

DataCo Service Terms

1. Scope of Applicability

- 1.1. DataCo International UK Limited, Suite 1, 7th Floor, 50 Broadway, London SW1H OBL ("DataCo") offers a "one-stop-shop" solution designed to support its contract partners ("Customers" and collectively with DataCo the "Parties") to meet their obligations in the fields of security and compliance.
- 1.2. The solution offered by DataCo comprises (i) the operation of an online-platform (the "DataCo Platform") which DataCo makes available to its Customers under a software-as-a-service (SaaS) model (the services made available via this online-platform to the extent ordered by the Customer under the Order Form hereinafter the "SaaS Services") and (ii) the provision of support services (these services to the extent ordered by the Customer under the Order Form hereinafter the "Support Services").
- 1.3. As part of its offerings in relation to the SaaS Services and the Support Services, DataCo offers a broad range of service packages granting the Customer the option to select its desired service packages under the Order Form (these service packages to the extent ordered by the Customer under the Order Form hereinafter the "Service Packages") including the selected applicable "Framework(s)".
- 1.4. Further, with respect to the SaaS Services only, DataCo offers certain service levels which have been created with a view to the Customer's needs in the relevant field (granting the Customer the option to select its service level under the Order Form (these service levels to the extent ordered by the Customer under the Order Form hereinafter the "Capability Levels").
- 1.5. Further, with respect to the Support Services only, DataCo offers certain support levels which have been created with a view to the Customer's needs in the relevant field (granting the Customer the option to select its support level under the Order Form (these support levels to the extent ordered by the Customer under the Order Form hereinafter the "Support Levels").
- 1.6. These DataCo Service Terms set forth the terms and conditions under which DataCo will provide the ordered SaaS Services and the ordered Support Services as selected by the Customer under the Order Form to the Customer (collectively the "Services").
- 1.7. DataCo offers its Services only to business customers, a registered entity (a person or organization possessing separate and distinct legal rights, such as an individual, partnership or corporation).

2. Ordering of Services by the Customer

- 2.1. The range of services which the Customer may select, and a specification of these services is attached hereto as Annex 1 (the "Service Description"). The applicable Service Fees (as defined below) are set forth in the Order Form.
- 2.2. In order to subscribe for any Services, the Customer may request an offer from DataCo.
- 2.3. DataCo may then provide the Customer with an order form which (the "Order Form") shall constitute a binding offer by DataCo for the execution of a service contract over the provision of

the Services as specified in the Order Form which (the "Service Contract"). For the avoidance of doubt, the Order Form will not bear any signature of any representative of DataCo.

- 2.4. The Customer may accept the offer by executing the Order Form (either in writing or via any kind of electronic form, such as PandaDoc or DocuSign) and submitting it to DataCo.
- 2.5. The Service Contract shall become effective on the first day of the calendar month following the calendar month during which DataCo receives the duly executed Order Form. This date shall be regarded as the commencement date of the Service Contract, unless another effective date is specified in the Order Form (the "Commencement Date").
- 2.6. The Service Contract consists of the Order Form, these DataCo Service Terms, and any other documents incorporated into the Order Form by way of reference.
- 2.7. The Customer's general terms and conditions of business do not become part of the contractual relationship, even if they are included with requests for offers, orders, and acceptances.
- 2.8. Once a Service Contract has entered into effect, it will supersede all previous agreements between the parties in relation to the Services forming the subject matter of the Service Contract, particularly any non-disclosure agreements entered into prior to said Service Contract. This does not apply to agreements that only amend individual provisions of existing agreements or are referred to as an addendum to an existing agreement.

