HeroDevs Subscription Agreement

This HeroDevs Subscription Agreement (the "**Agreement**") is entered into by and between HeroDevs, Inc. with a principal place of business at 8850 S 700 E, #2437, Sandy, UT 84070 ("**HeroDevs**") and [*Insert Customer Name*] with a principal place of business located at [*insert Customer address*] ("**Customer**"). This Agreement shall be effective as of the latest signature affixed hereto ("**Agreement Effective Date**").

1. **SCOPE OF THE AGREEMENT**

    1.1.   This Agreement establishes the terms and conditions which shall govern Customers use of the Subscription Services (as defined herein), and HeroDevs obligations with respect to the provision of such Subscription Services.

2. **THE SUBSCRIPTION SERVICES**

    2.1.   HeroDevs provides a separately maintained and modified version of the Community Software (defined below) (the "**Software**"). The Software is not provided as a Software-as-a-Service (SaaS), and HeroDevs does not require, nor desire to receive, any direct, remote or other access to Customer' system(s) and/or environment(s).

    2.2.   As part of the services offering, HeroDevs provides access to updates, compatibility and security fixes, and other support services with respect to the Software, as set forth in the attached Appendix 1 Subscription Services Offerings (the "**Services**"). The provision of Software and Services shall collectively be referred to as the "**Subscription Services**". HeroDevs Subscription Services may be referred to as "**Never-Ending Support**", or "**NES**".

    2.3.   Customer acknowledges and agrees that the Services are provided solely with respect to the Software, and do not include any right by Customer to use the Services for the publicly available community software (the "**Community Software**").

    2.4.   Customer further acknowledges and agrees that HeroDevs has no obligation to provide the Subscription Services or any other support for the Community Software. With respect to the Services, and HeroDevs obligations set forth herein, such obligations shall only extend to the Software during an active Subscription Term, and not the Community Software.

    2.5.   The details of the Subscription Services to be provided under this Agreement, including Subscription Services SLA's and the definition(s) of Units, are set forth in the Subscription Services Offerings attached as Appendix 1.

3. **ORDERING**

    3.1.   Unless otherwise agreed to in writing, the terms of the Order Form and this Agreement, of which it is a part, shall govern the use and provision of the Subscription Services. This shall include any purchase(s) made from a third party reseller of HeroDevs (a "**Partner**").

3.2.   The purchase of Subscription Services shall take place through, (i) the HeroDevs website portal ("**Web-Portal**"), (ii) a HeroDevs Partner, or (iii) entering into a written order form between Customer and HeroDevs that sets forth the applicable Subscription Services, term, price, currency, Unit quantity (e.g., number of Users) and any other applicable transaction details ("**Order Form**"). Such Order Form shall be executed by representatives of each party that have the authority to enter into agreements. In the event the Subscription Services are purchased via the Web-Portal, or a HeroDevs Partner, Customer shall be required to enter into and agree to this Agreement. HeroDevs obligations to Customer shall at all times be those set forth in this Agreement. Unless otherwise specifically stated herein, reference(s) to Order Form(s) within this Agreement shall include Customer purchases via the Web-Portal.

3.3.   Unless otherwise agreed to in writing, all fees ("**Fees**") stated in an Order Form shall be due and payable in United States Dollars, net thirty (30) days upon Customer's receipt of invoice ("**Payment Term**"). Any Fees not paid during the Payment Term shall be subject to a half percent (.5%) interest per month, or the maximum amount permitted by applicable law, whichever is lower. With the exception of termination as set forth in Section 7.5 (Term & Termination), all Fees are non-refundable. With respect to Web-Portal purchases, all Fees shall be due and payable immediately.

3.4.   In the event Customer fails to render payment during the Payment Term, and an additional thirty (30) days has elapsed, HeroDevs may (at its sole discretion), and in addition to any available rights at law and equity, (i) suspend the provision of Subscription Services, or (ii) terminate this Agreement in accordance with Section 7.5.

3.5.   Customer shall be responsible for any taxes, duties, and customs fees associated with the purchase of the Subscription Services ("**Tax(es)**"), excluding taxes based solely on HeroDevs' income. For the avoidance of doubt, all Fees are exclusive of applicable Taxes, and in the event HeroDevs is obligated to pay or otherwise collect Taxes on behalf of Customer, Customer will be invoiced for such amount(s) in addition to the Fees stated on the Order Form, unless Customer provides a valid tax exemption certificate. Customer shall provide a valid tax exemption certificate to HeroDevs in writing and in advance of the execution of an Order Form.

3.6.   The Subscription Services shall be provided based upon the applicable Unit Definition detailed in Appendix 1 (the "**Units**"). At all times during the Subscription Term, and as required to receive the Subscription Services, Customer shall purchase (and maintain) the same quantity of Units for Subscription Services as are deployed or used by Customer.

4.   ADDITIONAL UNITS AND SERVICES

4.1.   During the Subscription Term, Customer may, subject to this Agreement, activate and use Add-On Services. "**Add-On Services**" are additional Units, or additional

HeroDevs Offerings, in excess of those that have been purchased. Add-On Services shall be co-termed to the underlying Subscription Term.

4.2. Upon HeroDevs request, Customer shall, (i) provide a report no later than thirty (30) days prior to the end of the annual Subscription Term of all Subscription Services (including Add-On Services) used or deployed during said Subscription Term ("**Annual Report**"), and (ii) be obligated to pay for such Add-On Services used during the previous twelve (12) month Subscription Term. For the avoidance of doubt, Customer shall not have the right to report less than the number of Units originally purchased. Additional Units captured in the Annual Report shall be pro-rated and priced at the same cost as the original Subscription Services. Net-new HeroDevs Offerings shall be pro-rated and priced at the then current list price. HeroDevs shall provide Customer with the necessary right(s) and mechanism(s) to enable Customer to generate the Annual Report. Upon receipt of the Annual Report, HeroDevs shall invoice Customer the applicable Fees, which will be paid in accordance with Section 3 of this Agreement.

