



Enterprise Terms of Service

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Exhibit 1.1. of the Order Form concluded between Company and Hygraph GmbH (Hygraph)

1. Scope

- 1.1 These Enterprise Terms of Service (Exhibit 1.1.) of Hygraph GmbH (Hygraph), as well as the Acceptable Use Policy (Exhibit 1.2.) and the Service Level Agreement (Exhibit 2) govern the provision of the standard software Hygraph ("Service") by Hygraph for Customer's use via the internet and related services.
- 1.2 Any and all contractual services shall exclusively be governed by these Terms and the respective order form including its exhibits ("Order Form") and, subordinately, the applicable statutory provisions. General terms and conditions of Customer, in particular such for purchases, shall not apply, regardless of whether or not Hygraph has expressly objected to them in a particular case.
- 1.3 **The contractual documents shall have the following order of precedence:**
 - **the Order Form;**
 - **these Terms (Exhibit 1.1.)**
 - **Acceptable Use Policy (Exhibit 1.2.)**
 - **Service Level Agreement (Exhibit 2)**
- 1.4 Customer may not use the Service if Customer is barred from receiving the Service under the German laws or other countries' laws, including the country in which Customer has its registered office or from which Customer uses the Service.

2. Conclusion of Contract

- 2.1 Offers submitted by Hygraph are subject to change without notice and without obligation, unless they are referred to as binding in a written notice. Unless otherwise specified in a binding offer, Hygraph will be bound to binding offers for a period of four (4) weeks.
- 2.2 Generally, a contract on Supplies and/or Services is concluded by an Order Form signed by both parties, but also when Hygraph starts the provisions of the Services after an order has been placed. Hygraph may require Customer to confirm verbal contractual declarations in writing.
- 2.3 Product descriptions, illustrations, documentation, technical whitepapers, etc. are descriptions of the Service, but no guarantees. Any guarantee must be expressly declared by the Hygraph management in written form in order to be effective.



3. Services by Hygraph, Service and Privacy Policies

- 3.1 The Service represents a hosted headless Content Management System, a combination of Content and Management Application Programming Interfaces and a Web Application Interface for Content Creation and Editing.
- 3.2 Hygraph will provide Customer with the Service during the term of the Agreement and make it available via the Internet. Within the scope of what is permissible under data protection law, Hygraph is entitled to use its own IT systems and/or third-party IT systems.
- 3.3 Hygraph will provide the Service up to the internet access point of the data center in which the Service is operated ("Transfer Point"). The internet connection from the transfer point to Customer is not in scope of the agreement. Customer can only use the Service if it has a sufficiently powerful internet connection that allows access to the Service without any interruptions and modifications. The necessary bandwidth depends on the intensity of use and the data volume of Customer.
- 3.4 Hygraph shall provide Customer with access to the Service for the maximum number of users indicated in the Order Form. The connection of the users' workplaces to the Service is not included in the contractual services to be provided by Hygraph.
- 3.5 During the term of the agreement, Hygraph will be responsible for maintaining the Service and for support in accordance with the provisions of the Order Form and all of its Exhibits including these Enterprise Terms (Exhibit 1.1.), the Acceptable Use Policy (Exhibit 1.2.), and the Service Level Agreement (Exhibit 2) shall apply.
- 3.6 The availability and other performance data of the Service and the contractual services to be rendered by Hygraph are defined in the SLA.
- 3.7 The Service allows Customer to store data on the data storage medium set up for Customer by Hygraph which it may access via the Service.
- 3.8 Any services beyond the provision of the Service, such as installation, parameterization, customizing, migration, training, etc. shall only be due if expressly agreed upon.
- 3.9 Customer shall comply with the Hygraph Acceptable Use Policy, attached as Exhibit 1.2. (the "Acceptable Use Policy").
- 3.10 Customer is responsible for the security of its passwords and for any use of its account. If Customer becomes aware of any unauthorized use of its password or of its account, Customer agrees to notify Hygraph immediately.
- 3.11 Customer's use of the Service must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software.
- 3.12 Customer shall use the Service only for its own internal purposes and for the internal purposes of companies that are affiliated companies of Customer within the meaning of secs. 15 et seq. of the German Stock Corporation Act (AktG). Any use by or on behalf of third parties, whether for or without compensation, is prohibited. The term "third party" shall not include any individuals or entities who use the Service free of charge, such as employees of Customer, freelancers in



connection with their work assignment, etc. Customer is not allowed to grant sub-licenses.

