TERMS & CONDITIONS FOR THE SOFTWARE SERVICE G-CLOUD 13

THESE TERMS AND CONDITIONS FOR THE SOFTWARE SERVICE G-CLOUD 13 ARE BETWEEN MEETINGSPHERE GMBH (HEREAFTER "PROVIDER") AND "YOU" (COLLECTIVELY, THE "PARTIES").

YOU AGREE THAT THIS AGREEMENT (DEFINED BELOW) IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY ON WHOSE BEHALF THE SERVICE IS USED (E.G. YOUR EMPLOYER).

YOU MAY HAVE ANOTHER WRITTEN AGREEMENT WITH THE PROVIDER THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions.

"*Administrator*" shall have the meaning set forth in clause 2.5 (Administrators).

"*Agreement*" means these terms and conditions.

"*Authentication*" means the technical process of testing the identity of an individual. Circumvention or invalidation of this technical test of identity, for instance by publishing, circulating, or passing on login and password information to individuals other than the named individual to be identified, breaches this Agreement.

"Center" means the technical environment in which Sessions are planned, executed, and stored and for which a Center Subscription must be purchased.

"Center Subscription" means the Agreement between You and the Provider for making available the Center specified in the Subscription Metrics. The Center Subscription must be complemented by a Host Subscription.

"Content" means all audio, video, multimedia, data, text, images, documents, computer programs, and any other information or materials uploaded or created by or on behalf of You with Your use of the Service.

"*Data Processing Addendum*" means the Agreement between You and the Provider regarding the respective roles and responsibilities under the GDPR which is incorporated in this Agreement as clause 11.

"GDPR" refers to the General Data Protection Regulation of the European Union.

"Grace Period" is the term measured in weeks or months for which a Center is preserved for renewal after the Center Subscription has expired.

"Host" refers to individuals who are personally licensed to set up and run Sessions.

"Host Subscription" refers to subscriptions by which licenses for Hosts are purchased. Host Subscriptions buy the right to license a specific number of named individuals as Host for a given term.

"Licensor" means a named individual to whom a Subscription Administrator has delegated the personal licensing of Users as Host.

"MeetingSphere" means MeetingSphere GmbH a limited liability company registered in Hamburg HRB 153862 with offices at Efftingestrasse 28, 22041 Hamburg, Germany, referred to throughout this agreement as 'Provider'.

"Participant" means anyone who interacts with the Service by joining or participating in a Session.

"Personal data" means any information relating to an identified or identifiable natural person ('data subject'). An identifiable natural person is one who can be identified, directly or indirectly.

"Service" means the software service and/or services rendered with the respective software service.

"Session" refers to sessions, meetings, conferences, sittings, or workshops in which Participants make use of the Service to communicate with each other or to document or disclose results of their work. These sessions, meetings, conferences, sittings, or workshops may occur in a single location or remotely over the network at the same time or at different times and require control by an authenticated Host.

"Software" means any executable code loaded into the client computer's RAM and executed on the client when using the Service.

"Subscription Administrator" means the named individuals appointed by You to coordinate this Agreement and administer Your subscriptions.

"Subscription Fee" means the payment agreed between You and the Provider for a given subscription.

"Subscription Metrics" means terms set forth in separate writing (such as a proposal or written agreement between You and the Provider) or an invoice describing the scope of Your right to use the Service. The Subscription Metrics typically spell out the subject of the subscription such as a specific type of Center, the number of licenses

covered by Host Subscriptions and the Subscription Period. The Subscription Metrics are incorporated by reference into this Agreement.

"Subscription Period" means the specific term for which the subscription is valid.

"Subscription Store" means the Provider's system used for transactions related to Center Subscriptions and Host Subscriptions and for the provisioning of the Service.

"Unlimited Participants" means that the Subscription Metrics do not set a contractual limit to the number of Participants in a Session. There are, however, technological limits to the number of concurrent Participants especially in a voice or video conference. As these limits are, at least in part, outside the Provider's control, the term 'unlimited participants' does not include any assurance that the Service can actually support 'unlimited' or even many Participants at any one time.

"User" means anyone who uses Your Center legitimately i.e. Administrators, Hosts and Participants.

2. Use of the Service.

2.1 Authority to Use Service. You represent and warrant that You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder. You are solely responsible for all acts or omissions Users regarding the Service.