3. General Service Principles

- 3.1. DataCo owes only those Services which have been selected in the Order Form and in this respect DataCo owes only those tasks which are specified in the Service Description.
- 3.2. Unless specifically agreed otherwise in the Order Form, only the Customer may receive the Services to be provided hereunder. Affiliated companies of the Customer or other third-parties may only receive the Services if specifically agreed in the Order Form (such affiliated companies or other third parties named in the Order Form together "Additional Organizations").
- 3.3. Subject to the provisions of any data processing agreement between DataCo and the Customer, to the extent applicable, DataCo is entitled to use third parties (sub-contractors) in the performance of the Services, including, without limitation, host providers and other providers of cloud-based services. Subject to the limitation of liability and any other provisions of the Service Contract, DataCo shall be vicariously liable for the performance of any subcontractors used.
- 3.4. To the extent that the performance of the Services requires knowledge of any laws outside of Germany, Austria and the UK, DataCo will insofar be released from its performance obligation, and the Customer and the Additional Organization will be solely responsible for compliance with those other national laws.
- 3.5. In this respect, in particular DataCo's nomination as a data protection officer for any such Additional Organization outside of Germany, Austria and the UK will be precluded. To the extent that DataCo provides Services for any such Additional Organizations, all such activities will be limited to the performance of the remaining Services. In this respect, DataCo will provide its Services solely for the Customer in consultation with the Customer's central coordination function.
- 3.6. DataCo reserves the right to make certain additional features (on top of the agreed Services) available to the Customer for testing purposes only. Such features will be labelled accordingly, will

be made available free of charge and without any warranty or liability.

4. Duties and Obligations on the part of the Customer

- 4.1. The Customer will notify DataCo of central coordinators nominated for the performance of the Service Contract with DataCo.
- 4.2. The Customer shall ensure that any required cooperation will be provided to DataCo in due time, to the necessary extent and free of charge; more specifically, the Customer shall inform DataCo of any facts and circumstances that are relevant for performance of the Service, respond to any of DataCo's queries pertaining thereto and participate in any meetings required for this purpose.
- 4.3. Data carriers and files made available by the Customer must be faultless, both technically and with regard to their content; in particular, they must not contain any malware (e.g. computer viruses). Where this is not the case, the Customer shall compensate DataCo for any and all damage resulting from the use of such data carriers or files.
- 4.4. Where the Customer fails to co-operate to the extent required, or in due time, or as agreed, the Customer shall be responsible for any resulting damage and expenditure (e.g. fines, delays, additional expenses).
- 4.5. The Customer shall forward notice of delayed or insufficient Services in writing (email being sufficient) along with a clear description of the fault symptoms and, where possible, include written documents (to be drawn up if need be), hard copies and any other documents illustrating the relevant delayed or insufficient Services.
- 4.6. The Customer is solely responsible for the accuracy and lawfulness of its contents and information provided by it and the lawful use of any intellectual property it uses and shall be solely liable for any infringements in this regard. The Customer hereby represents that the contents and information it makes available and their use by DataCo, do not breach applicable law and/or any third-party rights.
- 4.7. The Customer shall refrain from inputting any data containing viruses, malware or similar programs that are liable to damage, surreptitiously intercept or delete data or systems.

5. Provision of the SaaS Services

- 5.1. DataCo provides the SaaS Services to the Customer under a Software-as-a-Service (SaaS) model limited to the term of the Service Contract as defined in the Order Form (the "Service Term").
- 5.2. Unless otherwise expressly permitted in the Order Form, the Customer shall not permit any affiliated companies or third-parties to access the SaaS Services (cf. Sec. 3.2 above).
- 5.3. DataCo will provide 99.5% DataCo Platform Availability over one-year periods as measured and monitored by DataCo. DataCo Platform Availability will be calculated on an annual basis as follows: (Actual Availability divided by Total Availability) multiplied by 100 ("DataCo Platform Availability"). The following definitions shall apply:
 - 5.3.1. "Actual Availability" means Total Availability minus Downtime, in minutes.
 - 5.3.2. "Downtime" means the time (in minutes) that the Customer may not access the DataCo Platform due to failure or malfunction of the DataCo Platform.

5.3.3. "Total Availability" means 7 days per week, 24 hours per day.

6. SaaS License

- 6.1. Subject to all limitations and restrictions contained in the Service Contract, DataCo grants the Customer a non-exclusive, and non-transferable, non-sublicensable right to access the DataCo Platform hosted by DataCo during the Service Term and to use the SaaS Services provided via the DataCo Platform solely for its internal business purposes (the "SaaS License").
- 6.2. The SaaS License shall also apply to any parts of the Services which DataCo procures from its partners and other third parties as sub-contractors. However, due to the requirements imposed by such third parties on DataCo, certain modifications of the SaaS License may apply which are, as applicable, set forth in the Order Form.