4.3. In the event an Annual Report is not provided, (i) all Add-On Services used or deployed by Customer shall not include any pro-ration, set-off or deduction to account for term of use, or otherwise, and (ii) such Add-On Services shall be priced at the then current list-price.

5. LICENSE

5.1. HeroDevs provides Customer, upon the execution of this Agreement, or acceptance to this Agreement via reference in an Order Form, a free, non-exclusive, non-sublicensable license to use the Software, including the right to use any applicable Services rendered in support of such Software, during an active Subscription Term.

5.2. Customer may use the Subscription Services provided that Customer shall:

5.2.1. Download and host copies of the Subscription Services within Customer's infrastructure / environment (i.e., servers);

5.2.2. Ensure Subscription Services shall only be used (i) by Users (including Free Users) employed, or contracted on behalf of, Customer, and (ii) for the applicable Software product(s) and quantity of Units as set forth on the Order Form, or as agreed to between Customer and Partner;

5.2.3. Only use the Subscription Services for its own internal use and not distribute, or otherwise make the Subscription Services, available to any third party;

5.2.4. Not remove notices of trademark, copyright, patent, and other intellectual property rights as contained in the Subscription Services and associated documentation;

5.2.5. Not rent, lease or sell the Subscription Services or any features or functions of the Subscription Services to any third parties;

5.2.6. Make commercially reasonable efforts to prevent any unauthorized disclosure or use of the Subscriptions Services, which may include compiling, bundling, obfuscating, or other standard industry practices; and

5.2.7. Not use the Subscription Services for the purposes of, (i) benchmarking HeroDevs against any other third party (or Customer) offering(s), or (ii) any violation of applicable laws, rules or regulations.

5.3. HeroDevs shall own all right, title, and interest in and to the Services. This shall include any (i) materials, ideas, and items that are conceived, made, discovered, written, or created by us in connection with providing the Subscription Services; (ii) all intellectual property, proprietary rights and underlying source code and object code in and to the foregoing; and (iii) all other intellectual property owned by HeroDevs, including all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how. Except as expressly set forth herein, or as required by the license for the Community Software, HeroDevs does not convey any rights to Customer or any third party.

6. WARRANTIES

6.1. With respect to the Subscription Services, provided during an active Subscription Term, HeroDevs represents and warrants that, (i) it has the authority to enter into this Agreement, (ii) HeroDevs is in compliance with all applicable open source software obligations, (iii) the Services shall be provided in accordance with this Agreement, including as set forth in Appendix 1 Subscription Services Offerings, and (iv) HeroDevs at all times shall use commercially reasonable efforts to ensure the Subscription Services are provided to Customer free of viruses, worms, Trojan horses, spyware or other malicious code ("**Malicious Code**"); provided that, in the event of the provision of Malicious Code, caused by HeroDevs or otherwise, HeroDevs shall promptly use commercially reasonable best efforts to find and remediate such Malicious Code as set forth in the applicable Subscription Services SLA(s).

6.2. In the event HeroDevs has not complied with the warranties set forth within this Section 6, Customer shall notify HeroDevs immediately in writing and HeroDevs shall have thirty (30) days to remedy such non-compliance. In the event HeroDevs is unable to remedy such non-compliance after the thirty (30) day period, Customer's sole and exclusive remedy shall be to terminate the Order Form and this Agreement, and receive a prorated refund for any unused amount(s) associated with the applicable Subscription Term.

6.3. Customer represents and warrants that, (i) its use of the Subscription Services shall comply with all applicable laws, rules and regulations, (ii) for each instance of Subscription Services, Customer shall maintain an active and valid Subscription (as defined in Appendix 1) for each Unit.

6.4. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. HERODEVS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE COMMUNITY SOFTWARE. HERODEVS DOES NOT

WARRANT THAT THE SUBSCRIPTION SERVICES WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME OR THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO CUSTOMER AS PART OF THE SUBSCRIPTION SERVICES WILL BE CORRECTED. FURTHERMORE, HERODEVS IS NOT BE LIABLE FOR ANY CONTENT YOU CREATE, PROVIDE OR DELIVER WHICH IS MADE POSSIBLE BY USE OF THE SOFTWARE ("**CUSTOMER CONTENT**").

7. TERM & TERMINATION

7.1. The Term of this Agreement shall commence upon the Agreement Effective Date, and continue until terminated in accordance with the provisions set forth herein.

7.2. Unless otherwise agreed to in writing, including in an executed Order Form, the Subscription Services shall be provided on an annual basis ("**Subscription Term**"), and shall automatically renew for successive twelve (12) month periods, unless either party gives notice of its intention to not renew no later than thirty (30) days prior the expiration of the applicable Subscription Term. The renewal of the Subscription Term will include the same quantity as originally purchased, as well as any Add-On Services set forth in the Annual Report or as deployed by Customer, whichever is greater. The renewal of a Subscription Term, for the same Subscription Services, may be initiated upon Customer issuing a purchase order (or other similar document), provided that any such renewal, and use of Subscription Services, shall be governed by this Agreement.

7.3. The Subscription Term shall commence upon the earlier of, (i) the date set forth in the Order Form, or (ii) the date in which Customer accesses the Subscription Services ("**Subscription Term Start Date**").

7.4. This Agreement shall apply to any and all use of the Subscription Services by Customer. In the event of any conflict between the terms of this Agreement, and any other terms and conditions provided by Customer, including but not limited to those set forth in a purchase order or other 'pass-through' contract(s), the terms of this Agreement (and applicable Order Form) shall control.

7.5. Either party may terminate this Agreement and an Order Form if: (i) the other party is in material breach of the terms of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach, or (ii) either party becomes the subject of a petition for bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event of termination due to HeroDevs inability to satisfy a warranty under Section 6.2, Customer shall receive a prorated refund of Fees with respect to the Subscription Services not yet delivered under the Subscription Term. Customer shall not be entitled to any refund of Fees for any other termination.

7.6. Upon termination of this Agreement, Customer shall no longer use the Services. Customer may continue to use any Software it obtained prior to termination, provided that such use is without any obligation to HeroDevs to provide further support.