2.2 Access to Service. You acknowledge that Your ability to access the Service may require the payment of third-party fees (such as telephone toll charges, ISP, or airtime charges) and that You are responsible for paying such fees and any equipment You may need to be able to access the Service.

2.3 Log-In Information. To gain access to and use the Service, Users may be required to create a log-in ID and password ("Log-In Information"). Users are responsible for all activity occurring under their Log-In Information, and they must keep their Log-In Information confidential and not share their Log-In Information with anyone. The Provider has no obligation or responsibility regarding the use, distribution, disclosure, or management of Log-In Information. Notwithstanding the foregoing, the Provider may require Users to change their Log-In Information if such Log-In Information is inconsistent with the terms of this Agreement.

2.4 Authority to generate Content. You warrant that Users have the authority to use the Service including having a valid license to use the software applications that generate Content (such as presentations or file attachments), and the right to submit Content and Your or a Participant's Personal Data to the Service. Otherwise, You and Your Users are not permitted to submit such Content or Personal Data to the Service.

2.5 Administrators. You may appoint individuals within Your organisation or other third parties to administer various functions of the Service ("Administrators"), as applicable. Notwithstanding anything to the contrary set forth in clause 2.3 (Log-In Information) of the Agreement, You may, if applicable, provide to Administrators specific Log-In Information for the sole purpose of enabling these persons to administer various functions of the Service such as the maintenance and licensing of Users, authentication requirements, the segregation of roles or the limitation of failed login attempts in accordance with your information security policies and the terms of this Agreement. You are solely responsible for all acts or omissions of Administrators regarding the Service.

2.6 Limitations. The Service is not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. Without limiting the generality of the foregoing, the Provider specifically disclaims any express or implied warranty of fitness for such purposes. Further, the Service is not designed as the primary repository for the content and minutes of past Sessions. Storage of such content is administratively controlled by Your Administrators and occurs for convenience only. The Provider disclaims any express or implied warranty of fitness as a primary content repository.

3. Subscriptions.

3.1 The Service. During the Subscription Period, subject to Your payment of the Subscription Fee and any suspension or termination rights in this Agreement, the Provider grants to You a non-exclusive, non-transferable, irrevocable right to access and use the Service under the terms and conditions of this Agreement and the applicable Subscription Metrics. The terms of this clause 3 apply to You solely if the Subscription Metrics indicate You have a right to use the Service.

3.2 Legitimate use. Within the Subscription Metrics and solely in conjunction with use of the Service, Users may load the Software into the temporary memory (e. g. RAM) of a computer and run it for preparing, executing, or wrapping up Sessions. You shall not, however, modify, port, adapt or translate the Software. You shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software. The Provider reserves all not explicitly granted rights.

3.3 Licensing of Hosts. Host licenses are purchased through a Host Subscription. They are assigned to named individuals by Your Subscription Administrators or Licensors. Re-assignment of Host licenses from one individual to another is permitted after they have been held by the Host for a year. Re-assignment is also allowed to accommodate natural fluctuations of personnel or changes in individual job definitions. The re-assignment of licenses for sharing a limited number of licenses between a greater number of individuals is a material breach of this Agreement.

3.4 Externals. You may license externals, i.e. individuals who are not member of the subscribing organisation, as Host to enable these individuals to run Sessions for the subscribing organisation (You). Commercial dissemination to or the use of Host privileges or of Services by externals for purposes other than those of the subscribing organisation are prohibited. This means that the Service may be used in the delivery of value-added services such as consulting or facilitation, but that the Service itself may not be hired out, leased, sub-licensed, disseminated, transferred, copied, or reproduced.

3.5 Subscription Administrators. You appoint Subscription Administrators who are responsible for the day-to-day administration of subscriptions in accordance with this Agreement. Subscription Administrators may delegate the task of licensing individuals as Host to Licensors.

3.6 Changes. The Provider is free to add, change or discontinue types of subscription, product, or service. The Provider is also free to change the price of its offerings for any new Subscription Period. Should the Provider elect to sell the works that make up the Software to a third party, it may cede its rights and obligations under this Agreement to that third party.

3.7 Invoicing. Subscriptions will be invoiced when made available. Renewals will be invoiced at the time of renewal for the next Subscription Period.