7. Customer Account and Authorized Users

- 7.1. The Customer will have to register for an account in order to access the DataCo Platform (the "Customer Account").
- 7.2. The Customer is responsible for keeping its Customer Account information current, accurate and complete. The Customer is further responsible for maintaining the confidentiality of user login information and credentials for accessing the DataCo Platform and will notify DataCo promptly of any loss, misuse, or unauthorized disclosure of such login information and/or credentials of which Customer becomes aware. DataCo will not be liable for any damage or loss that may result from the Customer's breach of the foregoing obligations.
- 7.3. Unless expressly provided otherwise in the Order Form, the Customer Account may only be used by Customer's personnel i.e. persons working for the Customer whether as employee, manager, or freelancer, regardless of whether the person works full hours or only partially and regardless of whether the person actually uses the Services (the "Authorized Users").
- 7.4. The authorization of the Authorized Users to use the Customer Account may vary depending on the Services selected by the Customer.
- 7.5. The Customer shall be obliged to inform its Authorized Users before the beginning of use of the DataCo Platform about the rights and obligations set forth in the Service Contract. The Customer will be liable for any violation of its obligations under the Service Contract by its Authorized Users or by other third parties who act within the Customer's control

8. Non-Permitted Uses

- 8.1. Except to the extent expressly permitted in the Service Contract or required by law on a non-excludable basis, the SaaS License granted by DataCo to the Customer under the Service Contract is subject to the following prohibitions:
 - 8.1.1. the Customer must not permit any unauthorized person to access or use the DataCo Platform;
 - 8.1.2. the Customer must not use the DataCo Platform to provide services to third parties, unless otherwise specified in the Service Contract;

- 8.1.3. the Customer must not make any alteration to the code of the DataCo Platform; and
 - 8.1.4. the Customer will not, directly or indirectly: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the DataCo Platform; (ii) modify, translate or create derivative works based on the DataCo Platform (except to the extent expressly permitted by DataCo).
- 8.2. The Customer agrees not to use the DataCo Platform to
- 8.2.1. process data on behalf of any third party other than Customer's Authorized Users;
 - 8.2.2. send unsolicited communications, junk mail, spam, or other forms of unsolicited messages in violation of spamming or other laws;
 - 8.2.3. engage in unlawful conduct, including but not limited to violation of any person's privacy rights;
 - 8.2.4. store or transmit any content that infringes upon any third party's intellectual property rights or is otherwise unlawful;
 - 8.2.5. interfere with or disrupt the integrity or performance of the DataCo Platform and its components;
 - 8.2.6. post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software;
 - 8.2.7. send track cookies , or to send electronic communications (including e-mail) in violation of applicable law.
- 8.3. DataCo has the right (but not the obligation) to suspend access to the DataCo Platform or remove any data or content transmitted via the DataCo Platform without liability (i) if the DataCo Platform is being used in violation of the Service Contract or applicable law, and/or (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that DataCo shall use commercially reasonable efforts to notify the Customer prior to suspending the access to the DataCo Platform as permitted under the Service Contract.
- 8.4. Information on DataCo's servers may be unavailable to the Customer during a suspension of access to the DataCo Platform.

9. Provision of the Support Services

- 9.1. DataCo will ensure due skill, care and diligence in the performance of the Support Services under the Service Contract.
- 9.2. Subject to the terms and provisions of the Service Contract, DataCo will determine the method, details, and means of performing the Support-Services.
- 9.3. In connection with the performance of the Support Services, DataCo does not accept any responsibility for specific outcomes or desired results.

