

Haiilo Terms and Conditions

1. APPLICABILITY

These Haiilo Terms and Conditions (hereinafter "Terms") apply to the contractual relationship between the contracting Haiilo entity (hereinafter "Haiilo") and its customers (hereinafter "Customer"). These Terms shall apply to orders where they have been attached or referred to in Haiilo's offer, order form or order confirmation and will, together with the possible offer, order form and order confirmation, form the agreement between the parties (hereinafter the "Agreement").

2. SCOPE OF THE SERVICES

The Service is further described at www.haiilo.com/legal. The Service is hosted by Haiilo, and accessible with the respective latest version of a standard browser. Haiilo will, upon request, confirm whether the Service can be accessed with a specific browser.

Haiilo will use reasonable efforts to inform the Customer about regular and planned maintenance and updates to the Service in advance. Notwithstanding the above, availability of Service depends on many factors, some outside the control of Haiilo (such as inaccessibility caused by any software, hardware or the Internet connection used by the Customer to access the Service), and Haiilo does not guarantee that the Service is accessible on an uninterrupted or error-free basis.

Except as expressly stated in the Agreement, neither Customer nor Haiilo make any warranty of any kind, whether express, implied, statutory or otherwise, including but not limited to warranties of availability, merchantability or fitness of the Service for a particular use or purpose.

Customer acknowledges that Haiilo may from time to time in its sole discretion issue updates or upgrades, or other amendments, to the Service and that this Agreement will govern any such updates, upgrades and amendments. Customer agrees that Customer's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written statement (with the exception of written statements set out in the order confirmation) made by Haiilo regarding future functionality or features.

The Service is limited to the amount of seats specified in Haiilo's order form or otherwise agreed. If all seats are filled, no additional users will be able to sign up to the Service unless the Customer orders additional seats.

3. SERVICE FEE AND PAYMENT TERMS

Unless otherwise agreed, the Customer shall pay the full service fees in advance for the relevant Service term agreed between the parties or specified in Haiilo's order confirmation.

The agreed fees are exclusive of any sales, use, withholding, value added (VAT) or other tax or governmental charges imposed on the sales or use of the Services. Such taxes and

charges, if applicable, will be added to the fees. Haiilo shall invoice for the Service as detailed in the order confirmation. Any additional seats will be invoiced upon order. Payment term will be 30 days unless expressly otherwise agreed in writing. Haiilo reserves the right to adjust the pricing and terms and conditions from time to time. In this case Haiilo will inform the Customer of any changes no later than 60 days prior to the changes. Any price changes will happen at the time of a term renewal. If the Customer does not agree to such new pricing or other terms it can terminate the Agreement according to clause 10 below before the new Service period begins.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

The Customer shall be solely liable for the use and launch of the Service within its organisation in accordance with the Agreement and the Haiilo Terms and Conditions. The Customer has no right to give access to the Service to any third parties and Customer shall be responsible for the acts of Users, including without limitation the Users' compliance with these Terms. Without prejudice to clause 5, the Customer shall be solely responsible and it shall indemnify Haiilo for any claims, demands, and claims for damages (including attorneys' fees) arising out of any use of any information provided by the Admins, Users and/or the Customer or of any use of the Services.

Except as expressly set forth herein, these Terms do not grant (i) Haiilo any Intellectual Property Rights in the User or Customer data or (ii) the Customer any Intellectual Property Rights in the Services or Haiilo's trademarks and brand features. "Intellectual Property Rights" for the purposes of these Terms means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights, whether registered or not.

Haiilo is entitled to use the material and information provided by the Users and the Customer as required to offer the Services. Haiilo may use and disclose aggregate statistics regarding user behavior as a measure of interest in, and use of, our Service to third parties in the form of aggregate data, such as overall patterns or demographic reports, which do not describe or identify any individual user or Customer. Information relating to aggregate statistics may be collected through the use of cookies, web beacons and log data.

5. INDEMNITIES

Haiilo will indemnify, defend, and hold harmless the Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against the Customer to the extent it is based on that Haiilo's technology used to provide the Services to the Customer infringes any copyright, trade secret, patent, or trademark right of a third party.

In no event will Haiilo have any obligations or liability under this section arising from: (i) use of any Services or technology in a modified form or in combination with materials not

furnished by Haiilo and (ii) any content, information, or data provided by Customer, the Users, or other third parties.