You will pay invoices when due without deductions. Any fees that are not paid when due will accrue interest at a rate of 6% p. a. above the basic interest rate published by the European Central Bank.

In case You have culpably neglected to purchase subscriptions, You agree that applicable Subscription Fees become due on the day on which You would have had to purchase the aforesaid subscriptions or their renewal.

3.8 Cut-off. Should You be in arrears with due payments, the Provider is entitled to cut You off from further delivery including support. The cut-off shall be lifted upon payment of arrears. The Provider will not compensate You for deliveries or benefits that have been withheld during the cut-off period.

3.9 Reference. The Provider may use the fact of Your subscription as a commercial reference unless You inform the Provider otherwise in writing.

4. Ownership of the Service and Marks.

You acknowledge that the Provider and its licensors own all right, title, and interest in: (a) the Service; (b) any software provided with the Service; and (c) all graphics, logos, service marks, and trade names, including third-party names, product names, and brand names used by the Provider with the Service (the “Marks”). You shall not alter or remove any Marks, or copyright notices included in the Service. Notwithstanding the foregoing, You, or Your respective licensors, as applicable, own all right, title, and interest in and to any graphics, logos, service marks, and trade names used with the Service. You are welcome to send suggestions on improving the Service, but in doing so, You acknowledge and agree that such suggestions will become the property of the Provider who has no obligation to compensate You for such suggestions.

5. Term and Termination.

5.1 Term. Unless renewed, subscriptions expire at the end of the Subscription Period which is specified on purchase.

5.2 Termination.

5.2.1 By the Provider. The Provider may at any time and upon written notice to You immediately terminate this Agreement and Your access to the Service, or suspend or restrict Your access to the Service in whole or in part, if:

(a) You breach this Agreement and do not cure such breach within ten (10) business days of receiving written notice of the breach from the Provider;

(b) You breach clause 2.3 (Log-in Information), clause 3 (Subscriptions) or clause 4 (Ownership of the Service and Marks) of this Agreement; or

(c) The Provider determines in its sole and exclusive judgment that terminating Your access to the Service is advisable for security reasons, to protect the Provider from liability, or for the continued normal and efficient operation of the Service.

5.2.2 By You. You may terminate any subscription for any reason or no reason online or by contacting the Provider's customer service at any time with immediate effect. Termination cancels the remaining duration of the Subscription Period for which there shall be no refund.

Termination of the Center Subscription automatically includes termination of all Host Subscriptions of that Center by the same date.

Expiration of a Center Subscription terminates this Agreement regarding that Center.

5.3 Effect of Termination.

5.3.1 Upon termination of this Agreement, You must immediately cease using the Service. Any continued technical availability of the Service does not imply the right to use.

5.3.2 Without obligation, the Provider will maintain the Center and its Content for a Grace Period of up to 3 months beyond the end of the Subscription Period during which the Center and its Content can be brought back into operation by renewal of the Center Subscription. The Provider will delete the Center with its Content including backup copies automatically at the end of the grace period, or earlier if instructed by You in writing.

5.3.3 The following Sections of this Agreement shall survive termination of this Agreement: 1. Definitions, 4. Ownership of the Service and Marks, 5.3. Effects of Termination, 6. Content, 7. Notification of Copyright Infringement, 8. Intellectual Property Indemnification, 9. Conduct, 10. Investigations, 11. Data Protection, 13. Audit, 14. Disclaimer of Warranties, 15. Limitation of Liability, 16. Governing Law, 17. Miscellaneous.

5.4 Refund. In case of termination by the Provider according to clauses 5.2.1.a or 5.2.1.b (breach of Agreement) You shall not receive any refund of any prepaid account term. In case of 5.2.1.c, the Provider shall pay out any prepaid fees on a pro rata basis for the remaining Subscription Period if the reasons for terminating access do not lie in Your conduct or responsibility.

6. Content.

6.1 Your Content. You may upload Content to the Service. The Provider does not verify, endorse, or claim ownership of any Content, and You retain all right, title, and interest in and to the Content. Your Content and the Content of Participants which may include Personal Data may be stored on the Provider's servers at Your request or the request of an Administrator, as necessary for the provisioning of the Service.

