good cause if the Customer fails to settle due payments for a period of at least three (3) months in total and Techtriq therefore cannot reasonably be expected to continue the contractual relationship.
5. Any notice of termination shall be submitted in writing, whereas the exchange of scanned documents shall be sufficient.
6. Upon termination of the Agreement, all rights and licenses granted shall cease and the Customer and its End Customer (if any) are not permitted to make further use of the Services. Upon termination Techtriq shall make Customer Content implemented on the qibb Platform available either for retrieval or – if retrieval is not possible – for documentation in standard industry formats. The Customer shall be obligated to retrieve Customer Content reasonably in advance before the termination becomes effective.
7. Upon termination of the Agreement each Receiving Party shall return to the Disclosing Party or (at the Disclosing Party's election) use reasonable efforts to destroy all copies of the Disclosing Party's Confidential Information; and upon request by the Disclosing Party, give to the Disclosing Party a certificate signed by an officer of the Receiving Party that it has done so. The Receiving Party's right to keep copies to fulfil its statutory archival obligations shall remain unaffected.
8. Upon termination Techtriq shall provide reasonable termination assistance requested by the Customer to facilitate an orderly phase-out, including but not limited to (data) migration or documentation of Customer Content implemented in the qibb Platform. The Customer shall pay a reasonable compensation for such termination assistance based on the Fees set forth in the Order Form.

## 2.2.10 Data Protection and Confidentiality

1. The Receiving Party shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall:
  - a. not use or exploit the Confidential Information in any way except for the purpose of exercising its rights and performing its obligations under the Agreement;

- b. not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by the Agreement; and
  - c. apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information (and which shall in any event be no less stringent than the measures and care which it is reasonable to expect of a person operating in the same sector in the same circumstances).
2. The Receiving Party may disclose the Disclosing Party's Confidential Information to those of its agents, officers, employees, and professional advisers who need to know it in connection with the fulfilment of the Agreement, provided that:
  - a. it informs each such person of the confidential nature of the Confidential Information before disclosure; and
  - b. it procures that each such person shall comply with this section as if it were the Receiving Party,
  - c. and it shall be liable for the failure of any such person to comply with this section.
3. The Receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by applicable law, by any governmental or other regulatory authority with jurisdiction over the Receiving Party, or by a court of competent jurisdiction, or under the rules of a relevant securities exchange, provided in each case that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and it takes into account the reasonable requests of the Disclosing Party in relation to the content of that disclosure.
4. Each Party shall comply with data protection law to the extent applicable to it. If required by applicable law the Parties enter a DPA compliant with Art. 28 GDPR.
5. Each Party shall provide reasonable assistance and information to the other Party upon written request in relation to any request, complaint or query made by a data subject or by any supervisory authority with regard to data subject's personal data processed by using the qibb Platform or the Services.
6. Techtriq collects data on the Customer's use of the qibb Platform, such as the usage times of individual software components, errors occurring during use (analysis data). This is stored and processed by Techtriq exclusively in an anonymised form, so that it is not possible to draw conclusions about individual Customers. Techtriq uses the analysis data to improve its services and support to the Customer.

### 2.2.11 Applicable Law, Place of Jurisdiction, Place of Performance

1. The Agreement shall be governed by German law, excluding the provisions of the UN Convention on the International Sales of Goods (CISG).



2. Exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement shall be Cologne.
3. The place of performance shall be Cologne.

### 2.2.12 Miscellaneous

1. Techtriq shall be entitled to assign the rights and obligations under the Agreement to an Affiliate without the Customer's prior consent. Techtriq will inform the Customer beforehand about such assignment.
2. Communication via email is sufficient to fulfil the writing requirement set forth in these GTC, however this shall not apply to the termination of the Agreement and any claim for indemnification or damages.
3. Oral side agreements have not been made. Amendments, supplements, and additions to the Agreement shall only be valid if they are agreed in writing between the Parties. This shall also apply in respect of an annulment of this written form requirement.
4. The Parties are independent contractors. Consequently, the provisions of the Agreement shall not, under any circumstances, be interpreted as creating any association, relationship of agency or partnership between the Parties. Neither Party may bind the other in any manner whatsoever or in favour of anyone whomsoever, except in accordance with the Agreement.
5. If any provision of the Agreement is held to be invalid or unenforceable for any reason, that provision shall, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the Parties. The nullity or adjustment of any provision of the Agreement shall not affect the validity and enforceability of any other provision of the Agreement.

