

MYCLOUDFLOW SUBSCRIPTION SERVICES TERMS ("TERMS")

1. SCOPE OF THE TERMS; PARTIES; CONTRACTING PROCESS; ORDER OF PRECEDENCE

1.1 These Terms apply to the MYCLOUDFLOW Service (as defined hereafter) as offered by HYBRID Software (the contracting legal entity of HYBRID Software is the one mentioned in the Offer) ("**HYBRID**") to its Customer ("**Customer**"). HYBRID and the Customer are hereinafter also referred to each as a "**Party**" and together as the "**Parties**".

1.2 THE CUSTOMER REPRESENTS AND WARRANTS THAT EACH PERSON WHO TAKES THE MYCLOUDFLOW SERVICE INTO USE OR OTHERWISE ACCEPTS THE AGREEMENT (INCLUDING BUT NOT LIMITED TO THESE TERMS) IS AUTHORIZED TO CONCLUDE A BINDING AGREEMENT ON BEHALF OF THE CUSTOMER AND THAT THE CUSTOMER IS BOUND BY THE TERMS OF THE AGREEMENT.

1.3 BY CONFIRMING AN ORDER, OR OTHERWISE INDICATING THE ACCEPTANCE OF THE AGREEMENT OR USING THE MYCLOUDFLOW SERVICE, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THESE TERMS.

1.4 Contracting process

Notwithstanding clause 1.3, the Customer typically enters into an Agreement for the use of the HYBRID MYCLOUDFLOW Service in the following manner:

- On request of the Customer, HYBRID will issue an Offer (in the form of a commercial proposal, renewal notification or any other proposal made by HYBRID) for the use of the MYCLOUDFLOW Service;
- HYBRID's Offer will specify the identity of the contracting legal entity of HYBRID, the relevant MYCLOUDFLOW Service(s) and modules, the key commercial terms (the applicable Subscription Fees and Subscription Term, allowed users, etc.) and will include these Terms and its Schedules by reference;
- Customer shall confirm the Offer in an Order Confirmation (by way of signing HYBRID's Offer or by any other confirmation of HYBRID's Offer such as purchase orders, e-mails, confirmation letters, etc. referencing HYBRID's Offer or otherwise issued in response to HYBRID's Offer);

Any deviation or addition to the Offer and these Terms and its Schedules made by Customer in its request for an offer or in its Order Confirmation is applicable only to the extent that it has consequently been accepted explicitly and in writing by HYBRID.

1.5 Order of precedence

These Terms and its Schedules form an integral part of the Agreement. In case of a conflict between the different documents that make up the Agreement, the following order of precedence shall apply: (1) the Offer (2) these Terms, (3) the Service Level Agreement, (4) the Data Processing Schedule, (5) the Acceptable Use Policy and (6) any other document incorporated by reference.

Unless they have explicitly been accepted in writing by HYBRID, the Customer's (general) purchase terms, procurement or RFP terms, purchase order(s) terms or other terms shall not apply, even if referred to or submitted by the Customer.

2. DEFINITIONS

The following terms shall have the meanings assigned to them herein:

"**Acceptable Use Policy**" means the Acceptable Use Policy of the MYCLOUDFLOW Service included in schedule 3: Acceptable Use Policy.

"**Agreement**" means the agreement for the use of the MYCLOUDFLOW Service consisting of HYBRID's Offer for the use of the MYCLOUDFLOW Service and these Terms and its Schedules (1: MYCLOUDFLOW Service Level Agreement, 2: Data Processing Schedule, 3: Acceptable Use Policy) and any other document which is incorporated herein by reference.

"**API**" is defined in Section 9 of the Terms.

"**Customer Data**" means all data (including personal data and production data), text, images, artworks, photographs, non-HYBRID or Third-Party applications, and other content and material, in any format, provided by Customer or any of Customer's users that is stored in, run on or entered by or on behalf of the Customer into the MYCLOUDFLOW Service.