- 3.13 The contractual use of the Service is subject to the condition precedent that the hardware and software used by Customer (computer at the workplace, data communication means, etc.) comply with the technical requirements regarding the use of the then-current Service version and that Customer's end users are familiar with the operation of the Service.
- 3.14 The Service may only be used within the scope of functionality set forth in the service description as agreed in the Order Form. Customer shall not use any software or other technical means that change, expand or jeopardize the operability of the Service. In particular, Customer agrees not to (a) access (or attempt to access) the administrative interface of the Service by any means other than through the interface that is provided by Hygraph in connection with the Service, unless Customer has been specifically allowed to do so in a separate agreement with Hygraph, or (b) engage in any activity that interferes with or disrupts the Service (or the servers and networks which are connected to the Service).
- 3.15 Customer may use the Service only to develop and run applications on the Hygraph infrastructure. Customer may not access the Service for the purpose of bringing an intellectual property infringement claim against Hygraph or for the purpose of creating a product or service competitive with the Service.
- 3.16 Customer shall check its content prior to upload to the Service for computer viruses and malware and use state-of-the-art anti-virus software.
- 3.17 Customer agrees that it will protect the privacy and legal rights of the end users of its application. Customer must obtain any consent required by applicable data protection laws and provide legally adequate privacy notice, access, and protection for end users. If end users provide Customer with user names, passwords, or other login information or personal information, Customer must make the end users aware that the information will be available to its application and to Hygraph.
- 3.18 In the event Hygraph has good reason to believe that Customer uses the Service in violation of this Section 3 or that an unauthorized third party accesses the Service using Customer's access data without permission, Hygraph has the right to block Customer's access to the Service until the matter has been clarified. Except in case of imminent danger, Hygraph shall grant Customer an opportunity to comment on this matter prior to taking this measure. While Customer's access to the Service is blocked, Customer remains obligated to pay the contractual compensation, unless it is not responsible for the circumstances that result in this blocking.
- 3.19 Hygraph is constantly innovating in order to provide the best possible experience for its users. Customer acknowledges and agrees that the form and nature of the Service which Hygraph provides may change from time to time without prior notice to Customer, subject to the terms in Section 15. Changes to the form and nature of the Service will be effective with respect to all versions of the Service; examples of changes to the form and nature of the Service include without



limitation changes to fee and payment policies, security patches, added functionality, and other enhancements.

4. Fees for Use of the Service

- 4.1 Customer will pay the fees agreed upon in the Order Form. The statutory value added tax shall be added to the fees, unless the compensation is not subject to the statutory value added tax.
- 4.2 Hygraph will invoice the agreed fees annually in advance. Invoices shall be due for payment within thirty (30) days without any deduction unless otherwise defined in the Order Form.
- 4.3 In the event Customer is in default with its payment of the fees and if Hygraph grants Customer a grace period of no less than two (2) weeks that expires without payment, Hygraph shall be entitled to discontinue the provision of the Service and related services for the time Customer is in default. Hygraph shall notify Customer of this measure in advance and in written form. Customer remains obligated to pay the agreed fees, including during the term during which Service is withheld. Hygraph shall offset any expenditure that may have been saved by withholding the Service and evidenced by Customer against its claims.
- 4.4 Hygraph has the right to increase the agreed fees due to increased operating, material and/or personnel expenses once per calendar year by a maximum of 5%, pursuant to the following rules Customer shall be notified of the amount of the increase in written form no later than one (1) month prior to the end of the contract year. The increase shall become binding unless Customer objects to it in writing within two (2) weeks from the receipt of the notice. Hygraph shall include information in the notice regarding the period for raising objections and the legal consequence of non-compliance with this period. In the event that Customer objects to the increase, Hygraph shall be entitled to terminate the agreement prematurely by giving two (2) weeks' notice. The termination will become effective on the date on which the increase would have become effective. The notice of termination shall be in writing to be effective.
- 4.5 Hygraph may charge reasonable additional compensation for additional expenses incurred due to a breach of obligations on the part of Customer, in particular, if Customer fails to cooperate with Hygraph, fails to cooperate with Hygraph in time or as agreed, does not use the Service for the intended use or in violation of these Terms or retroactively modifies or expands the requirements or specifications. This shall not apply if Customer is not responsible for the breach of obligations.
- 4.6 Customer may only offset claims against claims that are not disputed by Hygraph or against claims finally adjudicated by a court.
- 4.7 Customer may withhold payments or use the defense of non-performance of the contract only in connection with claims arising under the same agreement.
- 4.8 With the exception of sec. 354a of the German Commercial Code (HGB), Customer may not assign claims under the agreement to third parties, unless Customer obtains the prior written consent from Hygraph.