## 2.3 Provisions with respect to the qibb Platform and Support Services

### 2.3.1 Provision of the qibb Platform

1. Techtriq enables the Customer to use the qibb Platform with the functionalities described in the Service Description during the Term.
2. The Customer's access to the qibb Platform is browser-based via the Internet. The Order Form and its Annexes comprise the qibb Platform's technical availability.
3. The Service Description exclusively governs the Support Services and Service Levels (including response times and resolution times) provided by Techtriq under the Agreement.



### 2.3.2 Techtriq's Support Services

1. Techtriq shall use reasonable efforts to provide the Support Services described in an Annex to the Order Form during its normal service hours.
2. The Service Levels and Service Credits set forth in the Annexes to the Order Form shall apply.

### 2.3.3 Technical Protective Measures

1. Techtriq is - as far as legally permissible - entitled to take technical measures in order to control and/or ensure the contractual use of the qibb Platform by the Customer and its End Customer (if any), e.g. license keys, dongles, license servers or logging of the respective End Customer's analysis data.
2. The Customer undertakes not to deactivate, alter and/or circumvent such measures or attempt to do so.

### 2.3.4 Modifications of the qibb Platform

1. Techtriq reserves the right to modify the functionalities of the qibb Platform or to offer deviating functionalities, provided that this is objectively necessary, and the modification, further development or deviation is reasonable for the Customer and its End Customer (if any).
2. A modification, further development or deviation is objectively necessary in particular if
  - a. this is due to technical further developments (e.g., in the case of updating the system environment and infrastructure) or technical innovations;
  - b. statutory changes or innovations make it necessary to adapt the qibb Platform;
  - c. Techtriq must implement mandatory requirements of its subcontractors;
  - d. the qibb Platform contains components from third party manufacturers and these components are not available to Techtriq, are no longer available or are only available in a modified form, without this being due to circumstances for which Techtriq is responsible;
  - e. the modification serves the modernization or optimization of processes and thus also the creation of competitive advantages;
  - f. the functionalities of the qibb Platform are replaced in whole or in part by functionalities of equal or higher value and the agreed service quality remains essentially unchanged;
  - g. Techtriq must implement an official or regulatory order.



### 2.3.5 Access and License Grant, Usage Restrictions

1. For the Term, Techtriq grants the Customer and the respective End Customer (if any) the non-exclusive and non-transferable and non-sublicensable right to use the qibb Platform in accordance with the applicable specification set forth in the Service Description. Beyond that, Techtriq is not obligated to provide a certain quality of the qibb Platform, in particular not the suitability for a specific purpose of use or application for the Customer or its End Customer (if any).
2. If Techtriq provides updated versions of the qibb Platform during the Term or makes changes with regard to them, the provisions of this section **Access and License Grant, Usage Restrictions** shall also apply to updated versions.
3. The qibb Platform is a web-based service. The Customer may neither copy nor reproduce the software components contained in the qibb Platform on its or its End Customer's systems.
4. The Customer and the End Customer are not permitted to
  - a. gain access to unauthorised areas of the qibb Platform;
  - b. use programs to collect data, extract, access, copy, or control the qibb Platform outside of the documented API endpoints;
  - c. decompile, disassemble, reengineer, or reconstruct the source code, any software or algorithms used;
  - d. test or investigate the vulnerability of the qibb Platform;
  - e. intentionally use any device, software or routine that interferes with any functionality, feature or usability of the qibb Platform; or
  - f. otherwise interfere with the proper functioning of the qibb Platform.
5. The Customer and the End Customer are not permitted to upload, communicate or distribute through the qibb Platform any content or material:
  - a. that is unlawful, defamatory, obscene, pornographic, abusive, harassing, or which tends to promote discrimination against any person or class of persons on the basis of a characteristic protected by applicable law; or
  - b. which infringes or is reasonably likely to infringe the Intellectual Property Rights or other rights of any person, or misappropriates or misuses the trade secrets of any person, or which is likely to result in a breach of any obligation of confidence owed to any person;
6. The Customer and the End Customer are not permitted to use or to attempt to use or misuse the qibb Platform in any way that is criminal or otherwise unlawful in any relevant jurisdiction.
7. The Customer is obliged to prevent unauthorised access to the qibb Platform and the software contained therein by third parties by taking appropriate precautions.