10.Designation as Data Protection Officer

- 10.1. In case DataCo is designated as the Customer's data protection officer, the provisions of this Sec. 10 shall apply and shall prevail in case of inconsistencies with the other provisions of these DataCo Service Terms.
- 10.2. The Customer shall ensure that DataCo, in its capacity as data protection officer, officer is involved, properly and in a timely manner, in all issues which relate to the protection of personal data.
- 10.3. The Customer shall support DataCo, in its capacity as data protection officer, in performing the tasks referred to in Art. 29 UK GDPR by providing resources necessary to carry out those tasks and access to personal data and processing operations, and to maintain his or her expert knowledge.
- 10.4. The Customer shall ensure that DataCo, in its capacity as data protection officer, does not receive any instructions regarding the exercise of those tasks. DataCo not be dismissed or penalized by the Customer for performing his tasks. DataCo, in its capacity as data protection officer, shall directly report to the highest management level of the Customer.
- 10.5. Data subjects may contact DataCo, in its capacity as data protection officer, with regard to all issues related to processing of their personal data and to the exercise of their rights under the UK GDPR.
- 10.6. DataCo, in its capacity as data protection officer, shall be bound by secrecy or confidentiality concerning the performance its tasks, in accordance with Union or Member State law.
- 10.7. DataCo, in its capacity as data protection officer, may fulfil other tasks and duties. The Customer shall ensure that any such tasks and duties do not result in a conflict of interests.
- 10.8. DataCo, in its capacity as data protection officer, shall have at least the following tasks:
 - 10.8.1. to inform and advise the Customer and the employees who carry out processing of their obligations pursuant to the UK GDPR and to other Union or Member State data protection provisions;
 - 10.8.2.to monitor compliance with the UK GDPR, with other Union or Member State data protection provisions and with the policies of the Customer in relation to the protection of personal data, including the assignment of responsibilities, awareness-raising and training of staff involved in processing operations, and the related audits;
 - 10.8.3.to provide advice where requested as regards DataCo, in its capacity as data protection officer, impact assessment and monitor its performance pursuant to Art. 35 UK GDPR;
 - 10.8.4.to cooperate with the supervisory authority;
 - 10.8.5.to act as the contact point for the supervisory authority on issues relating to processing, including the prior consultation referred to in Art. 36 UK GDPR, and to consult, where appropriate, with regard to any other matter.
- 10.9. DataCo, in its capacity as data protection officer, shall in the performance its tasks have due regard to the risk associated with processing operations, taking into account the nature, scope, context and purposes of processing.

11. Service Fees

- 11.1. As consideration for the provision of the Services (SaaS Services and Support Services), the Customer shall pay DataCo the fees agreed in the Order Form (the "Service Fees") and, if applicable, any ancillary charges as specified herein. The Service Fees may consist of recurring annual fees and one-off fees.
- 11.2. Services Fees and ancillary charges are always net plus any VAT at the statutory rate.
- 11.3. The Customer shall pay any recurring Service Fees by the payments dates agreed in the Order Form.
- 11.4. Any one-off Service Fees must be paid in advance
- 11.5. All recurring Service Fees will automatically increase by 5% by the end of the initial minimum term and, thereafter, by the end of each renewal term. Any such increase shall be based on the Service Fee applicable by the end of each such term.
- 11.6. Where the Service Fee is calculated on the basis of "FTEs", such term shall mean the number of persons working for the Customer whether as employee, manager, or freelancer, regardless of whether the person works full hours or only partially and regardless of whether the person actually uses the Services.
- 11.7. In cases any affiliated companies or third-parties are included in the Order Form as Additional Organizations (cf. Sec. 3.2 above), the FTEs also of such Additional Organizations shall be used for the calculation of the Service Fees.
- 11.8. The Customer shall notify DataCo in writing (email being sufficient) of any changes to the details which are relevant for the calculation of the Service Fees, particularly if the number of FTEs increases to such a degree that the Customer would be considered to be in a higher size category for the determination of the Service Fee. Any such notices must be given promptly once any increase has occurred which are relevant for the calculation of the Service Fees. In case the number of FTEs increases to such a degree that the Customer would be considered to be in a higher size category for the determination of the Service Fee, the Service Fee shall automatically be adjusted to the Service Fee applicable to the relevant size category. Such adjustment shall become effective upon commencement of the upcoming calendar month (on a pro rata basis) and shall apply until the end of the Service Term (subject to any subsequent increases of the FTEs). For the avoidance of doubt, the Customer shall not be entitled to any decreases of the Service Fees.
- 11.9. In case the Customer orders the Service Package Compliance CPM, the Customer is entitled to a certain number of transactions per calendar month. The Customer will be notified by DataCo in writing (email being sufficient) if the number of permitted transactions is exceeded for any calendar month. In such case, DataCo shall be entitled to charge an additional Service Fee for any calendar month during which the number of permitted transactions is exceeded.
- 11.10. To the extent that, as a consequence of incorrect or missing information provided by the Customer, an incorrect Service Fee is charged by DataCo, DataCo may retrospectively demand the appropriate Service Fee from the Customer in line with the correct specification and the Service scope. Any further rights and remedies of DataCo shall remain unaffected.
- 11.11. In addition to the Service Fees, DataCo will charge any incurred travel expenses on a monthly basis in arrears. Subject to any other contractual agreements, travel expenses and other charges

