

SaaS Agreement

1. Definitions

In this Agreement:

- **"Provider"** means Bernstein Technologies GmbH, a company incorporated in Germany, Register Number: HRB 229129 München, having its registered office at Volkartstr. 10, 80634 Munich, Germany;
 - **"Customer"** means any party that have the ability to form a contract with the Provider and is not barred from doing so by applicable law;
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- **"Account"** means an account enabling a person to access and use the Hosted Services;
 - **"Agreement"** means this agreement including any Schedules, and any amendments to this Agreement from time to time;
 - **"Business Day"** means any weekday other than a public holiday in Germany;
 - **"Business Hours"** means the hours of 09:00 to 17:00 GMT+1 on a Business Day;
 - **"Charges"** means the following amounts:
 - a. the amounts specified in Part 2 of Schedule 1 (Hosted Services Particulars);
 - b. the amounts as may be agreed in writing by the parties from time to time;
 - **"Customer Confidential Information"** means: any information disclosed by the Customer to the Provider during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
 - a. was marked as "confidential"; or
 - b. should have been reasonably understood by the Provider to be confidential;
 - **"Customer Data"** means all data, works and materials: uploaded to or stored on the Platform by the Customer; transmitted by the Platform at the instigation of the Customer; supplied by the Customer to the Provider for uploading to, transmission by or storage on the Platform; or generated by the Platform as a result of the use of the Hosted Services by the Customer (but excluding analytics data relating to the use of the Platform and server log files);
 - **"Customer Personal Data"** means any Personal Data that is processed by the Provider on behalf of the Customer in relation to this Agreement;
 - **"Data Protection Laws"** means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);
 - **"Documentation"** means the documentation for the Hosted Services produced by the Provider and delivered or made available by the Provider to the Customer;
 - **"Effective Date"** means the date an Account is generated for the Customer;

- "**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);
- "**Hosted Services**" means the Bernstein.io Web Site, the Bernstein.io Web App and the Bernstein.io Verify Web App, which will be made available by the Provider to the Customer as a service via the internet in accordance with this Agreement;
- "**Hosted Services Specification**" means the specification for the Platform and Hosted Services set out in Part 1 of Schedule 1 (Hosted Services Particulars) and in the Documentation;
- "**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights;
- "**Maintenance Services**" means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;
- "**Personal Data**" has the meaning given to it in the Data Protection Laws applicable in Germany from time to time;
- "**Platform**" means the platform managed by the Provider and used by the Provider to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;
- "**Schedule**" means any schedule attached to the main body of this Agreement;
- "**Services**" means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement;
- "**Support Services**" means support in relation to the use of the Hosted Services, but shall not include the provision of training services;
- "**Supported Web Browser**" means the current release from time to time of Google Chrome or Apple Safari, or any other web browser that the Provider agrees in writing shall be supported;
- "**Term**" means the term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2;
- "**Update**" means a hotfix, patch or minor version update to any Platform software; and
- "**Upgrade**" means a major version upgrade of any Platform software.

2. Acceptance of the Agreement

- 2.1. By using the Hosted Services, the Customer is agreeing to be bound by the terms of this Agreement. If the Customer use the Service on behalf of an organization, the Customer agrees to the terms of this Agreement for that organization and has the authority to bind the organization to the Agreement.

3. Term

- 3.1. This Agreement shall come into force upon the Effective Date.
- 3.2. This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 17 or any other provision of this Agreement or with other terms that may be agreed in writing by the parties from time to time.

4. Hosted Services

- 4.1. The Provider shall ensure that the Platform will automatically generate an Account for the Customer and provide to the Customer login details for that Account.
- 4.2. The Provider hereby grants to the Customer a licence to use the Hosted Services by means of a Supported Web Browser during the Term.
- 4.3. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Provider to the Customer under Clause 4.2 is subject to the following prohibitions:
 - a. the Customer must not sub-license its right to access and use the Hosted Services;
 - b. the Customer must not permit any unauthorised person to access or use the Hosted Services;
 - c. the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without the prior written consent of the Provider.
- 4.4. The Customer shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Hosted Services using an Account.
- 4.5. The Provider shall use reasonable endeavours to maintain the availability of the Hosted Services to the Customer, but does not guarantee 100% availability.
- 4.6. For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
 - a. Force Majeure Event;
 - b. a fault or failure of the internet or any public telecommunications network;
 - c. a fault or failure of the Customer's computer systems or networks;
 - d. any breach by the Customer of this Agreement; or
 - e. scheduled maintenance carried out in accordance with this Agreement.
- 4.7. The Customer must comply with Schedule 2 (Acceptable Use Policy), and must ensure that all persons using the Hosted Services with the authority of the Customer or by means of an Account comply with Schedule 2 (Acceptable Use Policy).
- 4.8. The Customer must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.