5. Content on the Service and Take Down Obligations



- 5.1 Customer understands that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) to which Customer may have access as part of, or through Customer's use of, the Service are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content". The term Content shall specifically exclude the web application that Customer creates using the Service and any source code written by Customer to be used with the Service (collectively, "Applications").
- 5.2 Customer agrees to immediately take down any Content that violates the Acceptable Use Policy or applicable laws, including pursuant to a take down request from Hygraph. In the event that Customer does not comply with a request from Hygraph to take down certain Content, Hygraph reserves the right to directly take down such Content or to disable Applications.
- 5.3 In the event that Customer becomes aware of any violation of the Acceptable Use Policy or applicable laws by an end user of Applications, Customer shall immediately terminate such end user's account on its Application. Hygraph reserves the right to disable Applications in response to a violation or suspected violation of the Acceptable Use Policy or applicable laws, if Hygraph does not terminate such account after a reasonable grace period set by Hygraph.
- 5.4 Customer agrees that Customer is solely responsible for (and that Hygraph has no responsibility to Customer or to any third party for) the Application or any Content that Customer creates, transmits or displays while using the Service and for the consequences of Customer's actions (including any loss or damage which Hygraph may suffer) by doing so.
- 5.5 Customer agrees that Hygraph has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted through use of the Service. Customer further acknowledges that Customer is solely responsible for securing and backing up Customer's Applications and any Content.

6. Proprietary Rights

- 6.1 Customer acknowledges and agrees that Hygraph (or Hygraph's licensors) owns all legal right, title and interest in and to the Service, including any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist).
- 6.2 Except as provided in Section 8, Hygraph acknowledges and agrees that it obtains no right, title or interest from Customer (or Customer's licensors) under these Terms in or to any Content or Applications that Customer creates, submits, posts, transmits or displays on, or through, the Service, including any intellectual property rights which subsist in that Content and the Application (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless Customer has agreed otherwise in writing with Hygraph, Customer agrees that Customer is responsible for protecting and enforcing those rights and that Hygraph has no obligation to do so on Customer's behalf.

7. License from Hygraph and Restrictions



- 7.1 Hygraph grants Customer a revocable, worldwide, non-assignable and non-exclusive license to use the software provided to Customer by Hygraph as part of the Service for the term of the agreement. This license is for the sole purpose of enabling Customer to use and enjoy the benefit of the Services as provided by Hygraph, in the manner permitted by the Terms.
- 7.2 Customer may not (and Customer may not permit anyone else to): (a) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless this is expressly permitted or required by law, or unless Customer has been specifically allowed to do so by Hygraph, in writing (e.g., through an open source software license); (b) attempt to disable or circumvent any security mechanisms used by the Service or any applications running on the Service; or (c) use the Service in any way that may subject the Service to any obligations under any open source software license, including, without limitation any license which imposes any obligation or restriction with respect to Hygraph's patent or other intellectual property rights in the Service.

8. License from Customer

- 8.1 Hygraph claims no ownership or control over any Content or Application. Customer retains copyright and any other rights Customer already holds in the Content and/or Application, and Customer is responsible for protecting those rights, as appropriate. By submitting, posting or displaying the Content on or through the Service Customer grants Hygraph a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Content for the sole purpose of enabling Hygraph to provide Customer with the Service. Furthermore, by creating an Application through use of the Service, Customer grants Hygraph a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Application for the sole purpose of enabling Hygraph to provide Customer with the Service.
- 8.2 By adding a collaborator to Customer's Application, Customer hereby grants to that user a non-exclusive, royalty-free, non-transferable license, with no right to sub-license, to use, display, perform, reproduce, modify, publish, distribute, list information regarding, edit, translate and analyze such Application(s) and Content as permitted by the relevant Service functionality or features for the sole purpose of collaborating on development of the Application(s).
- 8.3 Customer may choose to or Hygraph may invite Customer to submit comments or ideas about the Service, including without limitation about how to improve the Service ("Ideas"). By submitting any Idea, Customer agrees that Customer's disclosure is gratuitous, unsolicited and without restriction and will not place Hygraph under any fiduciary or other obligation, and that Hygraph is free to use the Idea without any additional compensation to Customer, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.
- 8.4 Customer agrees that Hygraph may use Customer's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and website listings (including links to Customer's website) for the purpose of advertising or



publicizing Customer's use of the Service – but only with a prior written consent of the customer.