### 2.3.6 Suspension Right

Without prejudice to its other rights and remedies and subject to prior written notice including a reasonable grace period, Techtriq reserves the right to suspend the Customer's or its End Customer's (if any) access to the qibb Platform if Techtriq reasonably believes that it is necessary to stop or to prevent breach of section **Access and License Grant, Usage Restrictions** or to protect the integrity of the qibb Platform or the legitimate interests of Techtriq or other users of the qibb Platform.

### 2.3.7 Open Source Software

1. The qibb Platform may include Open Source Software which is licensed under the terms of the Open Source Software License that accompanies such Open Source Software. The applicable Open Source Software Licenses are listed either in the Documentation or a repository made available by Techtriq.
2. The use of the Open Source Software is exclusively governed by the provisions of the applicable Open Source Software License.

### 2.3.8 Customer's Specific Responsibilities and Cooperation Obligations

1. The Customer undertakes that the Customer or its End Customer (if any) do not place any illegal content on the qibb Platform which violates laws, official requirements, or the rights of third parties.
2. The Customer shall ensure that the Customer or its End Customer (if any) comply with the system requirements set forth in the Service Description. Techtriq only owes the agreed technical availability in accordance with the Service Description if the system requirements are met.
3. The Customer is obliged to check its or its End Customer's data and information for viruses or other harmful components before input and to use state-of-the-art virus protection programs for this purpose.
4. In order to access the qibb Platform, the Customer will be provided with user IDs and passwords by Techtriq. The Customer and the respective End Customer (if any) are obliged to keep these user IDs and passwords strictly confidential and may not make them accessible to third parties. Employees of the Customer or the respective End Customer (if any) to whom user IDs and passwords are disclosed shall be obliged to protect the access data known to them from unauthorised access by third parties. The Customer and the respective End Customer (if any) are liable for the compliance with these obligations on the part of their employees.
5. The Customer Content implemented by the Customer on the qibb Platform may be protected by Intellectual Property Rights and subject to data protection law. The Customer hereby grants Techtriq the right to make the Customer Content accessible to the Customer when the Customer retrieves them via the Internet, and

in particular to copy and transmit the Customer Content for this purpose, and to reproduce the Customer Content for the purpose of data backup.

6. When the Agreement is terminated the Customer shall be obligated to retrieve any Customer Content and may document Customer Content properly and sufficiently in advance before a termination becomes effective. If necessary, Techtriq shall provide reasonable termination assistance as set forth in section **Term and Termination** (6).

### 2.3.9 Auditing Rights

1. Techtriq is entitled to audit the Customer exclusively for the purpose of verifying the Customer's or its respective End Customer's use of the qibb Platform in compliance with the Agreement. However, such audit may be performed no more than once every twelve (12) months, unless Techtriq has another reasonable but equally effective way of monitoring the Customer's or the respective End Customer's use of the qibb Platform in accordance with the Agreement. Such audit may only be undertaken by an independent auditor who is subject to a professional or comparable obligation to confidentiality. The auditor may provide Techtriq with information only to the extent necessary for Techtriq to enforce its industrial or Intellectual Property Rights. Techtriq shall bear the costs of such an audit unless the audit reveals that the Customer or the End Customer (if any) has infringed Techtriq' industrial or Intellectual Property Rights to a considerable degree; in the latter case, the Customer shall bear the costs of the audit, including all expenses incurred by Techtriq.
2. The Customer shall cooperate with Techtriq in this respect, in particular the Customer shall (a) upon Techtriq's request prepare a license report, (b) allow the auditor to inspect the qibb Platform during regular business hours and with reasonable notice in order to monitor, assess and verify its use. While undertaking the audit, both Parties shall comply with the applicable data protection laws. The Customer shall ensure that no personal data is transmitted to the auditor and/or Techtriq in connection with the audit. If and insofar as the audit cannot be carried out without transmission of personal data to the auditor, the Customer shall take the necessary measures to ensure that only the personal data required for the performance of the audit are transmitted.

### 2.3.10 Malperformance and Defects (“Sachmängelhaftung”)

1. Techtriq warrants (“gewährleistet”) that during the Term of the Agreement, the qibb Platform and all updated versions thereof will perform materially in accordance with the Service Description (or any updated versions thereof) published via the qibb website.
2. The Service Description published via the qibb website shall not be deemed as guarantees (“Garantien”) unless explicitly and separately agreed between the Parties in writing.