- 4.9. The Customer must not use the Hosted Services:
 - a. in any way that is unlawful, illegal, fraudulent or harmful; or
 - b. in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.10. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.11. The Provider may suspend the provision of the Hosted Services if any amount due to be paid by the Customer to the Provider under this Agreement is overdue, and the Provider has given to the Customer at least 10 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

5. Maintenance Services

- 5.1. The Provider shall provide the Maintenance Services to the Customer during the Term.
- 5.2. The Provider shall where practicable give to the Customer at least 3 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Provider's other notice obligations under this main body of this Agreement.
- 5.3. The Provider shall provide the Maintenance Services with reasonable skill and care.

6. Support Services

- 6.1. The Provider shall provide the Support Services to the Customer during the Term.
- 6.2. The Provider shall make available to the Customer a helpdesk in accordance with the provisions of this main body of this Agreement.
- 6.3. The Provider shall provide the Support Services with reasonable skill and care.
- 6.4. The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 6.5. The Provider shall respond promptly to all requests for Support Services made by the Customer through the helpdesk.

7. Customer Data

- 7.1. The Customer hereby grants to the Provider a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of the Provider's obligations and the exercise of the Provider's rights under this Agreement. The Customer also grants to the Provider the right to sub-license these rights to its hosting, connectivity and telecommunications service providers, subject to any express restrictions elsewhere in this Agreement.
- 7.2. The Customer warrants to the Provider that the Customer Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation.
- 7.3. The Provider shall create a backup copy of the Customer Data at least monthly, shall ensure that each such copy is sufficient to enable the Provider to restore the Hosted Services to the



state they were in at the time the backup was taken, and shall retain and securely store each such copy for a minimum period of 90 days.

- 7.4. Within the period of 5 Business Days following receipt of a written request from the Customer, the Provider shall use all reasonable endeavours to restore to the Platform the Customer Data stored in any backup copy created and stored by the Provider in accordance with Clause 7.3. The Customer acknowledges that this process will overwrite the Customer Data stored on the Platform prior to the restoration.

8. Intellectual Property Rights

- 8.1. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Provider to the Customer, or from the Customer to the Provider.

9. Charges

- 9.1. The Customer shall pay the Charges to the Provider in accordance with this Agreement.
- 9.2. All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Customer to the Provider.
- 9.3. The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation.

10. Payments

- 10.1. The Customer must pay the Charges to the Provider in advance of the generation of the Account or in advance of the period to which they relate.
- 10.2. The Provider shall issue invoices for the Charges to the Customer within 10 days from the payment date.
- 10.3. The Customer must pay the Charges by debit card, credit card or bank transfer (using such payment details as are notified by the Provider to the Customer from time to time).

11. Provider's confidentiality obligations

- 11.1. The Provider must:
 - a. keep the Customer Confidential Information strictly confidential;
 - b. not disclose the Customer Confidential Information to any person without the Customer's prior written consent;
 - c. use the same degree of care to protect the confidentiality of the Customer Confidential Information as the Provider uses to protect the Provider's own confidential information of a similar nature, being at least a reasonable degree of care;
 - d. act in good faith at all times in relation to the Customer Confidential Information.
- 11.2. Notwithstanding Clause 11.1, the Provider may disclose the Customer Confidential Information to the Provider's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Customer Confidential Information for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Customer Confidential Information.