9. Term, Termination

- 9.1 The agreement regarding the use of the Service shall have a minimum term explicitly defined in the Order Form of this Agreement. In the event that a Service Agreement is not validly terminated with effect to the end of the respective contract term, the Service Agreement shall automatically be extended by another year. The notice period is 60 days prior to the end of the respective contract term unless agreed differently in the Order Form.
- 9.2 The right of the Parties to terminate the Service Agreement for cause remains unaffected. From the perspective of Hygraph, cause shall exist, in particular, if (a) Customer is in default with the payment of its compensation for more than two (2) months, (b) Customer suspends its payments, insolvency proceedings or similar statutory proceedings have been instituted by Customer or, if permissible, by Hygraph or a third party creditor, such proceedings are opened or declined for lack of assets, (c) if Customer significantly violates contractual agreements, in particular, these Terms, and fails to cure this breach within a reasonable grace period granted in a written warning issued by Hygraph. However, upon request for the institution of insolvency proceedings against Customer's assets, Hygraph does not have the right to terminate the Agreement based on a delay in the payment of compensation that occurred prior to the date of the request or due to a deterioration of Customer's economic situation.
- 9.3 In the event Hygraph terminates an agreement for cause due to a breach of Customer's obligations, Hygraph reserves, as a minimum, the claim to the agreed compensation up to the date on which Customer could have terminated for convenience, less the expenditures saved by Hygraph as a consequence of the termination. This shall not apply if Customer is not responsible for the breach. Generally, Hygraph shall reduce the compensation by a lump-sum in the amount of 15% of the compensation due in order to account for saved expenditures. Customer has the right to submit evidence for the fact that Hygraph saved more than 15%.
- 9.4 Any notice of termination shall be given in the written form to be effective.
- 9.5 Upon the end of the contract term, access to the Service will no longer be possible and customer content will be permanently removed from the Service within 120 days. Customer is solely responsible for exporting its Content and Application(s) from the Service prior to the end of the contract term, provided that if Hygraph terminates the Service Agreement for cause, Hygraph will grant Customer a reasonable opportunity to retrieve its Content and Application(s).
- 9.6 Sections 6.1, 9, 10, 11, 12, and 16 shall continue to be effective after termination of the Service Agreement.