3. Any malperformance or Defect must be notified by the Customer at least in electronic format, whereas the notification shall include a comprehensible description of the alleged malperformance or Defect. The Customer's statutory obligations to inspect the qibb Platform and the Support Services and give notices of Defects shall remain unaffected.
4. The Customer shall be entitled to the following remedies as set forth in the Service Levels:
  - a. Reduction of the Fees for the provision of the qibb Platform and the Support Services;
  - b. The Service Credits (if any) set forth in the Service Description;
  - c. Termination for good cause as set forth in section **Term and Termination**.
5. The Customer's claims for damages (if any) pursuant to the statutory provisions shall remain unaffected, however the limitations set forth in section **Liability ("Haftung") and Force Majeure** shall apply.
6. The Service Levels set forth in the Service Description shall remain unaffected.

## 2.4 Provisions with respect to the Related Services

### 2.4.1 General Scope of the Related Services

1. Techtriq will perform the Related Services for the Customer as set forth in the Order Form, subject to the terms and conditions of these GTC. The actual scope of the Related Services is described in the Order Form.
2. Related Services may consist of
  - a. training and knowledge transfer with respect to the qibb Platform;
  - b. supplemental implementation services such as "how-to" consultancy services with respect to (i) Customer Content, in particular workflows and solution designs implemented by the Customer on the qibb Platform, (ii) the integration of (third party) apps and (iii) implementation of solution designs;
  - c. go-live support as well as post-go-live support;
  - d. development of additional standardized features to the qibb Platform pursuant to the feature process set forth in the Service Description;
  - e. support with the customization of the standardized features of the qibb Platform (if any).
3. Techtriq will not provide any individual software development services.
4. Published via the qibb website contains a Service Description which states the general scope of the Related Services and the responsibilities of the Parties. To the extent necessary, the Service Description may provide a project plan with specific milestones for the Related Services to be rendered by Techtriq.



5. Techtriq may, at its own discretion, perform the Related Services on its own premises or via remote access.

#### 2.4.2 Techtriq's Responsibilities

1. Personnel that Techtriq assigns to perform the Related Services will be professional and experienced in the performance of the relevant Related Services. If the Customer, in its reasonable judgement, believes that personnel assigned to the Related Services does not meet these qualification requirements, Techtriq will in good faith discuss alternatives and will replace its personnel as reasonably necessary.
2. Where expressly stated in an Order Form, Techtriq will not remove Personnel named in the Order Form without the prior written permission of the Customer which shall not be refused but for reasonable grounds.

#### 2.4.3 Responsibilities of the Customer and Customer's Specific Cooperation Obligations

1. The Customer is obligated to acquire the certifications required for its personnel to implement solution designs on as well as use the qibb Platform.
2. The Customer acknowledges that timely access to applicable documents, information, resources, personnel, equipment, or facilities is essential for the provision of the Related Services.
3. The Customer agrees to provide such access and to reasonably cooperate with Techtriq during the provision of the Related Services. Techtriq will have no liability for any delay or deficiency of the Related Services to the extent resulting from the Customer's breach of its obligations under this section.

#### 2.4.4 License Grant to Deliverables (if any)

1. With respect to any Deliverables the Customer is exclusively granted the usage rights granted with respect to the qibb Platform.
2. The provisions in Section **Access and License Grant, Usage Restrictions** shall apply correspondingly to rights and licenses regarding the Deliverables.

#### 2.4.5 Change Requests and Change Orders

1. The Customer may submit written requests to Techtriq to change the scope of the Related Services under an existing Agreement. Techtriq shall promptly notify the Customer if it believes that the requested change requires an adjustment to the Fees, schedule, assumptions, or scope for the performance of the Related Services. Neither Party is bound by a change request unless agreed in writing by both Parties pursuant to a mutually executed amendment or change order to the Agreement.



2. Techtriq shall continue to perform the Related Services pursuant to the existing Agreement unless the Parties mutually agree to such amendment or change order.