"**Confidential Information**" means information of the other Party that is marked as confidential or that should be reasonably understood to be confidential. The structure and user interfaces of the

MYCLOUDFLOW Service, and their underlying ideas and Documentation are always considered as HYBRID's Confidential Information. Such Confidential Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving Party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing Party.

"Documentation" means the user manual, in electronic code form, any technical release notes, and other technical supporting documentation accessible through HYBRID's data center or available upon request via the HYBRID's Support Service.

"Error" means an error, which can be reproduced and which causes the MYCLOUDFLOW Service not to function materially as described in the MYCLOUDFLOW Service Documentation, as updated by HYBRID from time to time.

"Intellectual Property Rights" means patents, inventions, trademarks, domain names, rights in know-how, trade secrets, copyrights, copyrights on software, computer programs, database rights, rights related to copyrights, and any other intellectual and industrial property rights, whether registered or not and including without limitation the right to amend and further develop the objects of those rights and the right to assign the rights to third parties as HYBRID sees fit.

"HYBRID" means the HYBRID contracting legal entity that fulfilled the Customer's order as identified in the Order Confirmation.

"MYCLOUDFLOW Service" means, collectively, the service delivered via data networks enabling the Customer to use the designed end-user functionalities of the MYCLOUDFLOW Service as identified in HYBRID's Offer and further described in the applicable MYCLOUDFLOW Service Documentation as may be modified and updated by HYBRID from time to time. The MYCLOUDFLOW Service includes Updates, and New Versions, which HYBRID takes into production during the term of the Agreement. The MYCLOUDFLOW Documentation is maintained and accessible from HYBRID's Support Service and data center.

"Service Level Agreement" means the MYCLOUDFLOW service levels as included in schedule 1: MYCLOUDFLOW Service Level Agreement.

"Subscription Fee" is defined in Section 4 of the Terms.

"Offer" means a commercial proposal, renewal notification, or any other proposal made by HYBRID for the use of the MYCLOUDFLOW Service with reference to the relevant MYCLOUDFLOW Services and module(s) offered by HYBRID and including these Terms and its Schedules by reference.

"Order Confirmation" means any confirmation by the Customer of HYBRID's Offer (by way of signing the Offer or by any other confirmation of the Offer such as purchase orders, e-mails, confirmation letters, etc. referencing HYBRID's Offer or issued in response to HYBRID's Offer).

"Business Hours" means business hours Monday to Friday 09 a.m.- 5 p.m. in the CET time zone automatically adjusted to reflect changes to daylight savings time and excluding national holidays unless otherwise agreed upon in the Agreement.

"Statistical Information" means information on the use of the MYCLOUDFLOW Service by the Customer, as such or as processed and/or combined with other data, in a form that no individual person's or Customer's identity can be identified.

"Third-Party Data" is defined in the definition of "Third Party Supplier" below.

"Third Party Supplier" means a third party from whom the Customer is acquiring data, content, technology, or services (those data, content, technology, and/or services are referred to as "Third Party Data"). It also entails any product, platform, or service not developed by HYBRID which enhances, manipulates, integrates with, interacts with, interoperates with, or adds functionality to the products and services or Customer Content. It may include public APIs, stand-alone software, data, content, specifications, product equipment, components, or hardware and may be obtained directly from the developer or through a reseller. HYBRID may act as a reseller.

"Update" means a release of the MYCLOUDFLOW Service containing security updates, error corrections, bug fixes, patches, and/or minor changes to the Service. HYBRID's decision shall prevail in case of disagreement whether a release is a New Version or an Update.

"Users" means individuals who are authorized by Customer to use the MYCLOUDFLOW Service pursuant to the Agreement or as otherwise defined, restricted or limited, or otherwise agreed by the Parties. Users may include but are not limited to Customer's and Customer's affiliates', employees, consultants, contractors, and agents.