(cost of transport, including parking fees, accommodation expenses, additional meal expenses, ancillary travel expenses, etc.) will be passed on by way of a travel expense claim as agreed beforehand with the Customer. Rental vehicles will be hired at market rates. Trips made by using a company car will be charged at EUR 0.40/km. Where Customer projects require flights or hotel accommodation, this will be agreed beforehand with the Customer. Train trips will be charged in line with the applicable fee. If the working or travel time falls within the following time periods, the following surcharges will be applied per each hour of work: a) 50% on weekdays (Monday to Friday) from 0:00 to 6:00 hours and from 20:00 to 0:00 hours; b) 100% for Saturdays, Sundays and public holidays.

- 11.12. The invoice amount must be paid into the account specified in the invoice. It must be received into said account no later than fourteen (14) days from receipt of the invoice.
- 11.13. Fees for any payment or bank transfer shall be borne by the Customer.
- 11.14. Any complaints regarding the amount of the Service Fees charged by DataCo must be addressed to DataCo without undue delay after receipt of the invoice. Complaints must be received by DataCo within eight weeks after receipt of the invoice. Where the Customer fails to lodge a complaint in due time, such failure will be deemed to be an acceptance of the issued invoice; DataCo will make specific reference in its invoices to the consequences of any failure to make a complaint in due time. The Customer's statutory rights in the case of complaints after the above period has expired remain unaffected.
- 11.15. The Customer acknowledges and agrees that the Service Fees have been calculated on the basis of the understanding that the Customer would use the Services in accordance with general market standards, i.e. not excessive (fair use). In case of an excessive use, the Parties shall enter into good faith discussion of an adjustment of the Service Fees.

12. IP Ownership

- 12.1. The Customer acknowledges that, subject to the SaaS Licenses granted herein, the Customer has no ownership interest in the DataCo Platform or DataCo materials provided to the Customer.
- 12.2. DataCo owns all right, title, and interest in such DataCo Platform and DataCo materials, subject to any limitations associated with intellectual property rights of third parties. DataCo reserves all rights not specifically granted herein.
- 12.3. DataCo's and the Customer's trademarks, trade names, service marks, and logos, whether or not registered, are the sole and exclusive property of the respective owning Party, which owns all right, title and interest therein.
- 12.4. The use of any open-source components made available by DataCo to the Customer, if any, shall be governed by the applicable open source license terms.

13. Confidentiality

- 13.1. **"Confidential Information"** means any information, documents, items, materials, or electronic files disclosed by one Party to the other Party in written, electronic, oral or any other form, which is marked confidential by the disclosing Party or is by its nature to be treated as confidential.