If Haiilo believes Haiilo's technology used to provide the Services to the Customer infringes a third party's Intellectual Property Rights, then Haiilo may: (i) obtain the right for Customer, at Haiilo's expense, to continue using the Services; (ii) provide a non-infringing functionally equivalent replacement; or (iii) modify the technology and/or the Services so that they no longer infringe. Haiilo may also suspend or terminate Customer's use of the affected Services (with a pro-rata refund of prepaid fees for the Services).

6. CONFIDENTIALITY

Each party shall keep in confidence all Confidential Information and shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for the purpose of these Terms. "Confidential Information" for the purposes of these Terms shall mean all information and/or business or trade secrets given by a party to the other party, including all documents, information and other material irrespective of the manner or form in which the information is disclosed or how the party receiving the information otherwise learns it or whether the information can be or has been protected as an intellectual property right by the disclosing party. The content of the Agreement shall also be considered confidential Information.

A receiving party shall have the right to:

- a) copy Confidential Information only to the extent necessary for the purpose of the Agreement;
- b) disclose Confidential Information only to those of its employees who need to know Confidential Information for the purpose of the Agreement; and
- c) disclose confidential Information to its own advisors and possible subcontractors provided that such advisors are bound by confidentiality provisions at least as restrictive as contained in this clause 6.

Notwithstanding the foregoing the confidentiality obligation shall not be applied to any material or information:

- a) which is generally available or otherwise public other than by a breach of the Agreement on the part of the receiving party; or
- b) which the party has received from a third party without any obligation of confidentiality; or
- c) which was in the possession of the receiving party prior to receipt of the same from the other party without any obligation of confidentiality related thereto; or
- d) which a party has developed independently without using material or information received from the other party.

Notwithstanding the foregoing either party shall be entitled to disclose Confidential Information, where such disclosure is required pursuant to law, decree or order issued by competent authorities, or juridical order. The confidentiality obligations do not prevent Haiilo from collecting and sharing statistical data on the Users and usage of the Service

provided that Customer and User identity will not be revealed.

Each party shall cease using Confidential Information received from the other party promptly upon termination of the Agreement or when the party no longer needs the Confidential Information in question for the purpose of the Agreement and, unless the parties separately agree on the destruction of such material, return the material in question and all copies thereof. Each party shall, however, be entitled to retain copies required by law or regulations.

The rights and obligations under this clause 6 shall survive the termination or expiration of the Agreement and shall remain in force for a period of five years from the date of disclosure of the respective piece of Confidential Information.

7. NO WARRANTY

THE SERVICE IS OFFERED ON AN AS-IS BASIS. HAIILO MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, PERFORMANCE, OR SUITABILITY; ANY WARRANTY RELATING TO ANY THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING THE SERVICE; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICE OR THE RESULTS OF ANY RECOMMENDATION WE MAY MAKE. HAIILO DOES NOT WARRANT THAT THE SERVICE MEETS CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER AGREES THAT HAIILO WILL HAVE NO RESPONSIBILITY (OR RELATED LIABILITY) FOR BACKING UP CUSTOMER DATA OR ANY INFORMATION THAT CUSTOMER PROVIDES TO HAIILO.

8. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, BUSINESS OPPORTUNITY, OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF SERVICES OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT THESE TERMS EVEN IF THEY WOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH PARTIES' AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE LESSER OF €50,000 OR THE AMOUNT PAID BY THE CUSTOMER TO HAIILOSUPPLIER HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THESE LIMITATIONS DO NOT APPLY TO THE INDEMNITY OBLIGATIONS DESCRIBED ABOVE OR THE EXTENT THEY ARE CONTRADICTORY TO MANDATORY PROVISIONS OF APPLICABLE LAWS.

9. MISCELLANEOUS

9.1. All amendments to the Agreement shall be made in writing.

9.2. The headings of the Agreement are for convenience of reference only and shall not in any way limit or affect the meaning or interpretation of the provisions of the Agreement.

9.3. Haiilo is entitled to use reputable subcontractors in the performance and delivery of the Service. Haiilo is responsible for the performance of all subcontractors it uses. The Customer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of Haiilo. Haiilo may assign the Agreement or any rights or obligations under the Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.4. No failure to exercise or delay in exercising any right, power or privilege vested in any party under the Agreement shall operate as a waiver of that party's right to do so.