#### 2.4.6 Acceptance

1. The Parties agree that only the Customer shall be responsible for an acceptance of the implementation of Customer Content and customization (if any) of the qibb Platform either by itself or by its respective End Customer.
2. If no other deadline is specified in the Order Form and its Annexes, the Customer shall accept all Deliverables (if any) within ten (10) business days of submission for acceptance, provided that the Deliverables are free of material Defects. The Deliverables are free of material Defects if they essentially fulfill the acceptance criteria agreed in the Order Form. If no specific acceptance criteria have been agreed, Deliverables shall be free of material Defects if they essentially meet the quality described in the Service Description. Insignificant deviations from acceptance criteria and/or the Service Description shall not be deemed to be material Defects and shall not prevent acceptance; Techtriq shall, however, remedy such Defects within a reasonable period of time at its discretion by remediation of Defects or replacement.
3. If material Defects exist, the Customer shall notify Techtriq of these in writing within the acceptance period. If the Customer does not inform Techtriq in due form of any Defects that could prevent acceptance by the end of the acceptance period, the Deliverables in question shall be deemed to have been accepted. The same shall apply if the Customer notifies Techtriq in due form and time of any Defects that prevent acceptance, Techtriq submits the relevant Deliverables to the Customer again as "Defects remedied" and the Customer does not object within five (5) business days; however, this consequence shall occur at the earliest on expiration of the acceptance period.

#### 2.4.7 Mal-Performance

1. Techtriq warrants ("gewährleistet") that: (i) each Related Service and Deliverables (if any) shall operate in substantial conformity with the applicable Service Description comprised in the Order Form and (ii) Related Services and Deliverables (if any) shall be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the Order Form.
2. This warranty shall not apply if the Defect or non-conformity was caused by misuse of the Related Service or Deliverables (if any), modifications to the Related Service or Deliverables (if any) by the Customer or any third-party, or third-party hardware, software, or services used in connection with the Related Service or Deliverable (if any).
3. If Techtriq is not able to correct any reported Defect or non-conformity with the warranties set above within reasonable time, either Party may terminate the Agreement for good cause as set forth in section **Term and Termination** (3).



### 3 Data Processing Agreement (DPA)

#### qibb Data Processing Agreement pursuant to Art. 28 GDPR

Between the Customer (Controller as defined by the GDPR hereinafter referred to as “the Controller”) and Techtriq (Processor as defined by the GDPR)

#### 3.1 Subject of this DPA

1. The Processor processes Personal Data within the meaning of Article 4 (1) GDPR on behalf of the Controller according to Article 5 GDPR. This includes activities specified in the Order Form and its Annexes, entered on Effective Date between the Parties (hereinafter referred to as the “Agreement”) and specified in the terms of reference contained therein.
2. In particular, the following data are part of the data processing:

Type of data	Categories of data subjects	Purpose of data processing	Circle of the affected data subjects
<p>The Controller determines the type of data through its selection of the services to be provided, the configuration of the services, the utilization of the services and the submission of the personal data. While the services are provided personal data such as customer data and customer related information is processed, in particular:</p> <ul style="list-style-type: none"> <li>• Customer data: <ul style="list-style-type: none"> <li>○ First and given name</li> <li>○ Email address</li> <li>○ Phone</li> <li>○ IP address</li> </ul> </li> <li>• Other customer related information when using the services: <ul style="list-style-type: none"> <li>○ Account information</li> <li>○ Usage data</li> <li>○ Metadata of the services <ul style="list-style-type: none"> <li>▪ Protocol data</li> <li>▪ Device data</li> </ul> </li> </ul> </li> </ul>	<p>The categories of persons affected by processing include:</p> <ul style="list-style-type: none"> <li>• Customers</li> <li>• Prospects</li> <li>• Subscribers</li> <li>• Employees</li> <li>• Suppliers</li> <li>• Sales representative</li> <li>• Contact persons</li> </ul>	<p>The Processor processes the personal data to the extent required to provide the services. The purposes are, in particular:</p> <ul style="list-style-type: none"> <li>• Contract management, inkling pre-sales activities</li> <li>• Provision, maintaining and updating the services</li> <li>• Identity and access management during registration and login</li> <li>• Communication with users through the response to requests, questions and defect remedies</li> <li>• Submission of emails and other</li> </ul>	<p>The Controller determines the circle of affected data subjects through its selection of the services to be provided, the configuration of the services, the utilization of the services and the submission of the personal data.</p>

Type of data	Categories of data subjects	Purpose of data processing	Circle of the affected data subjects
<ul style="list-style-type: none"> <li>▪ Location data</li> </ul>		<p>means of communication</p> <ul style="list-style-type: none"> <li>• Invoicing, customer account administration and other back-office-related matters</li> <li>• Auditing and prevention of security incidents and misappropriation</li> </ul>	