You are solely responsible for Content. The Provider will produce backup copies of the Center's database which will provide at least one restoration point per day for the last 30 days. Certain Features of the Service enable You to specify the level at which the Service restricts access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content.

6.2 Your Representations and Warranties Regarding Content. You represent and warrant that (a) You are the owner, licensor, or authorised user of all Content; and (b) You will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages hatred, violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or the Provider, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about Your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents Your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libellous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or property of another; or (vii) wilfully violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

6.3 Provider's Access to Content. You acknowledge that the Service is automated (e.g., Content is uploaded using software tools) and that Provider personnel will not access, view, or listen to any Content, except as reasonably necessary to perform the Service, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by the Provider in good faith to conform to legal requirements or comply with legal process; or (d) enforce this

Agreement, including investigation of potential violations hereof, as further described in clause 10 (Investigations).

7. Notification of Copyright Infringement.

7.1 The Provider respects intellectual property rights and expects its Users to do the same. The Provider will respond to clear notices of copyright infringement, and its response to such notices may include removing or disabling access to the allegedly infringing content, terminating the accounts of repeat infringers, and making good-faith attempts to contact the User who posted the content at issue so that they may, where appropriate, make a counter-notification.

7.2 If You believe that Your work has been used or copied in a way that constitutes copyright infringement and such infringement is hosted on the Service, or on sites linked to or from the Service or relating to the Service, please provide written notification via regular mail or via fax (not via email or phone) of claimed copyright infringement to the Provider's Copyright Agent (contact information below), which must contain all the following elements:

7.2.1 A physical or electronic signature of the person authorised to act on behalf of the owner of the copyright interest that is alleged to have been infringed;

7.2.2 A description of the copyrighted work(s) that You claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which You request to be removed or access to which is to be disabled;

7.2.3 A description of where the Content that You claim is infringing is located on the Service;

7.2.4 Information sufficient to permit the Provider to contact You, such as Your physical address, telephone number and email address;

7.2.5 A statement by You that You have a good faith belief that the use of the Content identified in Your notice in the manner complained of is not authorised by the copyright owner, its agent or the law; and

7.2.6 A statement by You that the information in Your notice is accurate and, under penalty of perjury, that You are the copyright owner or authorised to act on the copyright owner's behalf.

7.2.7 Before You file such a notification, please carefully consider whether the use of the copyrighted Content at issue is protected by the 'fair use' doctrine, as You could be liable for costs and attorneys' fees should You file a takedown notice where there is no infringing use. If You are unsure whether a use of Your copyrighted content constitutes infringement, please contact an attorney before You file Your notice, or reference the content publicly available at www.chillingeffects.org.

7.3 If You believe access to Your content was disabled or removed by the Provider because of an improper copyright infringement notice, please provide written notification via regular mail or via fax (not via email or phone) to the Provider's Copyright Agent (contact information below), which must contain all the following elements:

7.3.1 A physical or electronic signature of the subscriber;

7.3.2 Identification of the content that was removed from the Service and the location on the Service at which the content appeared before it was removed;

7.3.3 A statement under penalty of perjury that You have a good faith belief that the Content was removed or disabled because of a mistake or misidentification of the Content to be removed or disabled;

7.3.4 Information sufficient to permit the Provider to contact You, such as Your physical address, telephone number and email address; and

7.3.5 Before You file such a counter notification, please carefully consider whether the use of the copyrighted content at issue is infringing, as You could be liable for costs and attorneys' fees if a court determines Your counter notification misrepresented that the content was removed by mistake. If You are unsure whether use of the content at issue constitutes infringement, please contact an attorney before You file Your notice, or reference the content publicly available at www.chillingeffects.org.

7.4 The Provider's Designated Agent for notice of claims of copyright infringement can be reached as follows:

By mail: MeetingSphere GmbH
Copyright Agent
Efftingestrasse 28
22041 Hamburg
Germany

By email: copyright@meetingsphere.com

The Designated Agent will not remove content from the Service in response to phone or email notifications regarding allegedly infringing content, since a valid notice of copyright infringement must be signed, under penalty of perjury, by the copyright owner or the person authorised to act on his or her behalf. Please submit such notifications by ordinary mail and send an advance copy of that signed notification by email. The Designated Agent should be contacted only if You believe that Your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Service or on sites linked to or from the Service or related to the Service. All other inquiries directed to the Designated Agent will not be responded to.