10. WARRANTIES



- 10.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 10 AND 13, SHALL EXCLUDE OR LIMIT HYGRAPH'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.
- 10.2 CUSTOMER SHALL PROMPTLY REPORT ERRORS OR FAULTS OF THE SERVICE ("ERRORS") TO HYGRAPH AND NOTIFY HYGRAPH OF ANY IMMINENT DANGER (E.G., UNAUTHORIZED THIRD PARTY ACCESS, MALWARE) VIA THE TICKET SYSTEM OR THE HOTLINE (SEE DEFINITION OF "SERVICE CONTACTS" IN THE SLA). TO THE EXTENT THAT CUSTOMER CAN BE REASONABLY EXPECTED TO DO SO, CUSTOMER SHALL TAKE ALL NECESSARY MEASURES TO DETERMINE, DELIMIT, AND DOCUMENT THE ERROR AND ITS CAUSES. THE REQUIREMENTS REGARDING ERROR REPORTS BY CUSTOMER AND THE INFORMATION AND DATA TO BE PROVIDED BY CUSTOMER ARE SET FORTH IN THE SLA (SEE SECTION 2.4 OF THE SLA).
- 10.3 HYGRAPH SHALL RECTIFY ERRORS OF THE SERVICE REPORTED BY CUSTOMER IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE SLA.
- 10.4 HYGRAPH IS LIABLE FOR ERRORS OF THE SERVICE THAT ALREADY EXISTED AT THE TIME THE SERVICE WAS MADE AVAILABLE, ONLY TO THE EXTENT THAT HYGRAPH IS RESPONSIBLE FOR THEM.
- 10.5 CUSTOMER IS NOT ENTITLED TO CLAIMS BASED ON DEFECTS, IF CUSTOMER IS RESPONSIBLE FOR THE ERROR, IN PARTICULAR, (A) IN THE EVENT OF NON-AUTHORIZED INTERFERENCE WITH THE SERVICE ON THE PART OF CUSTOMER USING SOFTWARE OR OTHER TECHNICAL DEVICES THAT MODIFY, EXPAND OR JEOPARDIZE THE OPERABILITY OF THE SERVICE, (B) IN THE EVENT OF ACCESS TO THE SERVICE WITH OTHER TECHNICAL MEANS THAN THE ADMINISTRATIVE INTERFACE OF THE SERVICE, (C) IF HARDWARE OR A SYSTEM ENVIRONMENT IS USED THAT IS NON-COMPLIANT WITH THE SYSTEM REQUIREMENTS SET FORTH IN THE SERVICE DESCRIPTION AS AGREED IN THE ORDER FORM; THE AFOREMENTIONED EXCLUSION OF CLAIMS SHALL NOT APPLY, IF CUSTOMER CAN PROVE THAT THE ERROR IS NOT ATTRIBUTABLE TO CUSTOMER.
- 10.6 IN THE EVENT A REVIEW SHOULD SHOW THAT NO ERROR EXISTED OR THAT HYGRAPH IS NOT LIABLE FOR THIS ERROR AS PART OF ITS LIABILITY FOR DEFECTS, HYGRAPH SHALL BE ENTITLED TO CLAIM COMPENSATION FOR ITS EXPENSES BASED ON THE PRICE LIST THAT IS VALID AT THE TIME THE ERROR WAS EXAMINED, UNLESS CUSTOMER CAN SHOW THAT IT IS NOT RESPONSIBLE FOR ITS MISCONCEPTION OF THE ASSUMED EXISTENCE OF AN ERROR OR OF HYGRAPH'S RESPONSIBILITY FOR THIS ERROR.
- 10.7 INITIALLY, CUSTOMER SHALL REMAIN OBLIGATED TO PAY THE AGREED COMPENSATION WHEN ERRORS OR DEFECTS OCCUR. CUSTOMER'S RIGHT TO CLAIM A REFUND FOR COMPENSATION PAID, IN WHOLE OR IN PART, BASED ON THE PRINCIPLE OF UNJUST ENRICHMENT, REMAINS UNAFFECTED.

11. LIMITATION OF LIABILITY



11.1 HYGRAPH SHALL BE LIABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 11:

- (A) LIABILITY FOR LOSSES CAUSED INTENTIONALLY OR WITH GROSS NEGLIGENCE.
- (B) LIABILITY FOR DEATH, PERSONAL INJURY OR DAMAGE TO HEALTH CAUSED BY THE INTENT OR NEGLIGENCE OF HYGRAPH, ITS LEGAL REPRESENTATIVES OR ASSISTANTS IN PERFORMANCE SHALL BE UNLIMITED.
- (C) IN THE EVENT OF A PRODUCT LIABILITY, HYGRAPH SHALL BE LIABLE IN ACCORDANCE WITH THE GERMAN PRODUCT LIABILITY ACT.
- (D) LIABILITY FOR LOSSES CAUSED BY THE BREACH OF PRIMARY OBLIGATIONS SHALL BE LIMITED TO THE AMOUNT WHICH WAS FORESEEABLE AT THE TIME THE SERVICE AGREEMENT WAS CONCLUDED, HOWEVER, NOT EXCEEDING THE ANNUAL FEES FOR THE USE OF THE SERVICE. PRIMARY OBLIGATIONS ARE SUCH BASIC DUTIES WHICH FORM THE ESSENCE OF THE SERVICE AGREEMENT, WHICH WERE DECISIVE FOR THE CONCLUSION OF THE SERVICE AGREEMENT AND ON THE PERFORMANCE OF WHICH CUSTOMER MAY RELY.

11.2 HYGRAPH SHALL BE LIABLE FOR LOSS OF DATA ONLY UP TO THE AMOUNT OF TYPICAL RECOVERY COSTS WHICH WOULD HAVE ARISEN HAD PROPER AND REGULAR DATA BACKUP MEASURES BEEN TAKEN BY CUSTOMER.

