

Special Terms and Conditions for Cloud Services

of the COSMO CONSULT group of companies

1. Scope of Application

These Special Terms and Conditions for Cloud Services sets out in concrete terms the catalogue of services and obligations of the Parties within the scope of the provision, support and maintenance of Cloud Services and the remuneration to be paid for this. The Special Terms and Conditions for Cloud Services shall apply supplementary to the General Terms and Conditions of COSMO CONSULT ("GTC").

2. Definitions

- 2.1. Subscription means the registration of the CUSTOMER for the respective Cloud Service for the term of the subscription.
- 2.2. User means an employee of the CUSTOMER who has a user account to use the Cloud Services.
- 2.3. User account allows users to authenticate and get permission to access the Cloud Services according to their access rights.
- 2.4. Data means CUSTOMER's data, including, but not limited to, any text, sound, software, code, image or other information files processed or stored through CUSTOMER's use of the Cloud Services.
- 2.5. Planned maintenance means the maintenance and general service that is performed on a regular basis to prevent elements of the Cloud Service from becoming non-functional and failing.
- 2.6. Instance all hosted data, databases, application servers and other technical components that are part of the CUSTOMER's Cloud Services.
- 2.7. Configurations denotes an arrangement of settings for running the Cloud Services.
- 2.8. Microsoft Azure refers to a cloud platform provided by Microsoft.
- 2.9. Unavailability refers to periods without availability that are deducted from the actual availability.
- 2.10. Emergency maintenance means resolving or preventing problems in cases where one of the elements of the Cloud Services is down and/or inoperable.
- 2.11. Patching refers to updating any part of the software running on Microsoft Azure.
- 2.12. Reaktion refers to either the initiation, evaluation or resolution of an incident.
- 2.13. Service Credit means the percentage of the Monthly Service Charges for the affected Cloud Service credited to CUSTOMER for a validated claim.
- 2.14. Service Level Event refers to circumstances or incidents that lead to a failure to achieve a Service Level.
- 2.15. Service Levels means metrics that measure the performance and availability of the Cloud Service. The Service Levels for the relevant Cloud Service as set out in this Special Terms and Conditions for Cloud Services.

- 2.16. Service Credit Claim means a claim by the CUSTOMER against COSMO CONSULT under the Special Terms and Conditions for Cloud Services for failure to achieve a Service Level.
- 2.17. SQL Server refers to the database server used by Microsoft Dynamics NAV or Business Central to store data.
- 2.18. Support request means an Incident that the CUSTOMER reports to COSMO CONSULT for resolution in accordance with the procedure defined in the Service Description and in this Special Terms and Conditions for Cloud Services.
- 2.19. Monitoring refers to the continuous (24/7) monitoring activities to ensure that the respective Cloud Service meets the service levels.
- 2.20. Availability denotes number of minutes of access uptime divided by the total number of possible minutes of uptime of the respective Cloud Services and multiplied by 100.
- 2.21. Incident denotes a problem related to one of the elements of the Cloud Services. An incident may occur in connection with user training, errors, change requests, non-access and errors in the configurations, among others.
- 2.22. Maintenance notification means the notification of the CUSTOMER by COSMO CONSULT as described in this Cloud Services.
- 2.23. Access means links provided to the User to access and use the respective Cloud Services.

3. Subject of the Contract

- 3.1. COSMO CONSULT shall provide Cloud Services during the term of the Order Form(s) and in accordance with the Order Form(s) and Service Description(s). The parameters of the Cloud Services are set out in the Order Form(s).
- 3.2. The licensing of standard software and the provision of new versions of standard software are not the subject of this Special Terms and Conditions for Cloud Services, but the subject of the separate Special Terms and Conditions for Subscription or the Special Terms and Conditions for License Purchase.
- 3.3. COSMO CONSULT shall only provide additional services on the basis of individual contracts to be concluded separately. Additional services shall be additionally remunerated in any case.

4. Scope of Cloud Services

- 4.1. Cloud services may include the following per agreement in the service description:
- Continuous (24/7), automated monitoring of the Microsoft Azure platform. The technologies used for monitoring are Microsoft Azure Monitor, Microsoft Azure Log Analytics and Microsoft Azure Alerts.