### 3.2 Definitions

1. Pursuant to Article 4 (7) GDPR, the Controller is that party which, on its own or together with other controllers, decides on the purposes and means of processing Personal Data.
2. According to Article 4 (8) GDPR, the Processor is a natural or legal person, public authority, institution or other body that processes Personal Data on behalf of the Controller.
3. Personal Data, pursuant to Article 4 (1) GDPR, is any information relating to an identified or identifiable natural person (hereinafter referred to as "Data Subject"). A natural person is considered to be identifiable if they can be directly or indirectly identified, in particular by means of an identifier such as a name, an identification number, location data, an online identifier or one or more special characteristics expressing the physical, physiological, genetic, mental, economic, cultural or social identity of this natural person.
4. Processing, pursuant to Article 4 (2) GDPR, means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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.
5. A Supervisory Authority, within the meaning of Article 4 (21) GDPR, is an independent public authority established by any one of the Member States, in accordance with Article 51 GDPR.

### 3.3 Responsibility

1. Within the framework of this DPA, the Controller is responsible for compliance with the statutory provisions, in particular for the lawfulness of data transmission to the Processor and the legality of the data responsibility (“Controller” within the meaning of Article 4 No. 7 GDPR).
2. The Controller and the Processor ensure that the persons authorized to process the Personal Data have committed themselves to confidentiality or are subject to an appropriate statutory confidentiality obligation. For this purpose, all persons who are able to access the Controller’s Personal Data for handling of the DPA must be obligated to maintain data confidentiality and be informed about their data protection obligations. Each Party is responsible for the obligation of its own personnel. Furthermore, the personal deployed must be informed that the data confidentiality obligation shall continue even after the activity has been completed.
3. The Processor and the Controller are responsible for complying with the relevant data protection laws with regard to the data to be processed.

### 3.4 Duration of the Agreement

1. The DPA becomes effective upon signing. The term corresponds to the Term or Renewal Term (if any) of the Agreement.
2. The Parties are always aware that no (further) data processing may be carried out without the existence of a valid data processing agreement, for example, when the present DPA has expired.
3. The right to terminate without notice for good cause remains unaffected.
4. Terminations must be in writing to be effective.

### 3.5 Authority of the Controller

1. The data shall exclusively be handled within the framework of the agreements made and according to documented instructions of the Controller. This obligation excludes circumstances under which the Processor has to process the data based on mandatory legal provisions. In such situations, the Processor shall, as far as possible, inform the Controller about the corresponding legal requirements prior to commencement of processing. The Controller reserves the right to give instructions regarding the type, scope and procedure of the data processing within the context of this DPA and may specify these instructions further on by issuing individual instructions.
2. The instructions of the Controller are documented by the Processor and made available to the Controller as a signed copy immediately after the documentation has been completed.

### 3.6 Place of Performance

1. The Processor shall provide the contractual services in the European Union (EU) or in the European Economic Area (EEA). Any transfer to a third country requires the prior approval by Controller and may only take place if the specific requirements of Art. 44 subsequent GDPR and regulatory requirements are met.
2. If the data processing under this DPA and the legal requirements for the processing of Personal Data as part of this agreement or for the transmission of Personal Data abroad are permissible, the Processor shall guarantee compliance with and implementation of legal requirements to ensure an adequate level of data protection in case of change of service location and in cross-border data transfers.

### 3.7 Obligations of the Processor

1. The Processor may only collect, process or use data within the scope of this agreement and according to the instructions of the Controller.
2. The Processor shall design the in-house organization in his area of responsibility in such a way that it meets the special requirements of data protection. The Processor shall take technical and organizational measures to adequately safeguard the Controller's data against misuse and loss that meet the requirements of the relevant data protection regulations. Upon request, the Processor must show proof of these measures to the Controller and, if necessary, to the Supervisory Authority. This proof particularly includes the implementation of the measures resulting from Article 32 GDPR.
3. The technical and organizational measures are subject to technical progress and further development. In that regard, the Processor is permitted to implement alternative, demonstrably adequate measures. It must be ensured that the contractually agreed level of protection is met. Significant changes must be documented.
4. The Processor himself maintains a record of processing activities within the meaning of Article 30 GDPR. On request, the Processor shall provide the Controller with the information required for the overview pursuant to Article 30 GDPR. Furthermore, the Processor shall make the record available to the supervisory authority upon request.
5. The Processor shall assist the Controller with any necessary data protection impact assessment by providing all information available to him. In the event prior consultation of the competent authority is required, the Processor shall also support the Controller in this respect.
6. If required by applicable law the Processor shall appoint a data protection officer. If the data protection officer changes, the Controller must be informed immediately in writing. The Processor guarantees that the requirements with regard to the data protection officer and the data protection officer's activities are fulfilled in