"New Version" means any major release of the MYCLOUDFLOW Service, which incorporates a new feature or features or major enhancement(s) to the features of the MYCLOUDFLOW Service, and in addition may contain also security updates, error corrections, and/or minor changes to the MYCLOUDFLOW Service. HYBRID's decision shall prevail in case of disagreement whether a release is a New Version or an Update.

3. GENERAL TERMS AND CERTAIN DUTIES

- 3.1 The features of the MYCLOUDFLOW Service are detailed in the Offer.
- 3.2 Customer may request additional features at any time during the term of the Agreement which is subject to HYBRID's confirmation and is governed by the Agreement and these Terms.
- 3.3 Each Party shall contribute to the provision of the MYCLOUDFLOW Service concerning factors under the command or control of the Party.
- 3.4 The Customer shall, at its own expense, acquire the equipment, connections, data transfer services, hardware, software, and information security services that are required for its use of the MYCLOUDFLOW Service according to the compatibility requirements set by HYBRID from time to time.
- 3.5 Customer shall provide accurate, current, and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.
- 3.6 The Customer is liable for its compliance with the laws and regulations applicable to its operations. HYBRID is not liable for the Customer's compliance with any laws or regulations. The Customer must assess the features of the MYCLOUDFLOW Service, as amended from time to time, and determine if the MYCLOUDFLOW Service can be used in compliance with the laws and regulations applicable to the Customer.
- 3.7 HYBRID is not responsible to customize or amend the MYCLOUDFLOW Service based on laws or regulations or changes thereof.
- 3.8 Customer acknowledges that HYBRID for the provisioning of the MYCLOUDFLOW Service uses the services of third-party subcontractors, including but not limited to third-party data centers, and Customer consents to the corresponding subcontracting of HYBRID's obligation under these Terms.
- 3.9 The Customer bears full liability for the information given by it. HYBRID does not have the obligation to inspect or verify the correctness of any such information.

4. TERMS OF USE

- 4.1 Subject to the Customer's payment of the full price payable for the right to use the MYCLOUDFLOW Service ("Subscription Fee"), the Customer is granted a limited, non-exclusive, non-transferable, and non-sublicensable right to use the MYCLOUDFLOW Service during the term of the Agreement for the Customer's internal use in accordance with the Documentation. Except for the (number of) Users allowed in the Offer, the Customer may not use the MYCLOUDFLOW Service to order and provide any services to any third party or otherwise transfer the MYCLOUDFLOW Service or allow access to the MYCLOUDFLOW Service to any third party or allow any third party to benefit from the MYCLOUDFLOW Service. For the avoidance of doubt, also the Customer's group companies and affiliates are deemed as third parties and they are not allowed to use, access, or otherwise benefit from the MYCLOUDFLOW Service, unless explicitly otherwise agreed upon in the Agreement. The Customer shall follow the usage limitations set out in the Agreement and/or the Documentation, regarding e.g. the maximum number of Users or other limitations to the granted use. There are no implied licenses.
- 4.2 Unless explicitly agreed upon otherwise, HYBRID allocates the amount of storage set forth in the Offer and HYBRID reserves the right to charge additional fees for use of any additional storage or increased storage pricing.
- 4.3 The Customer may use the Documentation to support the granted use of the MYCLOUDFLOW Service, as long as the Customer's right to use the MYCLOUDFLOW Service is in force.
- 4.4 The Customer may not repair or otherwise modify the Documentation, or, even if these actions would be technically possible, the MYCLOUDFLOW Service. Even if these actions would be technically possible, the Parties agree – to the maximum extent as permitted under applicable law - that the Customer may not disassemble, decompile or reverse engineer or otherwise attempt to derive the source code of the MYCLOUDFLOW Service.
- 4.5 The Customer agrees not to remove or conceal any copyright, trademark, and other proprietary notices or other forms of identification affixed to the MYCLOUDFLOW Service or the Documentation.
- 4.6 HYBRID monitors The Customer's use of the MYCLOUDFLOW Service to verify Customer's compliance with the Agreement and any usage restrictions. In consideration of the foregoing, Customer shall make available any information or provide any access to any application reasonably requested by HYBRID to verify compliance.