- Monthly Microsoft Azure system maintenance and Microsoft Azure patching. Microsoft Azure Patching on all parts of the Microsoft Azure platform is performed automatically by Microsoft.
 - Weekly, interactive check of the CUSTOMER's Cloud Service in-instance(s) according to the continuously updated COSMO CLOUD checklist.
 - Only for COSMO CLOUD for Business Central: Weekly, automated installation of critical and security-relevant Windows updates in Microsoft Azure virtual machines with Windows Server operating system that are part of the Cloud Service instance(s).
 - Only for COSMO CLOUD for Business Central: Regular, automated execution and verification of backups for all critical systems and data of the respective Cloud Service instance(s) of the CUSTOMER.
 - Case-by-case, interactive Microsoft SQL patching in Microsoft Azure virtual machines with Windows Server operating system and Microsoft SQL Server installation. The SQL patching of cloud service instance(s) is coordinated with the CUSTOMER prior to implementation.
- 4.2. Patching and upgrading of the standard software is not part of the Special Terms and Conditions

or Cloud Services. Technical updates of the serverside system components of standard software can be ordered and invoiced separately as chargeable change requests.

5. Special Obligations of the CUSTOMER to cooperate at its Own Expenses

- 5.1. The active and timely involvement of the CUSTOMER is considered essential in order for COSMO CONSULT to successfully meet defined service levels for incident responses in a timely manner. The CUSTOMER has to create the following prerequisites for this:
- Designation of qualified contact persons of the CUSTOMER. Qualified contact persons of the CUSTOMER have basic IT-technical knowledge, have administrative rights on the devices of the users as well as access to further technical devices and technical information that may be required for a fault analysis.
 - Availability of the CUSTOMER's contact persons. The CUSTOMER's contact persons must respond to inquiries and queries from COSMO CONSULT regarding an incident within six (6) working hours of COSMO CONSULT.

6. Claiming Service Credits

- 6.1. To submit a Service Credit claim, the CUSTOMER must use a claim form provided by COSMO CONSULT. The CUSTOMER shall provide COSMO CONSULT with all reasonable information regarding a claim, including, in as much detail as possible, a description of the non-compliance with the Service Level, the measures used by the CUSTOMER to determine the non-compliance with the Service Level, the duration of the non-compliance with the Service Level, as well as sufficient evidence to support the claim.
- 6.2. In order for COSMO CONSULT Service Credit to verify claims, the CUSTOMER must submit the claim, including sufficient evidence to support the claim, by the end of the subscription period in which the justification for the claim arises.
- 6.3. COSMO CONSULT will use all available information to validate claims and will assess in good faith whether the claim is justified.
- 6.4. In the event that more than one Service Level is deemed not to have been met by the CUSTOMER as a result of the same incident, the CUSTOMER must select a Service Level under which a claim will be made for that incident. No further claim under a different Service Level will be accepted for the same incident.
- 6.5. If a claim is accepted by COSMO CONSULT, COSMO CONSULT will

grant service credits for the next subscription period. The service credits granted in a billing month are limited in amount to the total sum of the CUSTOMER's monthly fees for the respective Cloud Service.

7. Warranty Rights

- 7.1. Warranty rights of the CUSTOMER shall initially be limited to the claim for subsequent performance in the variant of the claim for rectification. Three attempts to rectify a defect shall be accepted unless this is unreasonable for the CUSTOMER. If COSMO CONSULT creates a workaround, the CUSTOMER must accept this as a remedy if it is reasonable.
- 7.2. Subsequent performance shall take place without recognition of a legal obligation.
- 7.3. The CUSTOMER shall only be entitled to terminate the Cloud Service contract without notice or to reduce the price if the rectification of the defect has failed. The CUSTOMER may not terminate if the defect is insignificant.
- 7.4. In the event of a justified reduction, the CUSTOMER shall be entitled to a repayment claim in the event of overpayment.
- 7.5. The CUSTOMER has no right of rescission with respect to the Cloud Services, as it is a continuing obligation.
- 7.6. The CUSTOMER shall only be entitled to claim damages under the

conditions and within the limits set out in No. 9 of the GTC and in No. 10 hereof.

- 7.7. If the CUSTOMER has received a service credit in accordance with No. 6 due to a defect, this shall be offset against any claims for reduction or damages by the CUSTOMER.
- 7.8. The CUSTOMER has no right to self-execution) because access by the CUSTOMER to the Cloud Services is not possible.
- 7.9. Any further warranty rights of the CUSTOMER are excluded.

8. Exclusion of Performance and Exclusion of Warranty Rights

- 8.1. These Special terms and Conditions for Cloud Services and any applicable Service Levels or warranty rights do not apply to performance or availability issues:
 - Due to factors beyond the control of COSMO CONSULT, in particular due to technical malfunctions of an Internet connection;
 - resulting from the CUSTOMER's use of hardware, software or services not provided by COSMO CONSULT in connection with the respective Cloud Service;
 - Due to the CUSTOMER's use of the Cloud Services in a manner inconsistent with COSMO CONSULT's published documentation, policies or user manuals;

- Due to scheduled maintenance and emergency maintenance;
- Due to CUSTOMER's failure to comply with the Terms of Service or these Special Terms and Conditions for Cloud Services.