- accordance with Article 38 GDPR. If the Processor does not have an appointed data protection officer, the Processor shall appoint a contact person for the Controller.
7. The Processor shall inform the Controller immediately in case of violations of regulations regarding the protection of the Controller's Personal Data or the stipulations made in the DPA committed by the Processor or the persons employed by the Processor within the scope of this Agreement. The Processor shall take the necessary measures to safeguard the data and to mitigate possible adverse consequences for the persons concerned and shall immediately discuss them with the Controller. The Processor assists the Controller in fulfilling the Controller's duty to inform the relevant Supervisory Authority or the Data Subject about any infringement of the protection of Personal Data pursuant to Article 33, 34 GDPR.
  8. Insofar as a Data Subject should contact the Processor directly for the purpose of rectification or deletion of their data, the Processor shall immediately forward this request to the Controller.
  9. Transferred data carriers as well as all copies or reproductions made thereof remain the property of the Controller. The Processor must keep these safe so that they are not accessible to third parties. The Processor is obliged to provide the Controller with information at any time as far as the Controller's data and documents are concerned.
  10. If the Controller is obligated by data protection laws to give information to a Data Subject concerning the collection, processing or use of data on that person, the Processor shall assist the Controller in providing this information, provided the Controller has requested the Processor to do so in writing.
  11. The Processor shall inform the Controller immediately about any controls and measures taken by the supervisory authorities or if a supervisory authority investigates the Processor.
  12. The Processor shall inform the Controller immediately if, in the Processor's opinion, an instruction issued by the Controller violates statutory provisions. The Processor is entitled to suspend the execution of the corresponding instruction until it has been confirmed or changed by the Controller.
  13. If the data of the Controller are endangered by assignment or seizure, a bankruptcy or settlement procedure, or by other events or measures of third parties, the Processor shall inform the Controller immediately. The Processor shall immediately inform all those responsible in this context that the sovereignty and the ownership of the data are exclusively with the Controller as Controller as defined by the GDPR.
  14. The Processor shall not use the data provided for any purpose other than the performance of the DPA and shall not use any means of processing that have not been previously approved by the Controller.
  15. The Processor shall not store data that is subject to special secrecy on systems that are beyond the control of the Controller or that are not subject to seizure protection.



16. If the Processor is required by law of the Union or Member States to process the data in other ways, the Processor shall inform the Controller of these legal requirements prior to processing.
17. The fulfilment of the aforementioned obligations shall be verified by the Processor, as well as documented and proven to the Controller in a suitable manner upon request.

### 3.8 Obligations of the Controller

1. The Controller alone is responsible for the assessment of the admissibility of the data processing and for the protection of the rights of the persons concerned. The Controller shall ensure within his area of responsibility that the legally required conditions (such as by obtaining consent for the processing of the data) are maintained so that the Processor can provide the agreed services without violating the law.
2. The Controller bears responsibility under data protection law with regard to the procedure for automated processing of Personal Data used by the Processor and approved by the Controller and is also obliged to keep a log of processing activities in addition to the Processor's obligation to keep such a log.
3. The Controller is responsible for the information obligations resulting from Article 33, 34 GDPR to the supervisory authority or those affected by an infringement of the protection of Personal Data.
4. The Controller shall stipulate the procedure for the return of provided data media and/or deletion of the stored data after completion of the order by contract or by instruction.

### 3.9 Auditing Rights of the Controller

1. The Controller has the right to inspect the compliance with the provisions laid down in this agreement as well the technical and organizational measures specified in Appendix 1 or have them inspected by a commissioned inspector.
2. For this purpose, the Controller may for instance:
  - a. consider privacy-related certifications or privacy seals and marks,
  - b. obtain self-disclosure in writing from the Processor,
  - c. receive an attestation by an expert or
  - d. have a competent third Party, who is not a competitor of the Processor, verify compliance with regulations after timely registration during normal business hours without disturbing business operations.
3. If, in the context of this agreement the Processor or the Processor's employees have breached the provisions for the protection of the Controller's Personal Data or

the stipulations made in this agreement, an appropriate inspection can also be conducted without timely registration. A disruption of the operations of the Processor should be avoided as much as possible.