- 4.7 Upon forty-five (45) days written notice and no more than once every twelve (12) months, HYBRID may audit Customer's use of the MYCLOUDFLOW Service to ensure Customer's use is in compliance with the Agreement. Any such audit shall not unreasonably interfere with the Customer's normal business operations. The Customer agrees to cooperate with HYBRID's audit and to provide reasonable assistance and access to the information reasonably requested by HYBRID. In case the audit uncovers a material breach of the Agreement by Customer (including violations of usage limitations), Customer shall be liable for the costs of the audit.

5. CUSTOMER DATA

- 5.1 The Customer warrants that HYBRID and its subcontractors are entitled to store and otherwise process the Customer Data lawfully for the purposes of the Agreement.
- 5.2 Prior to submitting the Customer Data, the Customer shall take and maintain copies of the Customer Data. The same applies to any output data (such as reports) that the Customer receives by using the MYCLOUDFLOW Service. The Customer is fully liable for the Customer Data and its correctness and for selecting the security, co-location, and/or multiple environment methods ordered and deemed appropriate by the Customer.
- 5.3 During and after the term of the Agreement, HYBRID has a permanent, non-revocable, transferable, sub-licensable, and free-of-charge right to store and use the Statistical Information for the purpose of the further development and improvement of the MYCLOUDFLOW Service.
- 5.4 HYBRID also has a permanent, non-revocable, transferable, sublicensable, and free-of-charge right to store and use for any and all purposes the suggestions, feedback, and ideas given by the Customer regarding the Documentation, the MYCLOUDFLOW Service and the/or the professional services rendered which are not considered as Customer Data.
- 5.5 The Parties agree to the terms of Schedule 2 of these Terms governing the processing of personal data. Schedule 2 forms an integral part of these Terms and the Agreement.
- 5.6 The Parties agree to the terms of Schedule 3 of these Terms containing the Acceptable Use Policy. Schedule 3 forms an integral part of these Terms and the Agreement.

6. PROVISIONS OF THE MYCLOUDFLOW SERVICE (SERVICE LEVELS)

HYBRID will provide the MYCLOUDFLOW Service in accordance with the Service Levels specified in Schedule 1 and forms an integral part of these Terms and the Agreement.

7. SUPPORT SERVICE (SERVICE LEVELS)

HYBRID will provide the MYCLOUDFLOW Service in accordance with the Support Levels specified in Schedule 1 and forms an integral part of these Terms and the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

Customer acknowledges and agrees that the MYCLOUDFLOW Service and the Documentation, and any copies, modifications, translations, amendments, and derivatives thereof are protected by Intellectual Property Rights and all such Intellectual Property Rights are exclusively owned by HYBRID. Nothing in this agreement can be understood as a transfer, sale or assignment of any Intellectual Property Rights by HYBRID to Customer unless explicitly agreed otherwise.

9. THIRD PARTY SUPPLIERS, THIRD-PARTY DATA AND APIS

- 9.1 If the Customer is receiving or using Third-Party Data in connection with the use of the MYCLOUDFLOW Service, e.g. via an integration between the Service and the Third Party Supplier's system, it is especially agreed that HYBRID is not liable for the Third-Party Data, or for any events or damages otherwise arising out of or in connection with the Third Party Supplier's performance or non-performance or for any unavailability of the Third-Party Data. The Customer is solely liable for its compliance with its agreements with the Third Party Suppliers.
- 9.2 If HYBRID provides application programming interfaces ("**API**"s), THE APIS ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY, OR REPRESENTATION OF ANY KIND, AND THE USE OF THE APIS ARE ENTIRELY AT THE CUSTOMER'S OWN RISK. HYBRID HAS THE RIGHT TO MODIFY THE APIS WITHOUT NOTICE.