- 13.2. The Parties undertake to treat the Confidential Information of the other Party as confidential and to use them exclusively for the purposes of the performance of the Service Contract.
- 13.3. The disclosure of the Confidential Information of the disclosing Party by the respective recipient to third parties is only permitted to the extent that this is necessary for the performance of the Service Contract, provided that the third party has committed itself to confidentiality vis-à-vis the Party making the Confidential Information available to the third party or is bound to confidentiality for professional reasons. Legal disclosure obligations remain unaffected. The respective Party making the Confidential Information available to the third party shall be responsible for ensuring that the obligations of the Service Contract are also observed by such third parties. The Party making the Confidential Information available to the third party shall be liable for breaches of the confidentiality obligations under the Service Contract by such third parties as if they were its own breach.
- 13.4. Each Party undertakes to protect the Confidential Information of the respective other Party by taking appropriate security measures.
- 13.5. The foregoing obligations shall not apply to information of which the receiving Party can prove that it (i) was or is available to the public in a lawful manner and in a manner not in breach of the provisions of the Service Contract, (ii) was previously known to the receiving Party and was available to it without restriction, (iii) was disclosed to the receiving Party by a third party authorized to do so, or (iv) was developed by the receiving Party independently and without use of the Confidential Information disclosed by the disclosing Party.
- 13.6. The respective receiving Party undertakes to completely and permanently destroy all documents and records containing Confidential Information of the respective other Party or, in the case of electronic data, to permanently delete such data immediately after termination of the Service Contract. This shall not affect any statutory storage and archiving obligations.
- 13.7. After termination of the Service Contract, all rights and obligations of each Party with respect to the Confidential Information of the respective other Party shall continue to apply for a period of ten (10) years.
- 13.8. Any statutory confidentiality obligations under applicable law, in particular relating to DataCo's activity as data protection officer shall remain unaffected any shall prevail in cases of conflicts with the other provisions of this Section.

14. Customer Data

- 14.1. Before entering its data and information to the DataCo Platform (such data the "**Customer Data**"), the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose.
- 14.2. In addition, the Customer itself shall be responsible for the entry and the maintenance of its Customer Data. DataCo shall create a back-up copy of the Customer Data at least on a weekly basis.
- 14.3. The Customer grants to DataCo a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer Data as is necessary for DataCo to perform or provide the SaaS Services.

- 14.4. The Customer it is solely responsible for all Customer Data, in particular that its transfer and use in accordance with the Service Contract does not violate any applicable laws, including data protection laws, and/or intellectual property rights of third parties.
- 14.5. The Customer acknowledges that DataCo does not exercise any control over Customer Data and that it acts as a mere or passive conduit in transmitting and handling Customer Data.

15. Data Protection

- 15.1. Any processing of personal data of the Customer by DataCo on behalf of the Customer shall be governed by a separate data processing agreement to be executed in accordance with Art. 28 UK GDPR as part of the execution of the Order Form.
- 15.2. The provision of Services in DataCo's capacity shall not be subject to the data processing agreement, but rather shall be governed by the principles of Art. 37 UK GDPR.

16. Limitation of Liability

- 16.1. In case of wilful misconduct, DataCo shall be liable according to the statutory provisions of applicable law.
- 16.2. In case of gross negligence, DataCo shall be liable according to the statutory provisions of applicable law.
- 16.3. In case of ordinary negligence, DataCo shall – provided that the standard of liability is not limited according to statutory provisions of applicable law (such as any limitation to the duty of care observed in own affairs or a limited liability of the data protection officer under applicable law) – only be liable for breach of material contractual obligations (material contractual obligations are obligations the breach of which endangers the purpose of the agreement and the fulfilment of which the Customer generally relies and may reasonably rely on); be limited to the typical damages that were reasonably foreseeable, whereby the Parties agree that the liability for typical, reasonably foreseeable damages per contract year shall not exceed three (3) times the value of the Service Fees paid in the respective contract year, excluding one-off fees.
- 16.4. The aforementioned limitations do not apply to
- 16.4.1. damages resulting from injury to life, body or health;
 - 16.4.2. fraud of fraudulent misrepresentation; or
 - 16.4.3. the assumption of a guarantee for the condition of goods and/or work or fraudulent concealment of defects by DataCo.
- 16.5. The aforementioned limitations of liability shall, subject to the provisions of Section 16.4, apply to (i) any liability claims for whatever legal reason but in particular due to impossibility, default, defective or incorrect delivery, breach of contract, breach of obligations in contractual negotiations and tort, as far as such claims are subject to fault, and (ii) any breach of duty by vicarious agents or any other person for whose conduct DataCo can be held liable according to the statutory provisions of applicable law.