8. Intellectual Property Indemnification.

8.1 Scope. The Provider will defend any claim brought against You by a third party to the extent that it is based on an allegation that the Service infringes such third-party's patent or copyright of the country in which You have taken delivery of the Service. The Provider will pay any damages, costs, and expenses finally awarded (or agreed to by settlement) for any such claim. You must promptly notify the Provider of the claim, give the Provider control of the defence and related settlement negotiations (provided that You may participate with separate counsel of Your own choosing, at Your own expense), and provide the Provider with the reasonable assistance (for which the Provider shall pay You reasonable out-of-pocket costs) in defending the claim. If You desire separate legal representation in any such action, You will be responsible for the costs and fees of that separate counsel. Where the Provider assumes control of the claim, the Provider shall (i) consult regularly with You about, and give You reasonable details of, the conduct of any such claim; (b) duly consider any instructions and/or directions which may be reasonably given by You in connection with the conduct of any such claim; and (c) shall not admit liability or settle any claim which places liability or responsibility on You without first consulting You and obtaining your prior written consent.

8.2 Remedies. If a Software product or Service deliverable of the Provider is held to infringe and its use is prohibited or if, in the Provider's reasonable opinion, is likely to become the subject of an infringement claim, You will permit the Provider, at the Provider's option and expense, to (a) purchase for You the right to continue to use the Service, or (b) replace or modify it so that it becomes non-infringing and has the same or additional functionality and comparable or improved performance characteristics, or (c) refund the Subscription Fees for the remaining Subscription Period.

8.3 Exceptions. The Provider will have no obligation of defence or indemnity to the extent the infringement claim arises from (a) the Provider's compliance with Your designs, specifications or instructions, (b) use of the Service with third-party software, equipment, or data, other than as specified in the documentation or otherwise approved by the Provider in writing, (c) the furnishing to You of any information, service, or technical support by a third party, (d) non-subscribed use of the Service.

8.4 Exclusive Remedy. This clause 8 states the exclusive obligation of the Provider to You regarding any claim of infringement or misappropriation of any third party's intellectual property rights.

9. Conduct.

9.1 Use Restrictions. Regarding Your access or use of the Service, You agree to not wilfully:

(a) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party’s computer or property or information;

(b) use the Service in any manner that could damage, disable, overburden, or impair any server of the Provider, or the network(s) connected to any server of the Provider or interfere with any third party’s use and enjoyment of the Service;

(c) attempt to gain unauthorised access to service, materials, other accounts, computer systems or networks connected to any server of the Provider or to the Service, through hacking, password mining, or any other means, unless the Subscription Metrics specify a self-contained server instance and penetration testing has been registered with and permitted by the Provider;

(d) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;

(e) engage in any systematic extraction of data or data fields, including without limitation email addresses;

(f) disclose, harvest, or otherwise collect Personal Data, including email addresses, or other private information about any third party without that party’s express consent;

(g) transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited email or duplicative messages;

(h) sell, lease, or rent access to or use of the Service, or otherwise transfer any rights to use the Service under this Agreement (including without limitation, on a timeshare or service bureau basis);

(i) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or

(j) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do so.

9.2 Exposure. You acknowledge and agree that by accessing or using the Service, Participants may be exposed to materials supplied by other Participants that are offensive, indecent, or otherwise objectionable. You acknowledge that the responsibility for deleting such Content rests with the Host of the relevant Session, not the Provider.

10. Investigations.

The Provider does not generally monitor User activity occurring with the Service. If the Provider becomes aware, however, of any possible violations by You of clauses 6.2 (Your Representations and Warranties Regarding Content), 9.1 (Use Restrictions), or any other provision of this Agreement, the Provider reserves the right to investigate such violations. If, because of such investigation, the Provider believes that criminal activity has occurred, the Provider reserves the right to refer the matter to, and to cooperate with, all applicable law enforcement authorities. The Provider is entitled, except to the extent prohibited by applicable law, to disclose any information, including Personal Data about You in the Provider's possession regarding Your use of the Service to law enforcement authorities.

You agree to indemnify and hold the Provider harmless from and against all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from Your Content, the Content of Participants, and Your or any Participant's use of the Service.