10. PRICES AND PAYMENT**10.1 Prices**

- 10.1.1 The Subscription Fee and the prices payable by the Customer are set out in the Agreement. The Subscription Fee cannot be reduced, neither wholly nor in part, in case of early termination of the right of use and for whatever reason.
- 10.1.2 Other prices payable by the Customer and e.g. storage costs are in accordance with HYBRID's Agreement or as amended by HYBRID from time to time.

Invoicing and Payment

- 10.1.3 If not otherwise set out in the Agreement or otherwise confirmed by HYBRID in writing, the prices are invoiced and payable:
- (i) Subscription Fees quarterly in advance of the relevant period of use
 - (ii) Other prices monthly afterwards.
- 10.1.4 The first quarterly Subscription Fee shall be invoiced within thirty (30) days after receipt of the Order Confirmation covering a six (6) month period but billed at the quarterly Subscription Fee rate to allow for optimizing the MYCLOUDFLOW Service setup. Subsequent Subscription Fees shall adhere to the standard quarterly invoicing cycle.
- 10.1.5 Prices are payable upfront, by wire transfer, credit card, or other payment method ordered by HYBRID from time to time. Prices are payable in the currency stated in the Invoice and at the seat of HYBRID.
- 10.1.6 If HYBRID allows payment terms, invoices are payable within thirty (30) days from the date of the invoice unless otherwise agreed upon by Parties. In case the Customer fails to make a timely payment:
- any amount that remains unpaid on the due date shall automatically and without prior notice of default be subject to interest at eight percentage points on top of the interest rate applied by the European Central Bank to its most recent main refinancing operation (rounded up to the higher half percentage point). The total interest shall in any case be a minimum of 10% per year.
 - Customer shall be liable to pay a lump sum indemnity of 10% of the outstanding amount, with a minimum of 250 EUR to compensate for extrajudicial costs of recovery of outstanding amounts.
 - HYBRID may suspend the delivery of services to the Customer and/or the Customer's access to the MYCLOUDFLOW Service;

Failure to pay a single invoice on its due date, automatically and without prior notice entails that all remaining open invoices become due, even invoices for which the stated due date has not been reached. Previously granted payment conditions shall be disregarded. Partial payments are first set off against the payable interest on the delayed payment, secondly against the cost of collection, and lastly against the outstanding principal.

- 10.2 If the Subscription Fee has not been paid in full by the end of the month following the date of the invoice unless otherwise agreed upon, HYBRID shall be entitled to terminate with immediate effect the MYCLOUDFLOW Service which will automatically become unusable. The Customer shall in no way be entitled to claim any damages or compensation for loss of use if the Service becomes unusable for this reason.
- 10.3 The Subscription Fee shall be subject to a yearly revision by HYBRID. HYBRID is entitled to an automatic increase of the Subscription Fee of up to a maximum of 5% per annum without prior Customer's consent and effective January 1st of each calendar year. HYBRID shall provide the Customer with three months' written notice in case of an increase in the Subscription Fee by more than 5%. If the Customer does not agree with the new Subscription Fee it may provide HYBRID with a notice of non-renewal.
- 10.3.1 With the exception of force majeure all objections, remarks, protests or disputes related to Customer invoices must be reported by a registered letter containing a clear statement of the reasons for the protest and within 15 days of the date of invoice. After the expiry of the 15 days term, the invoice shall be considered undisputed by the Customer.

Taxes and Expenses

- 10.3.2 Relating to the payments made by the Customer to HYBRID based on the Agreement, value-added tax, duties, levies, and other taxes and governmental charges are borne by the Customer and added to the prices.