- 11.3. This Clause 11 imposes no obligations upon the Provider with respect to Customer Confidential Information that:
- a. is known to the Provider before disclosure under this Agreement and is not subject to any other obligation of confidentiality;
 - b. is or becomes publicly known through no act or default of the Provider; or
 - c. is obtained by the Provider from a third party in circumstances where the Provider has no reason to believe that there has been a breach of an obligation of confidentiality.
- 11.4. The restrictions in this Clause 11 do not apply to the extent that any Customer Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Provider on any recognised stock exchange.
- 11.5. The provisions of this Clause 11 shall continue in force for a period of 3 years following the termination of this Agreement, at the end of which period they will cease to have effect.

12. Data protection

- 12.1. The Provider shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.
- 12.2. The Customer warrants to the Provider that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with this Agreement.
- 12.3. The Customer shall only supply to the Provider, and the Provider shall only process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 3 (Data processing information) and of the types specified in Part 2 of Schedule 3 (Data processing information); and the Provider shall only process the Customer Personal Data for the purposes specified in Part 3 of Schedule 3 (Data processing information).
- 12.4. The Provider shall only process the Customer Personal Data during the Term and for not more than 180 days following the end of the Term, subject to the other provisions of this Clause 12.
- 12.5. The Provider shall only process the Customer Personal Data on the documented instructions of the Customer (including with regard to transfers of the Customer Personal Data to any place outside the European Economic Area).
- 12.6. The Provider shall promptly inform the Customer if, in the opinion of the Provider, an instruction of the Customer relating to the processing of the Customer Personal Data infringes the Data Protection Laws.
- 12.7. Notwithstanding any other provision of this Agreement, the Provider may process the Customer Personal Data if and to the extent that the Provider is required to do so by applicable law. In such a case, the Provider shall inform the Customer of the legal requirement before processing, unless that law prohibits such information.
- 12.8. The Provider shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 12.9. The Provider shall implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.



- 12.10. The Provider must not engage any third party to process the Customer Personal Data without the prior specific or general written authorisation of the Customer. The Provider shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on the Provider by this Clause 12.
- 12.11. As at the Effective Date, the Provider is hereby authorised by the Customer to engage, as sub-processors with respect to Customer Personal Data, third parties within the categories identified in Part 5 of Schedule 3 (Data processing information).
- 12.12. The Provider shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 12.13. The Provider shall report any Personal Data breach relating to the Customer Personal Data to the Customer within 24 hours following the Provider becoming aware of the breach.
- 12.14. The Provider shall make available to the Customer all information necessary to demonstrate the compliance of the Provider with its obligations under this Clause 12.
- 12.15. The Provider shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 12.16. The Provider shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- 12.17. If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

13. Warranties

- 13.1. The Provider warrants to the Customer that:
 - a. the Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
 - b. the Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfilment of the Provider's obligations under this Agreement; and
 - c. the Provider has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.
- 13.2. The Provider warrants to the Customer that:
 - a. the Platform will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - b. the Platform will incorporate security features reflecting the requirements of good industry practice.
- 13.3. The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not breach any laws, statutes or regulations.



- 13.4. The Provider warrants to the Customer that the Hosted Services, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person.
- 13.5. If the Provider reasonably determines, or any third party alleges, that the use of the Hosted Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, the Provider may at its own cost and expense:
 - a. modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
 - b. procure for the Customer the right to use the Hosted Services in accordance with this Agreement.
- 13.6. The Customer warrants to the Provider that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 13.7. All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

14. Acknowledgements and warranty limitations

- 14.1. The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be wholly free from defects, errors and bugs.
- 14.2. The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Provider gives no warranty or representation that the Hosted Services will be entirely secure.
- 14.3. The Customer acknowledges that the Hosted Services are designed to be compatible only with that software and those systems specified as compatible in the Hosted Services Specification; and the Provider does not warrant or represent that the Hosted Services will be compatible with any other software or systems.
- 14.4. The Customer acknowledges that the Provider will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Hosted Services; and, except to the extent expressly provided otherwise in this Agreement, the Provider does not warrant or represent that the Hosted Services or the use of the Hosted Services by the Customer will not give rise to any legal liability on the part of the Customer or any other person.