11. Data Protection

11.1 Scope. You acknowledge that You use the Service under a shared responsibility model. This clause 11 defines the roles, responsibilities and assurances between You and the Provider regarding Data Protection and, in particular, Personal Data under the GDPR. It also serves as the Data Processing Addendum between You and the Provider as required by the GDPR.

11.2 Roles. In the context of this Agreement, the Provider acts as "processor" to You who may act either as "controller" or "processor" as each term is defined in the GDPR.

11.3 Types of information collected. The Service collects a minimum set of Personal Data on Users of the Service, the contributions of Users and circumstantial information as follows:

11.3.1 Personal Data. The Service collects Personal Data solely for the purpose of authenticating Users at login and their identification in the Session. This information is limited to (a) first name and surname, (b) email address and (c) organisation or department. For the purpose of maintaining User accounts via a centralised directory or single sign on, this information can be extended by a unique identifier such as a personnel number.

11.3.2 Contributions of Users. Users and their contributions to Sessions fall into two categories: (a) Participants who submit ideas, comments and ratings, which can include file attachments, and (b) Hosts who set up and run Sessions with Participants and who also contribute Session structures such as agendas and questions by which they organise the Session and guide the work of Participants in the Session.

11.3.3 Circumstantial information. This is information logged for security auditing purposes such as the IP address from which Users connect or which records were created, accessed or changed. The Provider screens and analyses these logs solely for the purpose of securing the deployment and protecting the information therein. The Provider deletes logs after 90 days.

11.4 Provider's obligations and responsibilities. The Provider implements and maintains technical and organisational measures to adequately protect Your data in accordance with and satisfying the requirements of the GDPR and the principle of data secrecy.

11.4.1 Processing. The Service processes Personal Data and contributions of Users only in so far as it provides the technical functionality by which Your Users enter, change and delete such information. For the avoidance of doubt, the Provider is not involved in the processing of Personal Data and User contributions beyond (a) providing the functionality for such processing by You as part of its Service, (b) creating, restoring and deleting backup

copies of the Center database which hold such information (c) creating, storing and deleting Audit logs and (d) recording licensing information in the Subscription Store.

11.4.2 Storage. Information collected by the Service is stored in encrypted format only in the agreed geography from where information is transmitted to Users directly in encrypted format. For the avoidance of doubt: The Provider will not store Your Personal Data or any other content of your Center outside the agreed location. The Provider hosts the Centers of residents of the European Union in the European Union. G-Cloud customers can instruct the Provider to host their Center in London or Dublin.

11.4.3 Disclosure of collected information. The Provider will not disclose or transmit information that has been collected by the Service to anyone, unless required by law following due legal process.

11.4.4 Sub-processing. The Service rests on the infrastructure services of Amazon (AWS) who acts as a sub-processor under the Provider's control. A GDPR compliant data processing addendum is incorporated in the agreement between AWS and the Provider. The Provider will inform You of any changes of sub-processors.

11.4.5 Personnel. The Provider warrants that personnel entrusted with processing Your data has been vetted and instructed on the protective regulations of the GDPR and have undertaken to comply with the principle of data secrecy.

11.4.6 Encryption. The Provider warrants that information is stored and transmitted only in encrypted format.

11.4.7 Use by Provider. The Provider makes no use of information collected by the Service other than to keep track of the personal licensing and un-licensing of individuals as Host and to provide information to these Users regarding their new or changed role. For the avoidance of doubt: The Provider does not profile use patterns, User contributions or Personal Data or related information for any purpose and will prevent any third party from doing so.

11.4.8 Other systems. Information collected by Your use of the Service is held (a) in a dedicated Center instance with dedicated database, (b) backups of that database and (c) the Subscription Store. The Subscription Store is located in Dublin (European Union) and holds the names and email addresses only of Hosts, Subscription Administrators and Licensors. The Provider maintains licensing information as part of its business records in compliance with legal requirements and good commercial practice.

11.4.9 Deletion. The Provider deletes Your Center and its database including all backup copies automatically at the end of the Grace Period or on Your written order. The Provider will also delete backup copies of Your Center on your written order should this be required for You to comply with deletion requests. For the avoidance of doubt: After such deletion no copies of Your information shall survive, and You accept that such information cannot be subsequently restored.

