Additional Provisions for Obtaining Cloud Services by Serrala

§ 1 Definitions

In addition to the definitions set in the General Terms and Conditions of Procurement of Serrala (the "**Procurement Terms**"), the following definitions shall apply only within these Additional Provisions for Obtaining Cloud Services by Serrala (the "**Cloud Terms**"):

"**Access Term**": means the term for which Serrala or Serrala Group is to be provided the Cloud Services, as specified in the Order or otherwise in the Contract.

"**Cloud Services**": means those Services provided by Supplier which are indicated in the Contract or the Order as being provided on a "Software as a Service", "SaaS", "PaaS", "IaaS" or "Cloud" basis or where there is a reference to this Cloud Terms in the Order.

"**Cloud Software**": means the computer programs listed in the Contract or Order and any Modification which is provided by Supplier during the term of the Contract.

"**Disaster**": means any occurrence that may be, or may lead to, an unplanned business interruption or disruption or otherwise impairs the ability of Supplier to perform any of the Services.

"**Disaster Recovery Plan**": means a plan which sets out the procedures to be adopted by Supplier in the event of a Disaster (including the procedures to be taken by Supplier in panning and providing for such an event) the Disaster Recovery Plan as of the date of this Contract is being set out in *Annex 1*.

"**Documentation**": means the documentation provided to Serrala by Supplier in connection with the Cloud Software, including the Specification and any user manuals or other documentation provided under the Contract, and including any documentation described in the Order.

"**Implementation Services**": means the activities as set out in the Contract or an Order and all other activities necessary (other than those explicitly assigned to Serrala in the Contract) to implement and/or connect the Cloud Services.

"**Maintenance Release**": means a release of the Cloud Software which corrects faults, adds functionality or otherwise amends or upgrades the Cloud Software.

"**Modification**": means any Maintenance Release or Serrala specific modification.

"**Personal Data**": any data or information of an identified or identifiable natural person.

"**Serrala Cloud Content**": means data (which may be Serrala Materials and include Personal Data) which are stored on, or used, and/or processed by Supplier.

"**Specification**": means, the description of Cloud Services' functions, facilities, performance levels (where appropriate) and related matters.

"**Software Support**": means all maintenance support, update and bug fixing works and services with regard to the Cloud Services.

"**Third Party Provider**": means, any third party, that is operating in particular outsourced IT-systems of Serrala Group or operating technical means and services for Serrala Group's operations.

§ 2 Applicability

1. These Cloud Terms shall apply to any Services to be provided by Supplier to Serrala Group which are Cloud Services, as set out in the Contract or Order, and these Cloud Terms are hereby incorporated together with the Procurement Terms in every Contract concerning or involving the procurement or use of cloud services, including SaaS and access to platforms or online offerings by Serrala Group.

2. These Cloud Terms shall take precedence over the Procurement Terms.

§ 3 Implementation

1. Supplier must perform all of the Implementation Services.

2. Except as otherwise agreed in the Order, Implementation Services are subject to Serrala's acceptance. Supplier shall provide the Implementation Services in a timely manner and sufficient to ensure that any milestone or deadline dates specified in the Order are met and Serrala Group is enabled to fully access and use the Cloud Services on and after the Delivery Date.

3. Supplier shall provide Serrala with regular progress reports that (in reasonable detail) describe the current status of the Implementation Services and identify any actual or anticipated problems or delays (together with details of all actions being taken or to be taken to remedy such problems or delays).

§ 4 Cloud Services

1. Supplier shall provide the Cloud Services in accordance with the Contract. Supplier must provide the Cloud Services from facilities, and using IT architecture and personnel, that are based in the EU, EEA or Switzerland unless otherwise explicitly agreed by Serrala in writing. Supplier is not allowed to change server locations from one state to another, if not explicitly agreed in the Order or in writing by Serrala before the change. If Cloud Services are provided from outside of the EU, EEA or Switzerland, in particular from servers outside of these areas, the Contract or Order must comply with applicable data protection law, the respective applicable regulatory practice of the supervisory authorities, list the respective parts of the Cloud Services and location of the server and what Personal Data and other data is processed from these servers.

2. Supplier shall provide the Cloud Services at the local port to the internet at the Delivery Location of Serrala or the Serrala Group company that is designated to use the Cloud Services. Availability and uptimes are measured at this point.

3. Supplier grants to Serrala and each member of the Serrala Group, during the Access Term, a worldwide, royalty-free, non-exclusive license to:

   a. use the Cloud Services;

   b. access and use the Cloud Software via the Cloud Services; and

   c. use the Cloud Software (and the Documentation) in relation to any business activity of the Serrala Group.

4. Serrala may grant a sub-license of its rights under § 4(3) above to any Third Party Provider for the purpose of such Third Party Provider providing any goods, software and/or services to the Serrala Group.

5. Serrala acknowledges that it has no right, title or interest in the Cloud Software or the Documentation except as set out in the Contract.

6. Except as permitted under the Contract, Serrala must not:

   a. where a maximum number of users of the Cloud Service is specified in the Order, allow more than the maximum number of authorized users to access and use the Cloud Service;

   b. use the Cloud Software as a service bureau or in any similar activity for the benefit of any person who is not a member of the Serrala Group;

   c. reverse engineer, decompile or disassemble the Cloud Software except as permitted by applicable laws;

   d. remove, obliterate or alter any copyright, proprietary or similar notices on the Cloud Software; or

   e. intentionally access, store, distribute or transmit any viruses or other malicious software, or any material during the course of its use of the Cloud Services that: (i) is unlawful, harmful, defamatory, obscene, harassing or racially or ethnically offensive; (ii) constitutes a copyright infringement; (iii) is illegal pornographic content; (iv) promotes unlawful violence; (v) is discriminatory based on race, gender, religious belief, sexual orientation, or (vi) in a manner that is otherwise illegal or causes unjustified damage or injury to any person or property.