8. CONFIDENTIALITY

8.1. "**Confidential Information"** means non-public, proprietary, business, technical, security, legal, or financial information that is either marked or identified as Confidential Information or would reasonably be understood to be confidential, including source code, processes, services, trade secrets, marketing and business plans, client lists, financial information, system architecture, security programs, and intellectual property. Notwithstanding the foregoing, Confidential Information does not include information that: (a) the receiving party possesses without a duty to keep confidential prior to acquiring it from the disclosing party; (b) is or becomes publicly available through no violation of this Agreement by the receiving party; (c) is given to the receiving party by a third-party not under a confidentiality obligation to the disclosing party; or (d) is developed by the receiving party independently of, and without reliance on, confidential or proprietary information provided by the disclosing party.

8.2. Each party may be given access to Confidential Information of the other party in connection with this Agreement. The receiving party may only use the Confidential Information as provided for in this Agreement or to exercise its rights hereunder and may only share this Confidential Information with its employees, agents, advisors and service providers who need to know it, provided they are subject to similar confidentiality obligations. The receiving party will use the same degree of care, but no less than a reasonable degree of care, as such party uses with respect to its own Confidential Information to protect the disclosing party's Confidential Information and to prevent any unauthorized use or disclosure thereof. If the receiving party is compelled by law to disclose the other party's Confidential Information, it will use commercially reasonable efforts to give the disclosing party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.Whenever any Confidential Information must be disclosed in any legal proceeding, the disclosing party shall use reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such Confidential Information.

8.3. The Confidential Information shall be protected by each party, as set forth herein, for a period of no less than three (3) years after it was first received; provided that, any Confidential Information which qualifies as a trade secret shall be treated as confidential as described in Section 8.2 above until such time that is no longer confidential.

8.4. Each party acknowledges that any breach, threatened or actual, of this Section 8 may cause irreparable injury to the other party for which there may not be an adequate remedy at law. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

8.5. With respect to the protection of Customer information, the terms of the Data Processing Addendum located attached as Appendix 3 ("**DPA**") are incorporated

into this Agreement. The DPA shall apply to the extent any Customer Personal Data (as defined in the DPA) is provided to HeroDevs.

9. **AUDIT & RECORDS**

9.1. In accordance with this Agreement, HeroDevs shall have the right to verify electronically (or otherwise), and generate, or reasonably request Customer to generate and provide, reports related to Customer's installation of, access to, and use of the Subscription Services to ensure compliance with the terms of this Agreement.

9.2. In addition to the rights set forth in Section 9.1, HeroDevs shall have the right, no more than once per year, to have an independent auditor (as approved by Customer) conduct an audit of Customer's use of the Subscription Services. Upon conclusion of such audit, Customer shall provide written certification stating its compliance with the terms of this Agreement, including with respect to, (i) purchase of the applicable number of Unit(s), and (ii) each User having a valid Subscription. In the event the audit discloses that Customer's use of the Subscription Services exceeds those purchased, Customer shall be obligated to render payment for all such instance(s) of use, which shall be prorated and retroactive to the original Subscription Term for which they apply; provided that, if such use does not apply to any active Subscription Term, Customer shall be obligated to pay for the period of time in which the Subscription Services were used. Customer shall reimburse HeroDevs for the cost of the audit if the audit reports that the Subscription Services used exceed by more than ten percent (10%) the number self-reported by Customer in any Annual Report.

9.3. Each party shall maintain records during the term of this Agreement and for a period of two (2) years thereafter, or as otherwise required by applicable law.

10. **LIMITATION OF LIABILITY**

10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (REGARDLESS OF THE BASIS OR TYPE OF CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR ANY LOST PROFITS, REVENUES OR DATA, BUSINESS INTERRUPTION, DEPLETION OF GOODWILL, COVER, OR INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS. FOR THE AVOIDANCE OF DOUBT, HERODEVS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY CUSTOMER AS A RESULT OF (I) ANY CHANGES TO THE SERVICES; (II) CUSTOMERS' FAILURE TO KEEP PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; (III) CLAIMS RESULTING FROM CUSTOMER CONTENT; OR (IV) CUSTOMER FAILURE TO BACK UP CONTENT.

10.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO

THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) WILL NOT EXCEED THE FEES PAID WITHIN THE TWELVE (12) MONTHS PRIOR TO ANY SUCH CLAIM.

10.3. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, AND ANY EXCLUSION OF DAMAGES INCLUDED HEREIN REPRESENT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE) WHICH IS REFLECTED BY THE FEES PAID.

11. INDEMNIFICATION

11.1. HeroDevs will defend Customer, Customer officers, directors and employees ("**Customer Indemnified Parties**") against any third party claim, demand, suit or proceeding (a "**Claim**") made or brought against the Customer Indemnified Parties alleging that the Services infringe upon the intellectual property rights of such third party. HeroDevs will indemnify the Customer Indemnified Parties from any finally awarded damages or settlement amount and reasonable expenses (including attorneys' fees) to the extent arising from such Claim. Notwithstanding the foregoing, HeroDevs will not be obligated to indemnify the Customer Indemnified Parties if a Claim arises from: (a) Customer Content; (b) Customer misuse of the Services in violation of this Agreement, (c) Customer's breach of license(s) for Community Software; (d) Customer's use of the Services in combination with any products, services, or technology provided by a third-party, if the use would not infringe without such combination or modification; or (e) continued use of the Services after HeroDevs has notified Customer to discontinue use. If a Claim is made or threatened, HeroDevs may, at its sole discretion: (i) replace or modify the infringing Services to be non-infringing (but functionally equivalent); (ii) procure the right for Customer to continue using the Services, or (iii) terminate the Subscription Services and provide a prorated refund for any unused amount(s) with respect to the Subscription Term.

11.2. Customer shall indemnify HeroDevs, HeroDevs officers, directors and employees ("**HeroDevs Indemnified Parties**") against any Claim brought against HeroDevs Indemnified Parties based upon, (a) Customer's breach of the terms of this Agreement, including the misuse or provision of unauthorized access to the Subscription Services, and/or (b) Customer Content.