11.4.10 Use statistics. To improve its product, the Provider keeps anonymous statistics on the use of system components. These statistics do not allow for disaggregation to the level of individual Users or groups of Users.

11.4.11 Notification of breaches. The Provider will inform you without undue delay of any material breach of the regulations for the protection of Your Personal Data, committed by the Provider, its personnel or third parties. The Provider shall implement the measures necessary to secure the data and to mitigate potential adverse effects on the data subjects and shall agree upon the same with You without undue delay. The Provider shall support You in fulfilling Your disclosure obligations regarding such breaches.

11.4.12 Enquiries by data subjects. At your written request, the Provider will assist You in answering a data subject's enquiry related to Your collection, processing or use of such data subject's data by Your Use of the Service. You and the Provider acknowledge the right of individuals falling under the protection of the GDPR to access their personal data pursuant to the GDPR and will grant individuals reasonable access to personal information they received pursuant to these principles. In addition, You and the Provider will take reasonable steps to permit individuals to correct, amend, or delete such information that is demonstrated to be inaccurate or incomplete. An individual may request to access his or her information, or otherwise correct, amend, or delete his or her information pursuant to the GDPR by contacting the Provider at privacy@meetingsphere.com.

11.5 Your obligations. While the Provider is responsible for the technical security, availability, confidentiality and functionality of the Service, it falls on You to assure that the Service is used in compliance with the GDPR, the principles of data secrecy and other regulations that may apply to you. This obligation includes but is not limited to the following sub-clauses of this clause 11.5:

11.5.1 Collection of Personal Data. You will collect Personal Data only with the User's consent and/or where You have a legitimate interest or legal basis to do so.

11.5.2 Authentication. You will set and enforce adequate authentication requirements and a separation of roles to protect the Personal Data and contributions of Your Users.

11.5.3 Data economy. You acknowledge that the Service is not a repository for the results and the minutes of Sessions and will instruct Your Administrators and Hosts to delete Personal Data after it has served its purpose and apply the principles of data secrecy and economy through the Service's automated procedures to remove inactive User accounts and old unused Sessions which may hold Participant lists.

11.5.4 Irregularities. You will instruct Your Administrators that any attempt to circumvent the Service's protective measures and controls regarding the bulk extraction, profiling or transfer of Personal Data is a severe violation of this Agreement and may be a crime.

12. Service Level Agreement.

12.1 Service Availability Objective. The Provider's objective is to provide Service Availability of 99.9% as measured monthly ("Service Availability Objective"). Service Availability is defined as the time that the Service can receive, process, and respond to requests, excluding (a) Scheduled Maintenance, (b) Customer Error Incidents, and (c) Force Majeure.

Service Availability is calculated as a percentage by dividing the number of minutes the Service is available during the applicable month by the number of total minutes in the applicable month, excluding in all cases Scheduled Maintenance, Customer Error Incidents, and Force Majeure.

12.2 Remedy for Failure to Achieve Service Availability Objective. The Provider will calculate Your Service Availability during a given calendar month at your request. If the Service Availability Objective was not met in a given month, then for each day in such month that the duration of the Service unavailability exceeds four (4) continuous hours, You are entitled to receive a one (1) day Service credit, subject to the Agreement and requirements of this clause 12 (Service Level Agreement). For purposes of calculating the Service Availability Objective, the Provider will only consider the Service unavailable if You opened a trouble ticket relating to the Service unavailability with the Provider's customer support department within three (3) business days of the Service unavailability. To obtain a credit for the Provider's failure to meet the Service Availability Objective, You must request such credit in writing no later than the calendar month following the month of the Service unavailability giving rise to Your credit request. In the event of a conflict between the data in Your records and the Provider's records, the data in the Provider's records shall prevail.

Any Service credit due hereunder will be applied to Your account after the then current Subscription Period. If You purchased the Subscription on a monthly or pay-per-use basis, You are not eligible for any credits arising from or relating to Service unavailability. The Service credit offered in this clause 12 (Service Level Agreement) shall be Your sole and exclusive remedy for any failure of the Service or any failure of the Provider to meet the Service Availability Objective. Any unused Service credits shall expire upon termination of this Agreement.

12.3 Support response times. Provider support will respond to queries You submit via the channels offered on Provider's websites within 4 work hours.