15. Limitations and exclusions of liability

- 15.1. Nothing in this Agreement will:
 - a. limit or exclude any liability for death or personal injury resulting from negligence;
 - b. limit or exclude any liability for fraud or fraudulent misrepresentation;
 - c. limit any liabilities in any way that is not permitted under applicable law; or
 - d. exclude any liabilities that may not be excluded under applicable law.
- 15.2. The limitations and exclusions of liability set out in this Clause 15 and elsewhere in this Agreement:
 - a. are subject to Clause 15.1; and



- b. govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 15.3. Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event or in respect of any loss of profits or anticipated savings, any loss of revenue or income, any loss of use or production, any loss of business, contracts or opportunities.
- 15.4. The Provider shall not be liable to the Customer in respect of any loss or corruption of any data, database or software; providing that this Clause 16.8 shall not protect the Provider unless the Provider has fully complied with its obligations under Clause 7.3 and Clause 7.4.
- 15.5. Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage.
- 15.6. The liability of each party to the other party under this Agreement in respect of any event or series of related events shall not exceed the greater of: (a) 50 Eur; and (b) the total amount paid and payable by the Customer to the Provider under this Agreement in the 6 month period preceding the commencement of the event or events.
- 15.7. The aggregate liability of each party to the other party under this Agreement shall not exceed the greater of: (a) 100 Eur; and (b) the total amount paid and payable by the Customer to the Provider under this Agreement.

16. Force Majeure Event

- 16.1. If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 16.2. A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
 - a. promptly notify the other; and
 - b. inform the other of the period for which it is estimated that such failure or delay will continue.
- 16.3. A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. Termination

- 17.1. Either party may terminate this Agreement by giving to the other party at least 30 days' written notice of termination.
- 17.2. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if the other party commits a material breach of this Agreement.
- 17.3. Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
 - a. the other party: (i) is dissolved; (ii) ceases to conduct all of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;



- b. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- c. an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

18. Effects of Termination

- 18.1. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 4.10, 10, 11, 12, 13, 16, 18 and 20.
- 18.2. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.
- 18.3. Within 30 days following the termination of this Agreement for any reason:
 - a. the Customer must pay to the Provider any Charges in respect of Services provided to the Customer before the termination of this Agreement; and
 - b. the Provider must refund to the Customer any Charges paid by the Customer to the Provider in respect of Services that were to be provided to the Customer after the termination of this Agreement,without prejudice to the parties' other legal rights.

19. Subcontracting

- 19.1. Subject to any express restrictions elsewhere in this Agreement, the Provider may subcontract any of its obligations under this Agreement.
- 19.2. The Provider shall remain responsible to the Customer for the performance of any subcontracted obligations.
- 19.3. Notwithstanding the provisions of this Clause 19 but subject to any other provision of this Agreement, the Customer acknowledges and agrees that the Provider may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of services in relation to the support and maintenance of elements of the Platform.

20. General

- 20.1. No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.
- 20.2. If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 20.3. The Provider reserves the right to modify or replace the terms at any time. If the alterations constitute a material change to the terms, the Provider will promptly notify the Customers using the most reasonable methods, including email to the email addresses associated to the Account and by posting an announcement on the site.



- 20.4. Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 20.5. This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 20.6. This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 20.7. This Agreement shall be governed by and construed in accordance with German law.
- 20.8. The courts of Munich in Germany shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

SCHEDULE 1

HOSTED SERVICES PARTICULARS

1. Specification of Hosted Services

1.1. The Provider provides the following Hosted Services

a. Bernstein.io **Web Site**

A web site, available at the URL <https://www.bernstein.io>, that offers information about intellectual property, innovation and blockchain technologies. It also acts as a repository of documentation about the other Hosted Services.

b. Bernstein.io **Web App**

A web application, available at the URL <https://app.bernstein.io>, that provides multiple certification solutions to secure and manage intellectual property assets and processes. Users are able to organize files and textual information into coherent sets called “Projects”. User can request certificates to prove existence and/or ownership for the content of each Project. All files and textual information added to a Project are encrypted in the user’s browser using an encryption key that is never shared with the Provider. Project data are stored on the Bernstein servers in encrypted form, accessible in clear text form only to the user. Access and use of the Bernstein.io Web App is limited to registered users.

c. Bernstein.io **Verify Web App**

A web application, available at the URL <https://app.bernstein.io/verify>, where users can validate the certificates created using the Bernstein.io Web App. No registration is required to access and use this Hosted Service.