11.3 THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS TO DAMAGES OR REIMBURSEMENT OF WASTED EXPENDITURES THAT ARE DUE TO INTENTIONAL WRONGDOING, GROSS NEGLIGENCE, MALICE OR IN CASES OF DEATH, PERSONAL INJURY OR DAMAGE TO HEALTH OR PRODUCT LIABILITY.

11.4 THE STATUTE OF LIMITATIONS PERIOD IS LIMITED (A) TO ONE (1) YEAR FOR CLAIMS BASED ON DEFECTS AS TO QUALITY; (B) TO TWO (2) YEARS FOR CLAIMS BASED ON AN INFRINGEMENT ON THIRD PARTY RIGHTS; (C) TO TWO (2) YEARS FOR CLAIMS TO DAMAGES OR REIMBURSEMENT OF WASTED EXPENDITURES THAT ARE NOT RELATED TO DEFECTS AS TO QUALITY OR AN INFRINGEMENT ON THIRD PARTY RIGHTS.

11.5 THE AFOREMENTIONED LIMITATIONS OF LIABILITY SHALL LIKEWISE APPLY FOR THE LEGAL REPRESENTATIVES AND EMPLOYEES OF HYGRAPH. ANY MORE EXTENSIVE LIABILITY OF HYGRAPH IS EXCLUDED.

12. Indemnification

Customer agrees to hold harmless, defend and indemnify Hygraph, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively "Hygraph and Partners") from and against any third party claim arising from or in any way related to (a) Customer's breach of the Terms, (b) Customer's use of the Service, (c) Customer's violation of applicable laws, rules or regulations in connection with the Service, or (d) Customer's Content or Application, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Hygraph will provide Customer with written notice of such claim, suit or action.



13. Copyright Policy

Customer agrees to set up a process to respond to notices of alleged infringement that comply with applicable intellectual property laws. It is Hygraph's policy to respond to notices of infringement of applicable copyright laws and to terminate the accounts of repeat infringers. Hygraph reserves the right to take down content in Customer's Application or, if necessary, the Application itself upon receipt of a notice of infringement.

14. Other Content

- 14.1 The Service may include hyperlinks to other websites or content or resources or email content. Hygraph may have no control over any websites or resources which are provided by companies or persons other than Hygraph.
- 14.2 Customer acknowledges and agrees that Hygraph is not responsible for the availability of any such external websites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources.
- 14.3 Customer acknowledges and agrees that Hygraph is not liable for any loss or damage which may be incurred by Customer or Customer's end users as a result of the content or availability of those external websites or resources, or as a result of any reliance placed by Customer on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

15. Changes to the Terms

Hygraph shall be entitled to make changes to these Terms from time to time. Hygraph shall notify Customer of the modification or amendment in writing. The modification or amendment shall become binding, unless Customer objects to it in writing within three (3) months from the receipt of the notice regarding this modification or amendment. Hygraph shall include information in the notice regarding this period and the legal consequence of non-compliance with this period.

16. General Legal Terms

- 16.1 The parties agree to treat any items of the other party that they may receive or become aware of prior to or during contract performance (e.g., software, records, information, and data) and that are legally protected, or contain or constitute trade or business secrets, or are marked as confidential ("Confidential Information") as strictly confidential, including beyond the termination or expiration of the Service Agreement, unless they come within the public domain without any breach of the confidentiality duty. The parties shall store and safeguard these items in such a manner that any third party access is prevented. Customer shall disclose Confidential Information only to such employees, officers and representatives that need to know such information to be able to perform their assigned tasks. Customer shall instruct these individuals regarding the confidentiality duty.
- 16.2 In the event Customer processes personal data using the Service, Customer bears the sole responsibility for ensuring that the individual affected ("data subject") has



granted its consent to this processing of his/her data or that this task is permissible pursuant to statutory provisions. Customer will be the party responsible for such personal data ("controller") at all times. Customer shall indemnify, defend and hold harmless Hygraph from and against any and all claims asserted by data subjects and any damage and expenses that Hygraph incurs due to Customer's transfer of personal data to Hygraph in violation of data protection law, unless Customer is able to show that it was not responsible for the violation.