12.4 Definitions.

12.4.1 Scheduled Maintenance is defined as any maintenance performed during the Provider's standard maintenance windows (currently occurring between Saturday 12:01am Central European Standard Time (CET) and Sunday at 11:59pm (CET) and any other maintenance of which You are given at least forty-eight (48) hours' notice. The Provider may perform maintenance on the Service to upgrade hardware or software that operates or supports the Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the Service.

12.4.2 Customer Error Incident is defined as any Service unavailability resulting from Your applications, Content, or Your equipment, or the acts or omissions of any User of the Service.

12.4.3 Force Majeure is defined as natural disasters, acts of terrorism, labour action, fire, flood, earthquake, governmental acts, orders, or restrictions, denial of service attacks and other malicious conduct, utility failures, or any other cause of Service unavailability that was beyond the Provider's reasonable control.

12.4.4 Work hours are the hours between 09:00 and 17:00 hours CET, Monday to Friday excluding official Holidays in Hamburg, Germany.

13. Records.

You agree to keep all usual and proper records and books of account and all usual and proper entries relating to its use of the Service during the Subscription Period. You shall make available to the Provider information necessary to demonstrate compliance with this Agreement in the form of responses to a reasonable written questionnaire submitted by the Provider, together with the opportunity for the Provider to inspect documentation reasonably required to demonstrate Your compliance. Nothing herein requires You to act inconsistently with professional or other obligations of secrecy and confidentiality. The Provider may use information it receives in connection with this clause to assist it to assess Your compliance with this Agreement and shall keep the information confidential. This provision does not limit any additional rights and remedies at law or in equity that the Provider may have due to unauthorised use of the Service.

14. DISCLAIMER OF WARRANTIES.

14.1 THE SERVICE AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE PROVIDER DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT THE PROVIDER'S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PROVIDER'S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

14.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY BETWEEN JURISDICTIONS.

15. Limitation of Liability.

15.1 TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICE OR ANY SOFTWARE OR ACCESS DATA, INFORMATION OR CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTE, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

15.2 SAVE FOR CLAUSE 8 (IP INDEMNIFICATION) AND CLAUSE 11 (DATA PROTECTION), TO THE EXTENT PERMITTED BY LAW, EITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY LIABILITY FOR ANY CAUSE WHATSOEVER UNDER THIS AGREEMENT (INCLUDING ANY INDEMNITIES) WILL BE LIMITED TO THE AMOUNT OF SUBSCRIPTION FEES PAID BY YOU FOR THE SERVICE IN THE LAST TWELVE (12) MONTHS, IF ANY.

15.3 THE LIMITATIONS ON LIABILITY IN THIS CLAUSE 15 (LIMITATIONS OF LIABILITY) ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT EXCEPT FOR CLAUSE 8 (IP INDEMNIFICATION) AND CLAUSE 11 (DATA PROTECTION). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

16. Governing Law.

By accessing and using the Service, You and the Provider agree that all matters relating to this Agreement and Your access to, or use of, the Service shall be governed by and construed in accordance with the substantive laws in force in the United Kingdom. To the extent allowed by applicable law, the terms of the United Nations Convention on the International Sale of Goods will not apply.

Each party will, at its own expense, comply with any applicable law, statute, administrative order or regulation. An action at law under this Agreement may only be brought before a court of appropriate jurisdiction in the country whose law governs this Agreement under the terms of this clause 16. If a party initiates legal proceeding related to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees.

17. Miscellaneous.

You are solely responsible for Your familiarity and compliance with any applicable laws that may prohibit You from participating in or using any part of the Service. If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the Parties, and all other provisions will remain in full force and effect. Either party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the waiving Party in writing. Your rights hereunder may not be assigned or transferred to any third party. Each Party will provide the other with written notice under this Agreement by sending the other party notice as follows: (a) for You, notice will be sent to the email address associated with Your account, and (b) for the Provider, notice will be sent to customercare@meetingsphere.com.

18. General Counsel.

In the event the terms of this Agreement or the Subscription Metrics conflict, the Subscription Metrics shall take precedence. This Agreement and the Subscription Metrics constitute the entire agreement between You and the Provider and supersede all prior agreements, representations, and understandings between the Parties regarding the subject matter contained herein.

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