11.3. A party seeking indemnification ("**Indemnified Party**") will provide the other party ("**Indemnifying Party**") prompt written notice upon becoming aware of any Claim subject to indemnification hereunder (a delay in providing notice does not excuse these obligations unless the Indemnifying Party is prejudiced by such delay) and reasonable cooperation to the Indemnifying Party in the defense, investigation or settlement of any Claim at the Indemnifying Party's expense. The Indemnifying Party will have sole control of such defense, provided that the Indemnified Party may participate in its own defense at its sole expense. The Indemnifying Party may not settle a Claim without the Indemnified Party's consent if such settlement imposes a payment or other obligation on the Indemnified Party. This Section

states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy for, any claim or action described in this Section.

12.   MISCELLANEOUS

12.1.   Notices may be provided to Customer via email or courier mail. All notices to HeroDevs shall be in writing and delivered to the address set forth in the introduction to this Agreement, with a copy sent to legal@herodevs.com. Physical addresses, email addresses or other contact information of Customer shall be as set forth in the Order Form.

12.2.   This Agreement will be governed by the laws of the State of Utah, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in Salt Lake City County, Utah, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by the Parties with respect to this Agreement and the transactions contemplated hereby.

12.3.   In the event of any conflict between the terms of this Agreement or an Order Form, the Order Form shall control.

12.4.   Neither party is liable for delay or default hereunder if caused by conditions beyond its reasonable control, including natural disasters, acts of God, hacker attacks, acts of terror or war, riots, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures.

12.5.   The Software and Services are the same for all customers, and represent commercial "off-the-shelf" software. HeroDevs will not provide custom services under this Agreement, and in the event such custom services are needed, the parties will enter into a separate agreement for the provision of professional services.

12.6.   This Agreement does not create or imply any agency, partnership, or franchise relationship. This Agreement is intended for the benefit of the parties and not any third party. Neither party has the authority to assume or create any obligation on behalf of the other party.

12.7.   Neither the rights nor the obligations set forth under this Agreement are assignable or transferable by either party without the other party's prior written consent, which shall not be unreasonably withheld or delayed, and any attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may assign this agreement without the consent of the other party to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets in aggregate. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

12.8.   The Software and and Services are "commercial items" as those terms are defined at 48 C.F.R. §2.101 and consist of "commercial computer software" and "commercial software documentation" as such terms are used in 48 C.F.R. §12.212. Accordingly, if Customer is the U.S. Government or any contractor for

the U.S. government, Customer shall receive only those rights with respect to the Software and the Services as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government Customers and their contractors.

12.9. If Customer is a U.S. government entity subject to either the Federal Acquisition Requirements ("**FAR"**) or Defense Federal Acquisition Regulation Supplement ("**DFARS**"), collectively referred to as "**Federal Requirements"**, the Order Form shall set forth the provisions of applicable Federal Requirements which override any provisions of this Agreement. Except as set forth in the Order Form, the terms of this Agreement shall apply.

12.10. Sections 4.2, 5.1, 5.3, 6.2, 6.4, 8,9,10,11 and 12 shall survive the termination of this Agreement.

12.11. This Agreement, together with the respective Order Form(s), constitute the entire legal agreement with respect to the Subscription Services and shall supersede all prior or contemporaneous representations, agreements or understandings (written or verbal) relating to the subject matter hereof. Any terms and conditions appearing on a purchase order or similar document do not apply, do not override or form a part of this Agreement, and are void and of no effect.

12.12. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.13. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Effective Date.

HeroDevs, Inc.   **{{Customer Name}}**

Name	Name
Title	Title
Signature	Signature
Signed Date	Signed Date

Appendix 1
Subscription Services Offerings

1. **OVERVIEW**

   1.1. This Appendix 1 (the "**Appendix**") governs your use of the Subscription Services, and is subject to the HeroDevs Subscription Agreement available at https://support.herodevs.com/hc/en-us/sections/21257771874061-Terms-Of-Service or, as applicable, an executed agreement between Customer and HeroDevs (referred to as the "**Agreement**"). Unless otherwise stated herein, capitalized terms used in this Appendix have the meaning defined in the Agreement.

2. **SUBSCRIPTION SERVICES**

   2.1. HeroDevs makes available Subscription Services for the products set forth at https://docs.herodevs.com/, or as otherwise agreed to in an Order Form ("**HeroDevs Offerings**"). Subscription Services are term based and will expire if not renewed.

   2.2. The HeroDevs Offerings may change from time to time, provided that, HeroDevs Offerings shall not be removed or modified during an active Subscription Term in any way which materially diminishes the value of the Subscription Services received by Customer during an active Subscription Term.

   2.3. HeroDevs shall render the Subscription Services to the version of Software provided as part of the original install and source code. In the event Customer requires additional support for direct (or indirect) Software dependencies, (i) an additional Subscription may be required, and (ii) HeroDevs, in its sole discretion, may support such dependencies as necessary for production use of the Software. For the purposes of clarity, HeroDevs will have no obligation to render Subscription Services to any development dependencies that are not required for production use of the Software in materially the same manner in which the Community Software was deployed prior to it no longer being supported.

   2.4. Customer acknowledges and agrees not to engage in any unauthorized or prohibited use of the Subscription Services, which includes: (i) purchasing or renewing fewer Subscription Services than the total number of Subscriptions used or deployed, (ii) providing Subscription Services (in whole or in part) to third parties, (iii) using Subscription Services in connection with any redistribution of Software or Services except as expressly permitted under this Subscription Services Offering or the Agreement, or (iv) using Subscription Services to support or maintain other software, including but not limited to Community Software, without purchasing the appropriate quantity of Subscriptions (referred to collectively as "**Prohibited Subscription Services Use**").