7. The Parties will define in the Contract or Order the details on availability of the Cloud Services, error classes, and response time of Supplier. Unless specified otherwise in the Contract or Order, the following shall apply complementary: The minimum availability of the Cloud Services is 99.5%. Availability times are calculated per calendar week. Interruptions of the Cloud Services, that are necessary for ordinary maintenance purposes of the Cloud Services must be announced well in advance and must lay outside of the normal business hours at the Delivery Location. For error classes and response times, the time zone and public holidays of the Delivery Location are relevant. For the avoidance of doubt, Supplier's liability for defects of the Cloud Services and all other statutory rights remain unaffected.

§ 5 Serrala Cloud Content

1. Notwithstanding § 6 of the Procurement Terms:

   a. Serrala Material including all Serrala Cloud Content will be and remain the property of Serrala;

   b. Supplier and Supplier's team shall not be entitled to use or access any Serrala Cloud Content; and

   c. Supplier must not use, store, copy, or disclose any Serrala Cloud Content except as necessary for the performance of its obligations under the Contract or as otherwise expressly authorized in writing by Serrala.

2. Supplier must ensure that Supplier's team (or any other employees, agents or subcontractors of Supplier) do not attempt to access, or allow access to, any Serrala Cloud Content to which they are not entitled.

3. Immediately on request from Serrala and at the end of the term of the Contract, Supplier shall overwrite or permanently erase from its systems all copies of the Serrala Cloud Content (except copies of Serrala Cloud Content stored on backups of Supplier's systems that cannot be deleted with reasonable efforts, and on which Supplier will inform Serrala). Upon request, the Supplier shall prove this to Serrala by providing appropriate evidence.

4. Serrala shall indemnify and hold Supplier harmless from and against all costs, claims, demands, liabilities, expenses, damages, or losses arising out of a claim, solely based on, that the provision of Serrala Cloud Content to Supplier infringes the Intellectual Property Rights of any third party.

§ 6 Cloud Warranties

1. In addition to any warranties given by Supplier in the Procurement Terms, Supplier represents, warrants and undertakes that the Cloud Software as a whole and any individual Modification will:

    a. during the term of the Contract, be free from any material defects; and

    b. comply and perform in accordance with the Contract, the Order and the Documentation.

2. Without limiting § 6(1) above, Supplier represents, warrants and undertakes that each Modification will not degrade the functionality or performance of the Cloud Software.

3. Supplier represents, warrants and undertakes that, when delivered the Cloud Software to Serrala Group or otherwise implemented by Supplier under the Contract:

    a. it will not insert or include, or permit or cause any person or software to insert or include any malicious software into the Cloud Software as a whole or any individual Modification, or direct or indirect into Serrala Group's IT-systems;

    b. it will use up-to-date, industry accepted anti-virus software to check for and prevent any malicious software or viruses being introduced into the Cloud Software as a whole or any individual Modification; and

    c. it will co-operate with Serrala to mitigate the effect of any malicious software or viruses found in the Cloud Software as a whole or any individual Modification.

4. Supplier represents and warrants that it has obtained, and undertakes that it will maintain during the Access Term, all consents, licenses and permissions required by it to perform its obligations under the Contract.

5. Supplier represents, warrants and undertakes that except as otherwise agreed in the Order, the Cloud Services will comply with security standards, controls and requirements as set out in ISO 27001:2013, SOC 1 type II and/or SOC 2 type II including its availability trust principles.

§ 7 Cloud Security and Audit Obligations

1. Supplier at its sole cost will cause a licensed provider of attestation and compliance services to provide Serrala and its auditors once a year an ISO 27001:2013 certification, SOC 2 Type II and additionally SOC 1 Type II (if supporting Serrala financial statement processing) audit report on controls placed in operation and tests of operating effectiveness at Supplier's and Supplier's service providers' facilities with respect to the Cloud Services.

2. Any such certifications and audit reports as per § 7(1) above, and any such other information as required by Serrala that Supplier prepares as a standard matter for its other customers, will be provided at no additional cost to Serrala.

3. Supplier shall comply with the additional security, audit and reporting requirements, if any, specified in the Contract or Order.

§ 8 Availability, Support and Continuation

1. Supplier shall provide Software Support in accordance with the specifications in the Contract.

2. Unless otherwise specified in the Contract, Supplier shall (i) be responsible for Software Support to the extent necessary to keep the Cloud Services available and operating, (ii) maintain a telephone hotline and support, that is available during normal business hours, at the Delivery Location, and (iii) guarantee 99,5% availability of the Cloud Services per week, where 100% corresponds to a 24/7 calendar week, and Downtimes for maintenance purposes are only permitted after Supplier's timely notice and outside the normal working hours at the Delivery Location.

3. Supplier must not reduce or discontinue the Cloud Services and respective Software Support during the contractual term (so-called sunsetting). Unless Supplier has expressly reserved such right in the Contract, Supplier is not entitled to sunset the Cloud Services and respective Software Support during the first three years after the conclusion of the Contract.

Annex 1
Disaster Recovery Plan