- 10.3.3 All payments shall be made without withholding or deduction for or on account of any present or future taxes of whatever nature unless such withholding or deduction is required by law. If withholding or deduction is required by law, the Customer shall pay HYBRID such additional amounts as are necessary in order that the amounts received by HYBRID after such withholding or deduction are equal to the amounts of the payments payable under the Agreement in absence of such withholding or deduction. The Customer shall promptly provide HYBRID with copies of documentation evidencing that it has paid any and all withholding and like taxes in accordance with laws.
- 10.3.4 HYBRID may charge the Customer for travel and accommodation expenses and daily allowances accrued to HYBRID. For travel time, HYBRID's hourly price shall be applied.

11. CONFIDENTIALITY

- 11.1 A Party (i) may not disclose the other Party's Confidential Information to any third party and (ii) may not use the other Party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the Agreement. HYBRID may disclose the Customer's Confidential Information to its subcontractors for the fulfilment of the purpose of the Agreement if the subcontractors have committed to a confidentiality provision substantially similar to herein.
- 11.2 HYBRID may also disclose the Customer's Confidential Information and/or provide access to the Customer Data to authorities who supervise or have otherwise authority over the Customer's operations.
- 11.3 The foregoing confidentiality and non-use obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving Party; (ii) which was in the possession or knowledge of the receiving Party before receipt of the same from the other Party; (iii) which the receiving Party receives from a third party who, in the knowledge of the receiving Party, did not violate a confidentiality obligation when making the disclosure; (iv) which the receiving Party has independently developed without using the other Party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority or court. Unauthorized disclosures of Confidential Information that are caused by security breaches or unintentional leaks or other similar causes are not regarded as a breach of this confidentiality obligation. HYBRID shall have the right to utilize the general expertise, technical knowledge, and skills that its and its subcontractors' personnel have learned in conjunction with the Agreement.

12. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, HYBRID HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTISE.

13. LIMITATION OF LIABILITY

- 13.1 Arising out of or related to the Agreement, HYBRID shall have no liability for any: (i) indirect or consequential damages such as loss of profit, revenue, or savings, or for damages payable to third parties, or (ii) loss or alteration of data or any damages incurred as a result thereof.
- 13.2 HYBRID's aggregate maximum liability arising out of and related to the Agreement and for any and all causes of action that occurred during any calendar year, and including the amounts of possible price returns, price reductions, and service level credits, shall not exceed the amount of the Subscription Fee (without value-added tax and other governmental charges) paid by the Customer to HYBRID in the six month period preceding the event giving rise to HYBRID's liability.
- 13.3 No action, regardless of form, may be brought by the Customer against HYBRID more than three (3) months after the cause of action has arisen.
- 13.4 The limitations of liability shall not apply to damages caused by gross negligence or intentional act.

14. TERM

14.1 Term

- 14.1.1 The initial subscription term to the MYCLOUDFLOW Service procured is specified in the Order Confirmation and shall be at minimum 12 months.
- 14.1.2 Unless the Customer gives written notice of non-renewal at least three (3) months prior to the expiration of the initial term or then-current renewal term, or unless HYBRID gives written notice of non-renewal at least six (6) months prior to the expiration of the initial term or then-current renewal term, the subscription term for the MYCLOUDFLOW Service such shall automatically be renewed for a term of twelve (12) months.

14.2 Termination for Cause

Either Party may terminate the Agreement with immediate effect by giving the other Party a written notice if:

- (i) the other Party commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the other Party to cure the breach; or
- (ii) the other Party is declared bankrupt, placed into liquidation or its financial situation has otherwise materially deteriorated so that it becomes evident that the other Party will not be able to fulfil its obligations under the Agreement.

14.3 Effects of Termination

14.3.1 Prior to the termination of the Agreement on the Customer's written request, HYBRID shall reasonably contribute to the transition of the Customer Data in the possession of HYBRID to the Customer or a third party designated by the Customer. The Customer shall request such transition services from HYBRID in good time prior to the date that the Agreement terminates. Unless otherwise agreed in writing, this obligation to contribute is valid during the term of the Agreement. The Customer shall pay for such transition services according to HYBRID's price list and based upon a statement of work. As a condition for its service HYBRID is entitled to demand that (i) the Customer pays all amounts due to HYBRID, (ii) the Customer provides to HYBRID a guarantee acceptable to HYBRID to guarantee further payments and/or (iii) the Customer pays an advance payment for such service. HYBRID is not obligated to store the Customer Data after the term of the Agreement.