3. **OPEN SOURCE SUBSCRIPTION SERVICES**

   3.1. The Software is governed by the end user licenses set forth in the applicable Software license file. Nothing in this Agreement is intended to limit Customer's

rights to software under the terms of the Community Software license. While engaging in Prohibited Subscription Services Use(s) is a breach of the Agreement, such breach does not affect the rights granted under any Community Software license. Upon termination (including for breach) or expiration of this Agreement, you will no longer have access to future Services and other Subscription Services, but you will continue to have all rights under the Community Software license(s).

4. **UNIT DEFINITIONS**

4.1.   The Fees, as set forth in an Order Form, shall be based upon the number of provided or used Units, for the applicable version of Subscription Services, pursuant to the table set forth below (the "**Subscription(s)**").

4.2.   For the avoidance of doubt, Customer shall be obligated to purchase and maintain the applicable number of Subscriptions for each Subscription Service during an active Subscription Term.

UNIT NAME	UNIT DEFINITION
"**Core**"	Means a physical processing core located in a CPU or a virtual processing core within a virtual machine or supporting a container, in each case, that benefits from the provision of Subscription Services. As used herein, "**CPU**" means a processing unit in a computer system. With respect to, (i) virtualized or hypervisor ("**VM**"), and/or (ii) public cloud computing environment, a Core refers to a single physical computational unit of the processor which may be presented as one or more virtual CPU ("**vCPU**"). In the event a Customer has enabled Hyperthreading, two (2) vCPU's shall be recognized as one (1) Core. In all other circumstances, one (1) vCPU shall constitute one (1) Core.
"**Free User**"	Persons authorized to use the Subscription Services on behalf of Customer, in accordance with the Agreement, who do not, (i) modify the source code that is bundled with, or a derivative of, the Software, (ii) add or remove modules, and (iii) receive support from HeroDevs on their use of the Subscription Services ("**Free User Use-Case**"). Free Users are entitled to use the Subscription Services, free of charge, provided that they do not use the Subscription Services for any other purpose other than the Free User Use-Case.
"**Lines of Code**"	Means the count of all executable and declarative (unminified and pre-transpiled) source code

	statements that are part of the application that is dependent upon the Subscription Services.
"**User**"	Persons authorized to use the Software / Subscription Services on behalf of Customer, in accordance with the Agreement, which, (i) modify, or have the ability to modify source code that is bundled with, a derivative of, the HeroDevs Software / Subscription Services, (ii) add or remove modules, and/or (iii) receive technical support from HeroDevs. A valid, and paid for Subscription, is required for each User.
"**Site**"	Means, (i) an individual dedicated website, and/or (ii) multiple websites co-located in a shared environment, and/or (iii) a deployment target, for which Subscription Services are deployed.
"**Package(s)**"	Means an individual open source software package for which HeroDevs will provide the Subscription Services. Packages will be available in tiers with an applicable quantity of Packages and User(s). Customer shall at all times be responsible for purchasing a Subscription for the applicable tier, as agreed to in an Order Form, based on the number of, (i) Users, and (ii) Packages that are Downloaded. "**Downloaded**" means Customers download of a version of HeroDevs Software Package, without limit to the number of times the Software is downloaded or the number of projects the Software is included in. Packages which HeroDevs provides Subscription Services are located at: https://support.herodevs.com//hc/en-us/articles/2 9800615598093-FAQ-What-packages-are-included-i n-NES-for-Spring
"**Technical Account Manager**" or "**TAM**"	A HeroDevs Technical Account Manager who Customer is authorized to contact to request technical and engineering support in line with the below. **Overview.** The TAM is an annual support subscription which enables Customer access to a HeroDevs success engineer ("**Technical Account Manager**" / "**TAM**") who will provide assistance with, (a) on-boarding and installation of HeroDevs Subscription Services, (b) ongoing guidance with respect to HeroDevs Services, including coordination of patches provided by HeroDevs during the Subscription Term, and (c) monitoring of

	end-of-life open source software, including end-of-life events, within Customer's environment (the "**TAM Services**"). **Number of Contacts:** Customer is entitled to one (1) contact who will coordinate the communication with the TAM. **Number of Hours:** Customer will have access to the TAM for up to fifty (50) hours annually, during the Subscription Term. Any unused hours shall expire upon the conclusion of the Subscription Term. **Availability:** Access to the TAM will be provided during standard HeroDevs business hours which are Mountain Time 9am - 5pm.
"Endpoint"	Means a target, whether virtual or physical, including (but not limited to) those stated below, which, (i) has the .NET NES Runtime installed and made available to execute .NET applications, and/or (ii) runs a .NET application that is built with the .NET NES SDK as self-contained, with the .NET NES Runtime embedded in the .NET application. ● Edge, IoT, and embedded systems ● Desktop, laptops, tablets, smartphones, and other end-user devices ● "Bare metal" server instance, with up to 4 CPUs ● Virtual machine ● Docker (OCI) container ● Persistent remote virtualized desktop or application interface ● Nonpersistent connections to ephemeral remote virtualized desktop or application interface

5. **TRANSFER OF SUBSCRIPTION SERVICES**

5.1.   During the Subscription Term, Customer shall have the right to transfer or assign a Subscription from one (1) User to another; provided that, (i) Customer shall at all times be responsible for the number of Unit(s) applicable to such Subscription Services, and (ii) such transfer or assignment shall not circumvent the intent of the billing / consumption model for which the Subscription Services are provided, as reasonably determined by HeroDevs.

6. **SUBSCRIPTION SERVICES SLAS**

6.1.   During the Subscription Term, HeroDevs shall be obligated to render support to the applicable Subscription Services in accordance with the applicable SLA's found at Appendix 2 ("**Subscription Services SLA's**").

Appendix 2
Subscription Services SLA's

Service Level Agreement

When a customer - or customer's representative - contacts HeroDevs support issues will be categorized using the four levels of priority described below. Each priority level is associated with a different level of service. Customers shall provide reasonable assistance when requested by HeroDevs in order to reproduce, identify, and verify issues and their fixes.