2. Financial provisions

2.1. Bernstein.io Web Site and Bernstein.io Verify Web App are provided free of charge

2.2. Access and usage of Bernstein.io Web App require an active subscription to one of the plans described at the url <https://www.bernstein.io/pricing>.

2.3. The Provider and the Customer may agree in writing on customized subscription plans, with special terms and pricing.



SCHEDULE 2

ACCEPTABLE USE POLICY

1. Introduction

- 1.1. This acceptable use policy (the "Policy") sets out the rules governing:
 - a. the use of www.bernstein.io, any successor website, and the services available on that website or any successor website (the "Services"); and
 - b. the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("Content").
- 1.2. References in this Policy to "you" are to any customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to Bernstein Technologies GmbH (and "we" and "our" should be construed accordingly).
- 1.3. By using the Services, you agree to the rules set out in this Policy.
- 1.4. You must be at least 18 years of age to use the Services; and by using the Services, you warrant and represent to us that you are at least 18 years of age.

2. General usage rules

- 2.1. You must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.
- 2.2. You must ensure that all Content complies with the provisions of this Policy.
- 2.3. You must not use the Services:
 - a. in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - b. in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.

3. Unlawful Content

- 3.1. Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2. Content must not:
 - a. be libellous or maliciously false;
 - b. be obscene or indecent;
 - c. infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right];
 - d. infringe any right of confidence, right of privacy or right under data protection legislation;



- e. constitute negligent advice or contain any negligent statement;
- f. constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- g. be in contempt of any court, or in breach of any court order;
- h. constitute a breach of racial or religious hatred or discrimination legislation;
- i. be blasphemous;
- j. constitute a breach of official secrets legislation; or
- k. constitute a breach of any contractual obligation owed to any person].

3.3. You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Monitoring

4.1. You acknowledge that we do not actively monitor the Content or the use of the Services.



SCHEDULE 3

DATA PROCESSING INFORMATION

1. Categories of data subject

- Bernstein.io Web App
 - Customer's current personnel
 - Customer's former personnel
 - Customer's contractors/consultants/freelancers
- Bernstein.io Web Site and Bernstein.io Verify Web App
 - Website visitors

2. Types of Personal Data

- Name
- Personal and/or work address
- Personal and/or work email address
- Personal and/or work phone number
- Profile photo
- Birthday/age
- Languages
- Bank account or Credit card details
- Electronic identification data: IP address, log-in data, cookies, ...

3. Purposes of processing

The Provider collects and processes the Customer Personal Data for the following purposes:

- a. management of the relationship with the data subject, as well as for the provision of information, assistance, and services requested;
- b. marketing purposes related to market research and customer satisfaction surveys, as well as sending promotional material on products, services, and events offered by the Provider.

Personal Data may only be processed for specified and explicitly stated purposes and may not be subsequently processed for any purpose that goes beyond these purposes.

It is understood that the Provider will not disclose Personal data to third parties for the marketing purposes specified in Clause 3.b.

4. Security measures for Personal Data

The Provider processes Personal Data either with or without electronic tools, and in any case in compliance with the security requirements requested by applicable laws. To this end the Provider has taken appropriate technical and organizational security measures to protect Personal Data from unauthorised access, amendment, dissemination or destruction.

Personal Data will be kept for the time strictly necessary to achieve the purposes they have been collected for

and in order to comply with applicable law and regulatory obligations. The data will be either deleted or permanently anonymized once the above mentioned purposes have been achieved, unless the Provider is required to keep the data for a longer period due to law or regulatory obligations.

5. Categories of sub-processors

The Provider uses sub-processors (listed below), to assist in providing services as described in the SaaS Agreement. All Hosted Services operate on cloud platforms, listed in the table below. The Provider holds control and access to data hosted on these services. The following table describes the services and purpose for which these infrastructure service providers have been engaged.

Vendor	Purpose	Data Center
Amazon Web Services, Inc.	Cloud infrastructure provider - Hosting of SaaS applications - Data storage and data backups	European Economic Area
Google Cloud Platform	Cloud infrastructure provider - Hosting of SaaS applications - Data storage and data backups	European Economic Area
SendGrid, Inc.	Email Service Provider - Managed mail servers	United States



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