- 16.3 There are no third party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.
- 16.4 If Hygraph provides Customer with a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.
- 16.5 Customer agrees that Hygraph may provide Customer with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Service. By providing Hygraph with its email address, Customer consents to Hygraph using the email address to send Customer any notices required by law in lieu of communication by postal mail.
- 16.6 Hygraph shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, nuclear missiles, chemical or biological weapons, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.
- 16.7 These Terms, and Customer's relationship with Hygraph under these Terms, shall be governed by the laws of the United Kingdom.
- 16.8 The courts of the United Kingdom shall have exclusive jurisdiction over all disputes under and in connection with the Service Agreement.
- 16.9 Customer may not assign any of Customer's rights or obligations under these Terms without the prior written consent of Hygraph (not to be unreasonably withheld).
- 16.10 Should any provision of these Terms be or become invalid, this shall not affect the validity of the remaining terms. The parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.



Exhibit 1.2. of the Order Form concluded between Company and Hygraph GmbH – Acceptable Use Policy

Customer's use of the Service is subject to this Acceptable Use Policy. Hygraph reserves the right to terminate the Service Agreement and cease all service if Customer is found to be in violation of this policy. Hygraph may change this policy pursuant to Section 15 of the Enterprise Terms of Service. All capitalized terms used herein have the meanings stated in the Terms, unless stated otherwise.

Prohibited Content

The Content displayed and/or processed through Customer's Application or other website utilizing the Service shall not contain any of the following types of content:

- Content that infringes on a third party's rights (e.g., copyright) according to applicable law;
- Excessively profane content;
- Hate-related or violent content;
- Content advocating racial or ethnic intolerance;
- Content intended to advocate or advance computer hacking or cracking;
- Other illegal activity, including without limitation illegal export of controlled substances or illegal software;
- Drug paraphernalia;
- Phishing;
- Malicious content;
- Other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights.

Prohibited Actions

Customer agrees not to, and not to allow third parties (including end users) to use the Service:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing end users to infringe or misappropriate the intellectual property rights of others in violation of applicable laws);
- to engage in, promote or encourage illegal activity
- for any unlawful, invasive, infringing, defamatory or fraudulent purpose (for example, this may include phishing, creating a pyramid scheme or mirroring a website);
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Service, or the equipment used to provide the Service, by customers, authorized resellers, or other authorized users;
- to disable, interfere with or circumvent any aspect of the Service;



- to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements or other solicitations ("spam")

Exhibit 2 of the Order Form concluded between Company and Hygraph GmbH – Service Level Agreement

1. Definitions

This Exhibit is only relevant if Customer has purchased a Service Level Agreement as defined in the Order Form, Exhibit 1.

The following terms will have the following meanings when used in this Service Level Agreement ("SLA"):

"Business Days" means Monday till Friday, with the exception of public holidays at the registered office of Hygraph.

"First Line Support Team" means designated employees of Customer who will have functional knowledge regarding the Service and will have access to documentation as provided by Hygraph that enables them to resolve first line support issues.

"Performance Credit" means 0.5% percent of the fees.

"Response Time" means the elapsed clock time between (i) Customer's report of an error and (ii) a Hygraph technical support analyst capable of understanding the error speaking to Customer's support contact about the error.

"Scheduled Downtimes" means temporary shutdowns of the Service for maintenance purposes, about which Hygraph has informed Customer at least 1 week in advance.

"Service Contacts" means the support@Hygraph.com email address, the phone number +4917697835783 and the Company - Hygraph Slack channel.

"Service Hours" means Business Days from 9 a.m. till 5 p.m. in the Central European Time zone (CET).



“Service Level Default” means Hygraph’s failure to achieve a Service Level.

2. General Principles

- 2.1 The Service Levels set forth in this SLA are not intended to and do not limit or exclude any services described in the Service Agreement.
- 2.2 Customer shall make reasonable efforts to enable Hygraph in providing Hygraph’s services pursuant to this SLA. Customer shall designate employees who will form the First Line Support Team. The First Line Support Team shall make reasonable efforts to resolve first line support issues.
- 2.3 For more complex technical issues the First Line Support Team may contact Hygraph via the Service Contacts. Error reports via other communication means are irrelevant for the start of Response Times.
- 2.4 The ticket shall provide reasonable details of the error and impact on usage of the Hygraph Software and the Integrated Service, e.g. for illustrative purposes only - a step-by-step description of the user’s actions and its intended operation, naming of the browser version et cetera, and describe the actions which the First Line Support Team has taken in trying to resolve the problem.
- 2.5 In all cases the First Line Support Team will be Hygraph’s point of contact.
- 2.6 The First Line Support Team shall consist of up to ten persons designated by name entitled to use the Hygraph’s support services as described in this SLA. The list of First Line Support Team is subject to change at Customer’s sole discretion. An updated list of the First Line Support Team shall be provided to Hygraph on an ongoing basis.
- 2.7 Hygraph will provide second and third line support during the Service Hours.
- 2.8 Hygraph shall be entitled to change the Service Contacts. Hygraph shall inform Customer at least two weeks in advance prior to such changes.