9. Disclaimer

- 9.1. The CUSTOMER acknowledges that COSMO CONSULT does not control the transmission of data via communication facilities, including the Internet, and that this service may be subject to restrictions, delays and other problems associated with the use of such communication facilities. COSMO CONSULT shall not be liable for any damages, delays, delivery failures or other consequences resulting from such problems.
- 9.2. The strict liability without fault for defects already existing at the time of conclusion of the contract is excluded.

10. Maintenance

- 10.1. COSMO CONSULT will perform regularly scheduled maintenance of the Cloud Services. Scheduled maintenance will not exceed 5% of the total available time per month. Information regarding scheduled maintenance will be communicated to the CUSTOMER with a notice period of 10 (ten) calendar days in advance.
- 10.2. COSMO CONSULT may call for emergency maintenance, which may affect availability.

Information regarding emergency maintenance will be provided to the CUSTOMER with forty-eight (48) hours' notice, unless security, legal or system performance considerations require more rapid emergency maintenance.

11. Changes to Cloud Services

- 11.1. COSMO CONSULT may change the respective Cloud Service and the applicable service terms with effect from the upcoming subscription period. COSMO CONSULT will notify CUSTOMER on a regular basis of the changes made to the relevant Cloud Service. COSMO CONSULT will notify CUSTOMER 90 (ninety) days prior to the removal of any material features or functionality, unless security, legal or system performance considerations require a more expeditious removal.

12. Term of the Subscription

- 12.1. The service start date of the respective Cloud Service is specified in the Order Form.
- 12.2. The Cloud Services are offered on a Subscription basis unless otherwise stated in the applicable price list. Unless otherwise stated in the Order Form, the term of the Subscription shall be 1 (one) month, commencing on the Service Commencement Date. The Subscription will automatically renew for one additional month at a time unless terminated by either party.

- 12.3. The CUSTOMER may terminate the Subscription by email without notice and without cancellation charges but is obliged to pay all amounts due for the current Subscription Service Period during which the termination occurs. Thus, there is no minimum contract period for Subscriptions unless otherwise stated in the order form.

13. Use of Services

- 13.1. The CUSTOMER may only use the Cloud Services in accordance with these Special Terms and Conditions for Cloud Services. CUSTOMER shall not reverse engineer, decompile, disassemble or circumvent any technical restrictions on the Cloud Services, except as permitted by applicable law despite such restrictions. CUSTOMER shall not disable, tamper with or otherwise attempt to circumvent any billing mechanism that measures CUSTOMER's use of the Cloud Services.
- 13.2. The CUSTOMER may not use the Cloud Services:
- in a manner prohibited by law, regulation, governmental order or other applicable regulation;
 - to violate the rights of others;
 - attempt to gain unauthorized access to or disrupt any service, device, data, account or network;
 - to send spam or spread malware;

- in a manner that could harm the Cloud Services or interfere with anyone else's use of them;
 - in any application or situation where failure of the Cloud Services could result in death or serious bodily injury to any person or serious physical or environmental damage.
- 13.3. Violation of the terms in this section may result in suspension of the Cloud Services. Unless COSMO CONSULT deems an immediate suspension necessary, COSMO CONSULT will give notice with a reasonable period of time before suspending the respective Cloud Service.

14. Responsibility for Users and Data

- 14.1. The CUSTOMER shall provide COSMO CONSULT with the list of users who are to have access to the respective Cloud Service.
- 14.2. The CUSTOMER is responsible for maintaining the confidentiality of all non-public authentication data associated with the use of the Cloud Services. The CUSTOMER shall inform COSMO CONSULT immediately of any possible misuse of accounts or authentication data or of any security incidents in connection with the respective Cloud Service.
- 14.3. The CUSTOMER shall be solely responsible for all data. The CUSTOMER shall provide COSMO CONSULT with data and rights thereto that COSMO CONSULT requires for

the provision of the Cloud Services without violating the rights of third parties or otherwise obligating COSMO CONSULT vis-à-vis the CUSTOMER or third parties.

- 14.4. COSMO CONSULT does not assume any obligations with respect to the CUSTOMER's data or use of the Cloud Services that are not expressly set forth in this Special Terms and Conditions for Cloud Services or required by law.

15. Remuneration

- 15.1. The remuneration for the Cloud Services and their invoicing shall be based on the Order Form.
- 15.2. COSMO CONSULT is entitled to increase or decrease the agreed remuneration for Cloud Services in the event of changes in procurement prices, in particular in the event of an increase or decrease in the prices for Microsoft Azure. COSMO CONSULT shall notify the CUSTOMER of the change in the aforementioned prices two months in advance. In the event of an increase of more than ten percent, the CUSTOMER shall be entitled to terminate the Cloud Services in accordance with No. 12.3.