P0

A P0 Issue is one that results in:

- Major data corruption
- Multiple apps (or a customer's primary app) rendered unusable
- A High to Critical severity security weakness, as defined by the NIST CVSS v3 that has been disclosed publicly or is being actively exploited

Procedure/Remediation:

1. Acknowledge report within 24 hours
2. Start investigation within 48 hours
3. Provide updates every 24 hours
4. Release available fix after testing

Extraordinary efforts will be made to:

- Fix Critical severity security weaknesses in 15 days
- Fix High Severity security weaknesses in 30 days
- Fix other P0 issues in 30 days

P1

A P1 Issue is one that results in:

- Minor data corruption
- Important app functionality rendered unusable
- A High to Critical severity security weakness, as defined by the NIST CVSS v3 that has not been disclosed publicly or is not being actively exploited

Procedure/Remediation:

1. Acknowledge report within 48 hours
2. Start investigation within 1 week
3. Provide updates once a week
4. Release available fix after testing

Commercially reasonable efforts will be made to:

- Fix Critical severity security weaknesses in 15 days
- Fix High Severity security weaknesses in 30 days
- Fix other P1 issues in 60 days

P2

A P2 Issue is one that results in:

- A Low to Medium severity security weakness, as defined by the NIST CVSS v3

Procedure/Remediation:

1. Acknowledge report within 1 week
2. Start investigation within 1 week
3. Provide updates once a month
4. Release available fix after testing

Commercially reasonable efforts will be made to:

- Fix Medium severity security weaknesses in 60 days
- Fix Low Severity security weaknesses in 90 days

P3

A P3 Issue is one that results in:

- Ancillary or minor app functionality being unusable or requiring an inconvenient workaround

Note: P3 issues will by default not be addressed, unless circumstances permit a low-risk or high-demand fix. When fixed, the following timelines will be considered:

Procedure/Remediation:

1. Acknowledge report within 1 week
2. Start investigation within 1 week
3. Provide updates when released

Commercially reasonable efforts will be made to:

- Fix and release issues in 180 days

The parties acknowledge that the level of effort defined for each priority may not be sufficient to resolve exceptional issues or security weaknesses in the specified timeframe. In those cases, Company will regularly, promptly, and clearly communicate all updated expectations.

Appendix 3
Data Processing Addendum

This Data Processing Addendum ("**DPA**") supplements the Agreement mutually executed (the "**Agreement**") between HeroDevs, Inc. ("**HeroDevs**") and the party entering into such Agreement for the use of HeroDevs Subscription Services ("**Customer**"). Defined terms within this DPA shall have the meaning of those set forth in the Agreement. Customer's acceptance of the Agreement shall be treated as its execution of this DPA and applicable Appendices.

1. Definitions

"**Affiliates**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

"**Data Controller**" means the legal entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"**Data Processor**" means the legal entity which Processes Personal Data on behalf of the Data Controller.

"**Data Protection Laws**" means any applicable laws, statues or regulations as may be amended, extended, re-enacted from time to time, or any successor laws which relate to personal data, including (i) the GDPR and any UE Member State laws implementing GDPR, (ii) California Consumer Privacy Act of 2018 ("**CCPA**"), including as modified by the California Privacy Rights Act of 2020 ("**CPRA**"), and the California Attorney General Regulations thereof, and (iii) the UK Data Protection Act of 2018.

"**Data Subject**" means an identifiable natural person which the Processing of Personal Data is related to.

"**EEA**" means the European Economic Area.

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679.

"**Personal Data**" means Personal Data relating to a Data Subject as an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

"**Processing or Process**" means any operation or set of operations performed on Personal

Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, altering, retrieving, consulting, using, disclosing by transmission, disseminating, or otherwise making available, aligning or combining, restricting, erasing or destroying.

"**Subscription Services**" means the software and services provided by HeroDevs pursuant to the terms of the Agreement.

"**Subprocessor**" means a third party engaged by HeroDevs as a Data Processor under this DPA.

"**Third Country**" means a country outside the EEA not recognized by the European Commission as providing an adequate level of protection for Personal Data pursuant to GDPR.

2. Processing of Personal Data

2.1.   Scope and roles of the parties. This DPA applies to HeroDevs' Processing of Personal Data by virtue of providing Subscription Services for on-premises software. For the purposes of this DPA, Customer is the Data Controller and HeroDevs is the Data Processor, Processing Personal Data on Customer's behalf.

2.2.   Purpose and duration of the Processing. HeroDevs will Process Personal Data to provide subscription management of HeroDevs on-premise software Subscription Services. The duration of Processing Personal Data shall be for the term of the Agreement, and thereafter, until Customer configures the software to no longer provide any Personal Data.

2.3.   Types of Personal Data and categories of Data Subjects. The types of Personal Data and categories of Data Subjects are set forth in the attached Exhibit 1.

2.4.   Instructions for Processing. HeroDevs shall Process Personal Data in accordance with Customer's documented instructions provided to HeroDevs, including with regards to transfers of Personal Data to a Third Country. Customer acknowledges and agrees that this DPA, the Agreement, and any feature or setting provided as part of the Subscription Services shall constitute as Customers documented instructions. HeroDevs may Process Personal Data other than as provided in Customer's documented instructions to the extent to comply with applicable Data Protection Laws. In such instance(s), HeroDevs will inform Customer of such legal requirement(s) to the extent HeroDevs is not prohibited from such notification.

2.5.   HeroDevs personnel. HeroDevs will, (i) limit access to Personal Data to only those personnel required to access such Personal Data in order for HeroDevs to perform its obligations under the Agreement, and (ii) ensure that all personnel authorized to Process Personal Data are subject to contractual confidentiality obligations in order to safeguard the Personal Data pursuant to applicable Data Protection Laws.

2.6. **Deletion of Personal Data.** HeroDevs shall delete Personal Data upon termination of the Agreement. HeroDevs shall confirm upon written request from Customer that such deletion has been conducted.