17. Amendment of the Services and the DataCo Service Terms

- 17.1. DataCo is entitled, without being obliged to do so, to amend the Services at any time (i) as part of its general product lifecycle and product improvement policy and (ii) due to changes in the legislation, technical developments, significant changes in market conditions or to improve IT security, provided and insofar as such amendments do not result in a deterioration of the Services, significant subsequent investments on the part of the Customer or an impairment of usability. DataCo shall take appropriate account of the Customer's legitimate interests. If the amendments exceed the scope of the amendments which DataCo implements as part of its general product lifecycle and product improvement policy, DataCo will inform the Customer in good time upfront in writing of any such changes. For the avoidance of doubt, this right to amend does not apply to the tasks that DataCo must perform in its capacity as data protection officer, which are governed by applicable law.
- 17.2. In case DataCo wishes to amend the Service Contract beyond the scope of Sec. 17.1 above, the Customer shall be notified in writing of any such amendments. Any such amendments are only permitted due to changes in the legislation, technical developments, significant changes in market conditions or to improve IT security. DataCo will inform the Customer of any such amendment at least six (6) weeks before they come into effect. In this case, the Customer is entitled to expressly object to the amendment. If the Customer objects to the amendment within the above period, the Service Contract shall remain in force and effect with its then current terms. If the Customer does not object to the amendment within the above period, the amendment shall enter into force on the date specified in the notification. DataCo shall be obliged to inform the Customer in the notification of the consequences set out in this paragraph..

18. Term and Termination

- 18.1. Subject to any deviating provisions in the Order Form, the Service Term shall commence on the Commencement Date and shall run for an initial minimum term as agreed in the Order Form. Thereafter, it shall extend automatically by consecutive renewal terms as agreed in the Order Form, unless terminated by either Party with six (6) months' written notice to the end of the initial minimum term or any renewal term. In order to be valid, any termination notice must be submitted before the commencement of the notice period, with termination taking effect at the end of the initial minimum term or the relevant renewal term, as applicable.
- 18.2. The right to terminate the Service Contract for good cause remains unaffected.
- 18.3. A right to terminate for good cause applies, in particular, if one Party commits a breach of a material contractual obligation under the Service Contract, provided that the other Party cannot reasonably be expected to continue the Service Contract for this reason. The prerequisite for termination under this provision is that the terminating Party must provide the other Party, by way of a warning letter, with a detailed written explanation of the reasons for termination, sets a reasonable period of at least thirty (30) days for the other Party to eliminate the cause for termination and expressly threatens termination in its warning letter if good cause for termination is not eliminated in due time. The threat is not required if the breach of Service Contract cannot, by its nature, be remedied.
- 18.4. Furthermore, a right to terminate for good cause shall be deemed to exist in particular if the other Party suffers or threatens to suffer substantial losses in its economic circumstances, in particular if

the other Party itself files for the opening of insolvency proceedings over its assets or if insolvency proceedings are opened over its assets and/or the other Party suspends payments.

- 18.5. Upon termination of the Service Contract, the Customer shall no longer be entitled to access the DataCo Platform and/or to receive any other Services hereunder. The Customer is responsible for extracting any Customer Data stored on the DataCo Platform which Customer may want to use after the end of the Service Term prior to the effective date of the termination.
- 18.6. Termination of the Service Contract will not limit either Party from pursuing other remedies available to it, nor will such termination relieve the Customer's obligation to pay all Service Fees that have accrued or are otherwise owed by the Customer under the Service Contract.

19. Marketing

- 19.1. The Customer hereby permits DataCo to be named as a reference. In particular, DataCo is entitled to make reference to the Customer in the form of a testimonial pre-agreed with the Customer, stating the Customer's company name, displaying the company logo, naming the contact person and describing the services provided. The utilisation as a reference includes the use on all websites, blogs and social media channels whose content DataCo can control, the use for press releases, advertisements in print media, proprietary corporate documents, for display on company premises, trade fairs and conferences as well as for tenders and presentations.
- 19.2. Any other types of use, such as quoting the Customer or using a detailed service description in the form of a so-called customer success story, require a separate agreement and the Customer's prior consent.

20. Final Provision

- 20.1. Each Party shall bear its own costs incurred in connection with the execution and performance of the Service Contract, unless expressly agreed otherwise in the Service Contract.
- 20.2. This Service Contract shall be governed by the laws of England and Wales, excluding the conflict of laws rules of private international law.
- 20.3. Exclusive place of jurisdiction for all disputes arising out of or in connection with the Service Contract shall be the Courts of England and Wales.