14.3.2 HYBRID may continue to store the Customer Data if required by laws or regulations.

15. MISCELLANEOUS

15.1 Amendment

HYBRID may modify, amend or change the Agreement at any time and provide notice of such changes by posting the modified Terms to its website. Such modified Terms will become effective as to the usage of the MYCLOUDFLOW Service on the latter of its (i) posting to the HYBRID website or (ii) as otherwise set forth in the Agreement. If the Customer objects to the amendment, the Customer may terminate the Agreement by giving HYBRID three (3) months' written notice. Such termination is the Customer's sole and exclusive remedy. If the Customer does not terminate the Agreement as set out herein, the Customer is deemed to have accepted the amendment.

15.2 Notices

HYBRID may provide notices valid to the Customer in the user interface of the MYCLOUDFLOW Service, by email to any email address submitted or notified by the Customer, or in another electronic form. Notices to HYBRID shall be made in written form to HYBRID's official registered address or to the Customer's technical contact notified by HYBRID for such purpose at any time.

15.3 Reference Right

Upon other Party's written permission (such as email), the other Party is entitled to use the other Party as a reference publicly and in marketing.

15.4 Assignment and Subcontractors

The Customer may not assign the Agreement to a third party, without the prior written consent of HYBRID. HYBRID may assign the Agreement or any of its rights based on the Agreement without the consent of the Customer to any third party. HYBRID may subcontract its duties. HYBRID shall be liable for the work of its subcontractors as for work of its own.

15.5 Survival

Upon termination of the Agreement, the provisions relating to title and Intellectual Property Rights, confidentiality, limitations of liability, and this Section "Miscellaneous" shall survive. Also, any other provisions which by their nature or wording contemplate effectiveness beyond the termination of the Agreement shall survive the termination.

15.6 Entire Agreement

15.6.1 The Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, marketing materials, and other communications between the Parties with respect to the subject matter hereof. Parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between Parties. There are no other verbal agreements, representations, warranties undertakings or other agreement between the parties.

- 15.6.2 Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter, or expand the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of HYBRID to object such terms, provisions, or conditions.
- 15.7 **Severability**
- If any provision of the Agreement is found to be contrary to law, the other provisions of the Agreement will remain in force. The invalid provision shall be amended by the Parties, and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.
- 15.8 **Waiver**
- A failure by HYBRID to use any of its rights based on the Agreement shall not be construed as a waiver of such right.
- 15.9 **Force Majeure**
- HYBRID shall not be liable for delays, defects, or damages caused by factors due to an impediment beyond his control, which he cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement, and the consequences of which he could not reasonably have avoided or overcome. Such events of force majeure shall include, without being limited to, natural disasters, breakdown of electricity or networks, security attacks, failures in the Internet or other public networks or data traffic, strikes, and other labor disputes or acts of government. A labor dispute shall be considered a force majeure event also when HYBRID is the target or a party to such an action. The force majeure events suffered by subcontractors are also deemed as force majeure events.
- 15.10 **Headings**
- The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 15.11 **Anti-Corruption and Compliance**
- Customer acknowledges and agrees that it has not received or been Ordered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of HYBRID's employees or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify HYBRID of such violation. Each Party agrees to comply with applicable trade control laws and regulations.
- 15.12 **Governing Law and Dispute Settlement**
- 15.12.1 The Agreement shall be construed in accordance with the laws of HYBRID's contracting legal entity, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.
- 15.12.2 Any dispute, controversy, or claim arising out of or relating to the Agreement, or the breach, termination, or validity thereof, shall be finally settled by the Courts of the registered seat of HYBRID's contracting legal entity.