3. Service Levels

- 3.1 Hygraph will respond to problems so as to meet all of the Service Levels set forth in Section 3.6 below.



- 3.2 Customer shall be entitled to reduce the fee for the use of the Service pursuant to Section 4, if Hygraph does not comply with the agreed upon Response Times and is responsible for the non-compliance.
- 3.3 In the event that a resolution requires a short downtime of the Service, in order to deploy the resolution, Hygraph will inform Customer via email of the necessity to shut down the Service for such resolution and ask for Customer's approval.
- 3.4 Hygraph will keep Customer informed of the progress of its efforts to resolve Priority 1 or 2 problems at appropriate intervals or as otherwise requested by Customer.
- 3.5 Priority Levels:
- a) Priority 1 (Critical): A problem of the Service that (i) prevents the Service from processing a critical process or function or materially hinders work or use of the Service by the majority of users, (ii) prevents the majority of users from accessing data or uploading new data into the Service, (iii) causes loss or corruption of data. In addition, Priority 1 problems include any Priority 2 problem that has remained unresolved for a period of 3 Business Days after Hygraph has learned of the problem.
 - b) Priority 2 (High): A problem of the Service that materially affects any process or function of the Service that is non-critical but material. A Priority 2 problem may be composed of a collection of problems that would otherwise individually constitute Priority 3 or Priority 4 problems, but which, taken as a whole, have the effect of a Priority 2 problem.
 - c) Priority 3 (Moderate): A problem of the Service that materially affects any process or function of the Service that is non-critical and does not qualify as a Priority 1 or a Priority 2 problem.
 - d) Priority 4 (Low): Minor problems of the Service that do not adversely impact any process or function of the Service, errors in documentation, or a question or support inquiry by Customer.
- 3.6 Service Levels for Remedial Maintenance Table. The support response time level is defined in the Order Form.



Priority Level	Required Response Time (in hours)			
	Level 1 (9-to-5)	Level 2 (9-to-5)	Level 3 (24/7)	Level 4 (24/7)
Priority 1 (Critical)	8	4	4	1
Priority 2 (High)	16	8	8	2
Priority 3 (Low)	24	16	16	4

3.7 Hygraph shall maintain an availability of the hosted content APIs of 99.5% (Level 1), 99.7% (Level 2), 99.9% (Level 3) or 99.95% (Level 4) per year. Outages due to force majeure, caused by Customer or third parties or Scheduled Downtimes shall not be taken into account as non-availability. The Content API uptime level is defined in the Order Form.

3.8 Hygraph shall be entitled to Scheduled Downtimes of up to 60 minutes per month.

4. Performance Credits

4.1 Customer shall be awarded with 1 Performance Credit (i) per Business Day in excess of the Response Times pursuant to Section 3.6 and/or (ii) per 0.1% availability per month below the availability obligation set forth in Section 3.7, however, in total not exceeding 15% of the monthly service fee. The Performance Credits will start the day after the day on which the Response Time has passed.

4.2 Performance Credits are calculated every 12 months and accrued and applied against the next service fee. To calculate the total Performance Credit due to Customer for the applicable 12-month-period, the amounts calculated for each Service Level not met in such 12-month-period will be totaled and such amount will be credited to Customer on the invoice for the next annual service fee.

4.3 Hygraph will notify Customer if Customer becomes entitled to a Performance Credit in accordance with Hygraph's standard reporting procedures as set forth in this SLA.

4.4 The Performance Credits will not limit Customer's right to recover, in accordance with the Service Agreement, other damages incurred by Customer as a result of



such failure; provided, however, that any award of damages directly arising out of any such failure will be reduced by any Performance Credits already credited by Hygraph to Customer in respect of such failure.

5. Right of Termination for Deficiency

Customer shall be entitled to terminate the Service Agreement for cause in the event of material or repeated non-compliance with this SLA by Hygraph.