4. The execution of the order verification by means of regular inspections with regard to the execution or fulfillment of this agreement, in particular, compliance and possibly necessary adaptation of regulations and measures for the execution of the order shall be supported by the Processor. In particular, the Processor undertakes to provide the Controller, upon written request, with all information necessary to carry out an inspection within a reasonable period of time.

### **3.10 Correction and Limitation on Processing, Deletion, and Return of Data Media**

1. During the current commissioning, the Processor corrects, deletes, or blocks the contractual data only based on instructions from the Controller.
2. If destruction of data carriers and other materials is to be carried out during the ongoing commissioning, the Processor shall carry out such destruction in a manner demonstrably compliant with the data protection regulations and based solely on the respective individual instruction by the Controller. This does not apply if a corresponding provision has already been made in the Service Agreement.
3. In certain cases which are explicitly defined by the Controller storage or handover to the Controller shall be carried out.
4. Upon completion of the provision of the processing services, the Processor shall either delete or return any Personal Data at the sole discretion of the Controller, unless there is an obligation to store the Personal Data under union law or national law applicable to the Processor. The same applies to all data containing business or trade secrets of the Controller. The log pertaining to the deletion must be submitted upon request.
5. Documentation serving as proof of orderly and proper data processing must be kept by the Processor according to the respective retention periods beyond the expiration of the DPA. The Processor can hand them over to the Controller for his relief at the end of this agreement.
6. The Controller may at any time, i.e. during the term of the agreement as well as after the termination of the agreement, request the correction, deletion, processing restriction (blocking), and publication of data by the Processor as long as the Processor has the ability to comply with this request.
7. The Processor shall correct, delete, or block the contractual data if instructed by the Controller. The Processor is responsible for the destruction of data media and other materials in accordance with data protection based on a specific order by the Controller, unless otherwise agreed in individual cases. In special cases to be determined by the Controller, the data shall be stored or transferred. Insofar as a



Data Subject should contact the Processor directly for the purpose of rectification or deletion of their data, the Processor shall immediately forward this request to the Controller.

8. Should the Controller not be able to take back the data, the Controller shall inform the Processor in writing in good time. The Processor is then entitled to delete Personal Data on behalf of the Controller.

### 3.11 Subcontractors

1. The Processor is only entitled to engage subcontractors with the explicit prior consent of the Controller. The Controller gives its explicit consent to the engagement of the following Subcontractors:

Subcontractor	Data collected or shared	Purpose
1 Amazon Web Services EMEA SARL AWS EMEA Legal 38 Avenue John F. Kennedy L-1855 Luxemburg	Technical customer data	Data storage and data processing required for the use of the services
2 Atlassian. Pty Ltd Level 6, 341 George Street, Sydney NSW 2000, Australia	Customer name, project details, etc,	Platform for customer support and project management
3 CHARGE BEE INC 340 S. Lemon Ave #1537 Walnut, California 91789 United States	Customer name, contact details, address and billing information	Quote, order and subscription management including billing, invoicing, dunning and reporting
4 HubSpot, Inc. 25 First Street, 2nd Floor Cambridge, MA 02141 , USA	Customer name and contact details	Platform for inbound marketing, sales, CRM
5 ORACLE CORPORATION UK LIMITED Oracle Parkway, Thames Valley Park Reading, Berkshire, RG6 1RA Registered Office Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA	Customer name, address and billing information	Order and subscription management including billing, invoicing, dunning and reporting
6 Qvest Group GmbH Mathias-Brüggen-Str. 65a 50829 Cologne, Germany	Customer name, address and billing information	Accounting services including bookkeeping, reporting and year end reports, payments
7 RSM GmbH Wirtschaftsprüfungs-gesellschaft   Steuer-beratungsgesellschaft Barlastraße 14, 56856 Zell	Customer name, address and billing information	Accounting services including bookkeeping, reporting and year end reports

Notwithstanding the obligation in 1. the Processor must engage any subcontractors in accordance with the provisions of this DPA and thereby ensure that the Controller is also able to exercise his rights under this agreement (in particular his inspection and



verification rights) directly with the subcontractors. The Processor shall provide proof to the Controller on request concerning the conclusion of the aforementioned agreements with his subcontractors.