9.5. In the event that any provision of these Terms or the Agreement is found to be unenforceable or illegal the remaining provisions shall continue to be in full force and effect and the unenforceable provisions shall be deemed to be amended to such extent as is necessary to make them binding and enforceable on the parties.

9.6. The Agreement constitutes the complete understanding between the parties hereto and supersedes any previous agreement, whether written or oral, between the parties with reference to the subject matter. No statement or agreement, whether oral or in writing, made prior to or at the signing hereof, shall amend or modify the written terms of the Agreement.

9.7. All notices, demands or other communication, which all shall be in the English language, to or upon the respective parties hereto, shall be deemed to have been duly given or made when delivered by mail, e-mail or facsimile letter to the contact person of the other party.

9.8. If due performance of the Agreement by either party is affected in whole or in any part by reason of any event, omission, accident or other matter beyond the reasonable control of such party (including without limitation any kind of labour unrest and any kind of disturbance in any data communication for which that party is not responsible for), it shall give prompt notice thereof to the other party and shall be under no liability for any loss, damage, injury or expense suffered by the other party for such force majeure circumstance. For the sake of clarity, it is stated that for the early termination of the agreements Haiilo has with the providers of hardware or software services used to produce the Service, due to no fault of Haiilo, shall be considered a force majeure situation.

9.9. Unless otherwise agreed, Haiilo may use the Customer's logo on Haiilo website or in print promotion materials indicating that Haiilo has provided services to the Customer. The Customer may withdraw such consent in writing at any time. Haiilo may also publish a Case Study on the Customer's usage of the service, written in cooperation

with the Customer. The Customer may withdraw such consent in writing at any time.

10. TERM AND TERMINATION

The term of the Agreement shall commence on the order start date defined in Haiilo's offer or order form and continue until the end of the Initial Term specified therein. To avoid unintended service disruptions, at the end of the Initial Term, and at the end of each renewal term, the term shall automatically renew for a successive term with term length being the same as the Initial Term and the annual platform fee will be determined by the agreed platform fee of the last month of the immediately prior term multiplied by 12, unless a price increase has been communicated by Haiilo in writing no less than two (2) months days prior to the end of the then-current service term. Either Party can terminate the Agreement as of the end of a then applicable service term by informing the other party in writing at the latest three (3) months prior to the beginning of a new Service term.

Either party may terminate the Agreement with immediate effect by notice in writing in the event (i) the other party materially breaches any of its obligations, unless the breach is cured within a thirty (30) day period following the notice, or (ii) the other party is or becomes the subject of voluntary or involuntary bankruptcy or insolvency proceedings or has an administrator, receiver or liquidator of its assets appointed or otherwise ceases payments.

11. SUSPENSION

Access to the server may be suspended if the Client is at least ten (10) days in overdue with payment obligations.

Suspension is also permissible if:

- a) There is a threat to Haiilo's infrastructure—particularly the mediation system (e.g., due to feedback effects from end devices)—or to public safety;
- b) The Customer uses the server and/or software for unlawful purposes (e.g. storing content that infringes copyright); or
- c) The Customer otherwise gives cause for immediate termination of the contract.

12. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws applicable at the registered office of the contracting Haiilo entity. Any dispute, controversy or claim which may not be settled by negotiation, shall be finally settled by the competent court at the registered office of the contracting Haiilo entity.

BOTH PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT.

Annex – Service Level Agreement

This Service Level Agreement (“SLA”) describes the services of Haiilo due under the contract within the scope of the Terms of Use for Cloud Software vis-à-vis the Customer. The SLA defines and describes the minimum standards for the quality of Haiilo’s services.

1. Definitions

1.1. Error Class

The following classification applies to the prioritization of error messages sent to Haiilo:

1.1.1. “Blocker”

A service is completely down, business critical applications are unavailable, no workaround exists.

1.1.2. “High”

A service or an individual component of the service has significant quality limitations.

1.1.3. “Medium”

A service is running with limitations but is available or a workaround exists.

1.1.4. “Low”

A service is running without restrictions in terms of functionality, quality or performance. General inquiries or another type of problem.