16. Rights of Use

- 16.1. COSMO CONSULT grants the CUSTOMER the non-exclusive, non-transferable, worldwide right to use the respective Cloud Service limited to the term of the subscription exclusively for internal

company use by its users. The CUSTOMER is not entitled to pass this on to third parties in whole or in part in any way, whether in return for payment or free of charge.

- 16.2. The granting of rights of use to standard software is not the subject of these Special Terms and Conditions for Cloud Services (cf. No. 3.2).

17. Data Rights

- 17.1. With the exception of software and services which COSMO CONSULT licenses to or provides to the CUSTOMER, the CUSTOMER shall retain all rights to its data in the relationship between the parties. COSMO CONSULT shall not acquire any rights to the data, with the exception of the provision of the respective Cloud Service to the CUSTOMER, including the right to use and reproduce the data exclusively within the scope of the provision of the respective Cloud Service.
- 17.2. COSMO CONSULT may collect and use information related to the performance of the respective Cloud Service, including confidential information, as aggregated data, provided that "aggregated data" is statistical information that cannot be attributed to any natural or legal person.
- 17.3. COSMO CONSULT may use the Aggregated Data to provide and improve the services, including, without limitation, to conduct research and analysis, to provide the results of analysis of the Aggregated Data

to third parties and to market COSMO CONSULT's Services.

18. Data Storage and Data Security

- 18.1. The CUSTOMER is obliged to inform COSMO CONSULT immediately of any possible misuse of its accounts or authentication data as well as of any security incidents in connection with the respective Cloud Service.
- 18.2. COSMO CONSULT warrants that the Data will be stored in Microsoft Azure data centers in accordance with CUSTOMER's choice of geographic region.
- 18.3. CUSTOMER understands and agrees that usernames, passwords and other Active Directory data may be replicated to different Azure data centers without CUSTOMER's prior consent.
- 18.4. The CUSTOMER shall be solely liable for any loss or damage resulting from unjustified manipulation or deletion of data, including but not limited to unjustified deletion or removal of user accounts, if caused by the CUSTOMER.
- 18.5. COSMO CONSULT may commission other companies to provide services on its behalf in connection with the respective Cloud Service. These subcontractors may only receive the data for the provision of the services commissioned by COSMO CONSULT and may not use the data for any other purpose.

19. Security Breach

19.1. In the event of the occurrence or suspicion of a security breach or breach of privacy in connection with data, COSMO CONSULT will proceed as follows:

- notify the CUSTOMER immediately by e-mail;
- take all necessary measures to require persons who are or could be involved in such unauthorized access or handling of rights to comply with the duty of confidentiality towards COSMO CONSULT and to stop such unauthorized activities;
- provide the CUSTOMER with all reasonable assistance to enable it to require any person who is or may be involved in such unauthorized access or handling of Rights to comply with a duty of confidentiality to the CUSTOMER and to cease such unauthorized activities;
- cooperate with the CUSTOMER to assist in the forensic examination of the security breach, including the assessment of the scope and extent of the data loss or compromise; and
- eliminate the cause of the breach as soon as possible in order to prevent further exposure and provide confirmation of the closure of the problem that caused the breach.

20. Service Levels

20.1. The following table describes the Service Levels for the Cloud Services:

Description	Formula	Frequency	Service level
Response to support requests (within 24 hours on working days)	Number of support requests within the response time / total number of reported service requests * 100	Monthly	>= 95%
Advance maintenance notices (scheduled maintenance: 10 calendar days / emergency maintenance: 48 hours)	(Number of timely notifications of scheduled maintenance / total number of notifications of scheduled maintenance * 100) + (Number of timely notifications of emergency maintenance / total number of notifications of emergency maintenance * 100) / 2	Monthly	>= 95%
Availability of the CUSTOMER's Cloud Services instance(s)	Number of minutes of operating time / total number of possible minutes of operating time * 100	Monthly	>= 98% or >= 99.5% or >= 99.9%, depending on the booked service

21. Amount and Method of Calculating Service Credits

21.1. The amount and method of calculating Service Credits are described below:

- Response to support requests and maintenance notices

Actual Service Level for response to support requests	Actual Service Level for advance maintenance notifications	Service Credit
< 95%	<95%	5%
<50%	<50%	25%

If the Service Levels for response to support requests and maintenance notifications are not fulfilled at the same time, the Service Credits are not added. The higher value is applied once.

- Availability of Cloud Services Instance(s):

Actual Service Level for availability of the instance(s)	Service Credit
< 98% or < 99.5% or < 99.9%, depending on the service booked .	1% for each percentage point of unavailability

If the percentage of non-availability is not a whole number, it is rounded commercially to the percentage unit with the nearest value. The maximum service credit for non-compliance with the service level availability is 10%.