2.7. **Compliance with laws.** HeroDevs shall comply with all Data Protection Laws applicable to its role as a Data Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

3. **Subprocessors**

3.1. **Authorization to engage Subprocessors.** HeroDevs may engage Subprocessors to provide certain services on its behalf. Customer authorizes HeroDevs to engage the Subprocessors listed in Exhibit 2. Customer acknowledges that this authorization constitutes a prior written consent to Processing of Personal Data by the listed Subprocessors.

3.2. **Subprocessors' compliance.** HeroDevs is fully responsible for its Subprocessors' compliance with this DPA. HeroDevs shall conclude a written agreement with each Subprocessor (i) making the Subprocessor subject to at least the same level of data protection as imposed on HeroDevs in this DPA, and (ii) restricting Subprocessor from Processing Personal Data for any other purpose than delivering the contracted services.

3.3. **Notification of new Subprocessors .** HeroDevs may replace or engage new Subprocessors. HeroDevs shall in such case give Customer thirty (30) days prior written notice (email sufficient) before the new Subprocessor is authorized to Process Personal Data.

3.4. **Subprocessor's objection right.** Customer is entitled to object to the engagement of a new Subprocessor within fourteen (14) calendar days from HeroDevs's prior written notice pursuant to Section 3.3. The objection notice shall be given in writing and describe Customer's reasonable grounds for objection. HeroDevs shall notify Customer at least fourteen (14) calendar days before authorizing the new Subprocessor to Process Personal Data if HeroDevs chooses to retain the Subprocessor. Customer may in such case discontinue using the Subscription Services immediately and terminate the Agreement with thirty (30) calendar days prior written notice from HeroDevs's notification. Customer is entitled to a pro-rated refund proportional to the remaining Subscription Services term already paid for.

4. **Data transfers**

4.1. **Transfer of Personal Data.** HeroDevs will not transfer Personal Data from the EEA to a Third Country except as necessary to provide the Subscription Services to Customer or to comply with law or a valid and binding order of a governmental body. HeroDevs ensures that it will only transfer Personal Data from the EEA to a Third Country by using appropriate safeguards such as, but not limited to the applicable EU Standard Contractual Clauses. Customer agrees that Personal Data may be

temporarily transferred to a Third Country on the conditions outlined in this Section.

5. **Rights of Data Subjects**

5.1. **Requests from Data Subjects.** Customer is responsible for responding to Data Subjects' requests for access, correction, deletion, or restriction of that person's Personal Data. If HeroDevs receives a request from a Data Subject, HeroDevs shall promptly redirect the Data Subject to the Customer.

5.2. **HeroDevs's assistance.** HeroDevs shall comply with Customer's reasonable requests on behalf of Data Subjects pursuant to Data Protection Laws to (i) correct, delete, or restrict Processing of Personal Data, (ii) make available Personal Data and associated Processing information, and (iii) to enable data portability of a Data Subject's Personal Data if alternative (i), (ii) or (iii), as set forth herein, is not feasible to Customer through the Service. HeroDevs may charge Customer for reasonable costs inflicted on a time and material basis for assistance according to this Section.

6. **Security of Personal Data**

6.1. **Security of Processing.** HeroDevs shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. HeroDevs shall ensure a level of security appropriate to the risk, including encryption of Personal Data to ensure ongoing confidentiality, integrity, availability, and resilience of HeroDevs' Subscription Services and associated systems as described in Exhibit 3.

6.2. **Personal Data Breach.** HeroDevs shall without undue delay notify Customer when becoming aware of a Personal Data Breach. Such notification shall describe (i) the nature of the Personal Data Breach, (ii) the details of a contact point where more information concerning the Personal Data Breach can be obtained, (iii) the Personal Data Breach's effect and consequences for the Subscription Services, (iv) and the measures taken or proposed to be taken by HeroDevs to address the Personal Data Breach, including measures to mitigate its possible adverse effects. HeroDevs shall cooperate with and assist Customer in preventing, mitigating, and rectifying Personal Data Breach in accordance with applicable Data Protection Laws considering the nature of the Processing and the information available to HeroDevs. HeroDevs may charge Customer for reasonable costs on a time and material basis for any assistance related to Personal Data Breach under this Section unless HeroDevs is deemed responsible for the cause initiating the activity.

6.3. **Data Protection Impact Assessments and prior consultations.** HeroDevs shall provide reasonable assistance to Customer to carry out data protection impact assessment and prior consultation with the supervisory authority related to Customer's use of the Subscription Services.

6.4. **Audit.** HeroDevs shall make available to Customer all applicable information necessary to demonstrate compliance with this DPA. The information is subject to

6.5.   Notification of unlawfulness. HeroDevs shall immediately inform Customer if it considers that its Processing of Personal pursuant to this DPA violates applicable Data Protection Laws. Customer, in such a case, is entitled to suspend any further Processing of Personal Data until HeroDevs has carried out the necessary corrections.

7.   Miscellaneous

7.1.   Liability. Each party's liability under this DPA is governed by the Agreement unless otherwise required by applicable Data Protection Laws.

7.2.   Affiliates of Customer. Customer is responsible for coordinating all communication with HeroDevs on behalf of its Affiliates regarding this DPA. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPA on behalf of its Affiliates.

7.3.   Termination. The term of this DPA will end upon termination of the Agreement.

7.4.   Conflict. In the event of inconsistencies between the provisions of this DPA and the Agreement, the provisions of this DPA shall prevail regarding the parties' data protection obligations.

Exhibit 1
Types of Personal Data and categories of Data Subjects

1.   Types of Personal Data:

   1.1.   Contact person's name, email address and phone number; and
   1.2.   Operational metadata related to Customer servers, install and other basic diagnostic information

2.   Categories of Data Subjects:

   2.1.   Contact person within Customer's organization; and
   2.2.   Natural persons which may be identified when using HeroDevs' Subscription Services

Exhibit 2
List of Subprocessors

List of Entities

- **Entity Name:** Google, LLC

  o **Geographical Location:** United States
  o **Purpose:** G-Suite & Cloud Hosting

- **Entity Name:** Zendesk Inc

  o **Geographical Location:** United States
  o **Purpose:** Technical Support / Ticketing

- **Entity Name:** Amazon Web Services Inc.

  o **Geographical Location:** United States
  o **Purpose:** Cloud Hosting

- **Entity Name:** Twilio Inc.

  o **Geographical Location:** United States
  o **Purpose:** SendGrid

Exhibit 3
Technical and Organizational Measures

1. **Security Measures**

    1.1.   Access control and measures for user identification and authorization for HeroDevs personnel.

    1.2.   HeroDevs has implemented a robust access control system to ensure that only authorized HeroDevs personnel have access to Personal Data. Access to Personal Data is limited to authorized personnel who require access for support purposes only. Access is restricted through a role-based access control system that grants access only to the data necessary for the support task at hand.