1.2. Availability

The availability of Haiilo’s services is given as a percentage based on one month (“period under review”). Availability is calculated as follows:

Availability in % = (reference time – maintenance window – relevant downtime in hours) / (reference time – maintenance window) * 100%

The “reference time” figure is obtained by multiplying the number of days in the period under review by the number of hours in the operating period (usually 24 hours per day).

Unless otherwise agreed in individual cases, the measurement point for availability is the transfer point from the Haiilo data center to the internet or to a line provider commissioned by the Customer.

1.2.1. Infrastructure availability

The virtualized infrastructure provided to the Customer is considered available if the essential functions can be executed without errors of the “Blocker” class, notwithstanding minor malfunctions. In the case of redundant infrastructure, the failure of individual functions or infrastructure components is only taken into consideration for the calculation of availability if the essential functions of the infrastructure cannot be used.

1.2.2. Software availability

Software is an application that runs on one or more virtualized hardware components and is provided to the Customer as a service. The Software is available when the essential functions can be executed without

errors of the “Blocker” class, notwithstanding minor malfunctions. In the case of redundant software, the failure of individual components is only taken into consideration for the calculation of availability if the essential functions of the Software cannot be used.

1.3. Downtime

Downtime is defined as the period between the reporting of a fault and the restoration of all essential functions. The downtime is considered to have ended when there are no more errors of the “Blocker” error class.

Downtime is only relevant for the service level if Haiilo is responsible for the downtime (“relevant downtime”). Haiilo is not responsible for downtimes in particular if:

- a) the downtime was caused by faulty or improper operation or use of Haiilo’s services by the Customer, the Customer’s customer or third parties not acting on behalf of Haiilo;
- b) the Customer does not fulfil its obligations to cooperate, for example by the Customer as the administrator of the end customer’s systems preventing or hindering Haiilo’s measures to eliminate the malfunction;
- c) the downtime was caused by circumstances beyond Haiilo’s control, such as errors in licensed third party software, technical failures of third parties who are not vicarious agents of Haiilo, illegal attacks on the infrastructure such as (distributed) denial-of-service attacks or attacks by hackers, natural disasters, war or other force majeure.

2. Scope of services and obligations to cooperate

The specific performance obligations of Haiilo result from the following regulations of clause 2:

- 2.1. The scope of services includes the provision of a virtualized infrastructure on which the Software is operated. Haiilo is responsible for the maintenance and upkeep of the virtualized infrastructure.
- 2.2. Haiilo is responsible for the maintenance of the applications, including adaptation to standards that change. The regulations of Section 2.7 apply in addition. Configuration and parameterization of the applications is the responsibility of the Customer. The Customer shall adhere to Haiilo’s specifications for configuration and parameterization.
- 2.3. The scope of services also includes the import of modified and new program versions (especially updates, new releases). In the *Haiilo Engage Social Intranet & Employee App Custom* (Private Cloud) package, the import is only carried out after approval by the Customer; the Customer shall be informed by Haiilo in text form beforehand. The Customer’s approval shall be given within 3 months of receipt of the

information. After the 3 month period, the previous program version shall no longer be supported, unless the Customer cannot reasonably be expected to switch to the new program version because it is defective and the Customer's operations would be impaired as a result. In this case the Customer can demand continuation of the maintenance of the previous program version until Haiilo offers an error-free version of the new program version.

- 2.4. The services of Haiilo may be disrupted by external factors over which Haiilo has no control (e.g. technical faults of third parties who are not vicarious agents of Haiilo, illegal attacks on the infrastructure such as (distributed) denial-of-service attacks or attacks of hackers, natural disasters, war or other force majeure). In such cases Haiilo is not responsible for complete or partial unavailability of the infrastructure or services. Haiilo shall inform the Customer as soon as possible about such disruptions and their expected duration, if there are noticeable and extended impairments to the services of Haiilo.
- 2.5. Haiilo guarantees an availability of the infrastructure of 99.9% and an availability of the Software of 99.5% as an annual average.
- 2.6. If possible, maintenance work shall be carried out during fixed maintenance windows. Maintenance windows are weekdays from 10:00 pm to 6:00 am, and Saturdays from 10:00 pm to Sundays 6:00 am. Scheduled maintenance activities shall be announced to the Customer at least 3 working days in advance. If there is a need for maintenance at short notice which cannot be postponed until the next maintenance window according to Haiilo's expert assessment to prevent risks or damage, Haiilo may carry out the maintenance outside of a maintenance window. Haiilo shall inform the Customer as far as possible before commencing the maintenance work, if a relevant restriction of the availability of the affected services is to be expected as a result of the maintenance.
- 2.7. Haiilo shall adapt the Software to changing legal regulations. This obligation does not apply if the adaptation involves unreasonable work for Haiilo. In such a case, the adaptation shall only be made in return for appropriate additional remuneration. The obligation to adapt the Software is fulfilled if the usability of the Software is not or is only insignificantly restricted under the changed legal regulations and standards.
- 2.8. Haiilo shall grant the Customer rights of use to the programs or program parts delivered in fulfilment of this SLA (including patches, bug fixes and documentation) according to the Terms of Use underlying the provision of the Software. The right to use the programs/program parts that are replaced by programs/program parts delivered under these Terms shall expire within one month from the date on which the Customer uses the programs/program parts delivered under these Terms productively.
- 2.9. Other software maintenance services are not covered by this SLA and must therefore be ordered separately if required. This applies in particular to:
 - a) services of Haiilo on site on the Customer's premises;
 - b) services that are performed at the request of the Customer outside the agreed response times and office hours of Haiilo;
 - c) services concerning the Software that become necessary due to improper handling or breaches of obligations by the Customer, e.g. non-compliance with instructions for use;
 - d) services concerning the Software that become necessary due to force majeure or other circumstances for which Haiilo is not responsible;
 - e) adaptations of the Software that go beyond the adaptations delivered by Haiilo according to Section 3.3 and result, for example, from changed or new usage requirements of the Customer.
- 2.10. The Customer shall support Haiilo in its fulfilment of the contractual services at the Customer's own expense (obligation to cooperate). In particular, the Customer shall:
 - a) designate in writing during the term of the agreement a responsible party who shall have all the decision-making powers and authority necessary for the purposes of implementing these Terms. Error reports should only be made by the responsible party or, in their absence, by the responsible party's representative.
 - b) support Haiilo in identifying the cause of the fault and encourage the Customer's employees to cooperate with Haiilo's representatives.

3. Support

- 3.1. Haiilo offers support in both German and English for all service packages, in each case within the scope of the support package ordered by the Customer.
- 3.2. The Customer can choose between four availability packages for support. These are described in detail in the annex to this SLA.
- 3.3. Response times, if measured by hours, shall run only during agreed service hours. Response times, if measured by days, shall not run on days when no support is due. The day of notification is not counted.
- 3.4. Haiilo shall provide the Customer with access to a ticket system with which error reports can be submitted. In addition to the ticket system, personal contacts are available during service hours via third-level support as part of the Haiilo Bronze, Haiilo Silver and Haiilo Gold service packages.
- 3.5. Haiilo is not obliged to provide support according to these Terms if the Customer has changed, adapted or supplemented the Software itself or had this done by a

third party after conclusion of the contract, without consultation with Haiilo.

4. Response times

4.1. The response time is the time between the receipt of a fault notification and the first contact between Haiilo and the body/person that reported the error. The response times guaranteed by Haiilo are described for the selected availability package in the annex to this SLA.

4.2. Haiilo shall measure and document compliance with the agreed service levels, including availability and response times. This is carried out within Haiilo's systems by measuring the service level quality in the ticket system.

5. Final provisions

Haiilo employees are not authorized to make verbal agreements with the Customer or the Customer's customers that deviate from this SLA.

Service packages

Service package	Haiilo Basic	Haiilo Bronze	Haiilo Silver	Haiilo Gold
Service hours	Mon – Fri 9am–6pm (CEST)	Mon – Fri 9am–6pm (CEST)	Mon – Fri 9am–6pm (CEST)	Mon – Fri 9am–6pm (CEST)
	Public holidays in the federal state of Hamburg apply			
Telephone hotline	–	Mon – Fri 9am–6pm (CEST)	Mon – Fri 9am–6pm (CEST)	Mon – Fri 9am–6pm (CEST) Emergency hotline: 24/7
	Public holidays in the federal state of Hamburg apply			
Availability of infrastructure	99.9%	99.9%	99.9%	99.9%
Availability of software	99.5%	99.5%	99.5%	99.5%
Response times Low / Medium / High / Blocker	– / 24h / 16h / 8h	– / 12h / 8h / 4h	– / 8h / 4h / 2h	– / 4h / 2h / 1h