    1.3.   HeroDevs uses a range of measures to ensure user identification and authorization, including user authentication, two-factor authentication, and single sign-on. Unique login credentials are required for all users, and access to Personal Data is granted based on the user's role and level of authorization, ensuring that users only have access to the data necessary for their job functions.

    1.4.   All user accounts are monitored, and we conduct regular reviews of user access privileges to ensure that only authorized individuals have access to Personal Data. Any suspicious activity or unauthorized access attempts are immediately flagged and addressed. Furthermore, HeroDevs maintains detailed logs of all user activity, including login attempts and access to Personal Data, providing an audit trail for forensic analysis in the event of a security incident.

    1.5.   All HeroDevs personnel authorized to access Personal Data are trained to comply with applicable Data Protection Laws and are subject to a perpetual confidentiality obligation applicable to their support work.

2. **Data encryption and pseudonymization**

    2.1.   We implement encryption and pseudonymization measures to protect Personal Data against unauthorized access, disclosure, or destruction. HeroDevs uses state-of-the-art encryption technologies to secure data both in transit and at rest.

3. Data storage and retention

3.1.   We act appropriately to ensure that Customers' data is stored and retained in a secure manner. We also regularly test, assess, and evaluate the effectiveness of our technical and organizational measures to ensure the security of the Processing.

3.2.   HeroDevs has implemented measures to ensure the availability and access to Personal Data in the event of a physical or technical incident.

3.3.   In addition to these measures, HeroDevs maintains disaster recovery and business continuity plans that are designed to ensure that we can respond quickly and effectively in the event of a disruption or outage. Our plans include procedures for restoring access to personal data, identifying and mitigating potential risks, and communicating with customers and other stakeholders in a timely and transparent manner.

4. Certifications

4.1.   HeroDevs is about to obtain the SOC 2 certification, which demonstrates our commitment to information security management. We will regularly undergo audits and assessments to maintain this certification, ensuring our compliance with applicable Data Protection Laws.

5. Physical security

5.1.   To the extent applicable, HeroDevs acts appropriately to ensure the physical security of locations where Personal Data is Processed. Access to locations where Personal Data is Processed in the form of storage is restricted to authorized personnel only, and we use security measures such as security cameras, alarms, and access controls to prevent unauthorized access.

5.2.   In addition to the above measures, HeroDevs also restricts access to Personal Data on HeroDevs's own devices by implementing device encryption, password protection, and remote wipe capabilities. This ensures that Personal Data is protected even in the event of device loss or theft.

6. Effectiveness of technical and organizational measures

6.1. HeroDevs regularly tests, assesses, and evaluates the effectiveness of our technical and organizational measures to ensure the security of the Processing of Personal Data. We conduct regular security audits and assessments to identify any potential vulnerabilities or weaknesses in our security measures.

6.2. We also conduct regular penetration testing and vulnerability assessments to identify any potential security risks and to test the effectiveness of our security controls. In addition, we regularly review and update our policies and procedures to ensure that they remain current and effective.

6.3. HeroDevs also maintains incident response and business continuity plans to ensure that we can respond quickly and effectively in the event of a security incident or other disruptive event. Our incident response plans are tested regularly through simulations to ensure that they are effective and that our personnel are trained to respond in a timely and effective manner.

7. **System configuration**

7.1. HeroDevs implements measures to ensure the security and integrity of our systems and processes, including our system configuration and default configuration settings. We follow best industry practices and standards to ensure that our systems are configured securely and that default configurations do not create vulnerabilities.

7.2. We regularly review and update our system configuration settings to ensure that they are aligned with our security policies and procedures. We also maintain strict controls over changes to system configuration settings, ensuring that changes are documented, approved, and tested before they are implemented.

7.3. Furthermore, our software development processes include secure coding practices, and we regularly assess and update our default configurations to ensure that they are secure and do not create potential vulnerabilities.

8. **Internal IT**

8.1. HeroDevs has implemented measures to ensure that our internal IT and IT security governance and management are aligned with best industry practices and standards. We have established an IT security governance framework that includes policies, procedures, and controls to ensure the ongoing security and integrity of our systems and processes.

8.2.   We regularly review and update our IT security governance framework to ensure that it remains up-to-date and effective. This includes conducting regular risk assessments to identify potential security risks and vulnerabilities and implementing controls to mitigate those risks.

8.3.   Furthermore, we conduct regular security awareness training for all HeroDevs personnel to ensure that they are aware of potential security risks and how to mitigate them. Our training programs cover a wide range of topics, including password security, phishing prevention, and secure data handling.

9. Measures for ensuring deletion of Personal Data

9.1.   HeroDevs understands the importance of ensuring the deletion of Personal Data when it is no longer needed or when requested by Customer on behalf of a Data Subject. We have implemented measures to ensure that all Personal Data is securely and effectively deleted or permanently redacted from our systems and processes upon termination of the Agreement and Customer written request.

9.2.   We have established clear guidelines and procedures for handling requests for deletion, and we ensure that Personal Data is securely deleted or anonymized when it is no longer needed for the purposes for which it was collected.

10. HeroDevs's assistance to Customer as a Data Controller

10.1.   HeroDevs understands that as a Data Processor, we have a responsibility to assist the Customer in ensuring the security and protection of Personal Data. To that end, we have implemented specific technical and organizational measures to enable us to provide effective assistance to Customer as a Data Controller.