

General Terms and Conditions of quintly GmbH

These terms and conditions are applicable for contracts concerning the use of quintly. They include the following parts:

Part I – General provisions

Part II – Service Level Agreement

Part III – Data Processing Agreement

The provisions in Parts II and III take precedence over those in Part I to the extent they are conflicting.

Part I – General provisions

1. General matters and conclusion of contract

- 1.1. These General Terms and Conditions are applicable to contracts about the use of quintly and the related services offered by quintly as a company. quintly's offer exclusively aims at professionals within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.
- 1.2. Deviating, contradictory, or supplementary terms and conditions of the Customer are, even in case of quintly's knowledge, not part of the contract, unless quintly and the Customer have expressly consented to their validity. quintly's General Terms and Conditions also apply when quintly provides the service without reservation despite being aware that the Customer has additional or conflicting terms and conditions.
- 1.3. quintly's offer is non-binding and might be subject to change. If the Customer accepts quintly's offer, then in legal terms, he makes quintly an offer to conclude a corresponding contract. The Customer is bound to his offer for a period of two weeks. During this period, quintly can either accept or reject the Customer's offer. quintly accepts the Customer's offer by making quintly available for use, or via written notice.
- 1.4. Any change in the Customer's name, address, or legal form after conclusion of the contract must be notified to quintly without delay. The Customer is not entitled to ask quintly for any invoice correction if the invoice was issued incorrectly due to the Customer's failure to update his data.
- 1.5. As a quality of quintly, only those details are considered as agreed, which are specified in the offer or contract. Any deviating statements, claims or advertisements do not represent any contractual quality descriptions.

2. Delivery of quintly

- 2.1. After the conclusion of the contract, quintly will make quintly available via the internet to the Customer within a reasonable period of time, according to the contract provisions agreed upon. This is normally the case when quintly has notified the Customer by email that his account has been set up.
- 2.2. In providing and operating quintly, quintly uses servers located in the European Union and in the United States of America, unless explicitly agreed otherwise with the Customer.
- 2.3. To be able to use quintly for social media analytics, the Customer must first give quintly the associated accesses to the relevant customer profiles on the social networks, with adequate authorizations, and then maintain these accesses for the term of the contract.
- 2.4. When providing access to quintly, quintly offers an initial onboarding to the Customer's users and access to quintly's knowledge base for the term of the contract. The exact content and duration of this initial training are at quintly's discretion.

3. Use of quintly by the Customer

- 3.1. The Customer receives simple, non-exclusive, non-licensable, non-transferable rights to use quintly within the scope and the term of the respective contract (e.g., number of profiles, number of users).

- 3.2. The Customer is limiting access to quintly to its employees and its governing bodies within the contractual scope agreed upon. Generic email addresses (e.g., info@ or support@) are forbidden, as only individual email addresses can be used as login. Transfer of the usage option to third parties, even associated companies as defined in §§ 15 et seq. German Stock Corporation Act (AktG), is not authorized, unless it has been expressly agreed upon with quintly.
- 3.3. Each party must take the necessary actions to protect usernames and passwords from becoming known to unauthorized third parties. The Parties shall inform each other in case of any usernames and/or password leak suspicion to unauthorized third parties. In this case, the user accounts must be secured immediately by the party that has discovered it by changing the access data. If done by quintly, the Customer will be informed accordingly. The Customer shall immediately delete or change the access data of former users.
- 3.4. The Customer may not use quintly violating the applicable terms of use of connected services (e.g., terms of use of Facebook, LinkedIn, WhatsApp, Twitter, Instagram, etc.), of third-party rights, or for illegal purposes. In particular, the Customer must refrain from any use that could result in quintly being accused of breaching the applicable terms of use of connected services, violating applicable laws, or infringing third-party rights. The Customer must indemnify quintly for all associated claims by third parties, including all associated costs of legal examination and representation.
- 3.5. If the Customer breaches the provisions in Section 3.4, quintly may block to the necessary extent his access or the access of the Customer's users to quintly or the corresponding services or data if in our discretion this can remedy or minimize the breach. quintly will then notify the Customer by email to the email-addresses provided in the customer account and ask for resolution in a reasonable period of time. If not sufficient to stop the breach, quintly may at its discretion delete data if the deletion does not violate the data processing agreement signed with the Customer.
- 3.6. If the customer continues to breach or repeatedly breaches the provisions of Section 3.4 despite quintly's warning, quintly may terminate the contract with the Customer without notice. quintly is also entitled to terminate the contract with the Customer without notice if a one-time breach of Section 3.4 was so critical that quintly cannot reasonably be expected to collaborate with the Customer any further.
- 3.7. All customer-related platform data stored for the customer in quintly, including profiles insights, post-performance data, feed data, etc., are available for a maximum of one year after the respective time of initial storage.

4. Modification of ordered services by the customer

- 4.1. The Customer may at any time expand the existing contract with quintly by ordering additional services. The contract will be expanded accordingly for the current fixed term and the fee due for the additional services will be invoiced pro-rata.
- 4.2. The Customer can only reduce the services that quintly can provide individually (e.g., add-ons, profiles, user licenses). As a partial termination the reduction needs to comply with the termination provisions of the contract.

5. Special provisions for a free test version (trial)

- 5.1. As far as we provide the Customer with a free test version of quintly, the following subsections apply, which, in case of contradictions, take precedence over the other provisions of these terms and conditions.
- 5.2. The free test version is provided to the Customer as it is for testing purposes. quintly does its best efforts to operate free test versions with the same care as for paying clients but cannot make any further commitments. In particular, quintly is not committed to provide a specific scope of features or to ensure full availability and error-free usage during the test period.
- 5.3. The free test version may be used only for those purposes under which defects in the service, the failure of our service, and the loss of data do not cause any damage for the Customer or third parties.
- 5.4. quintly's liability is limited to intent and gross negligence.
- 5.5. Each Party is entitled to terminate the free test version at any time unless a minimum term was agreed upon.

6. Remuneration and invoicing

- 6.1. quintly will invoice the fees agreed upon with the Customer at the time of the conclusion of the contract for the agreed contract term at the start of the respective term. The fees constitute consideration for the fixed contract term the Customer enters into with quintly.
- 6.2. All prices indicated by quintly are meant net (without taxes) and in Euro (€) or US dollars (\$), unless agreed otherwise.
- 6.3. Customers for whom the VAT is charged as per the reverse charge method, must notify quintly of their VAT ID within one week upon conclusion of the contract, otherwise quintly is authorized to charge German VAT. The Customer has no claim to a retroactive correction of corresponding invoices.
- 6.4. Notwithstanding a provision of the Customer to the contrary, quintly is entitled to offset payments first against older debts of the Customer. If quintly has claims for reimbursement of costs or for interest, quintly is entitled to offset the payment first against the costs, then against the interest, and finally against the principal service. quintly shall inform the Customer of any settlement that deviates from the specifications provided by the Customer.
- 6.5. If the Customer is late in payment, quintly is entitled to charge a lump sum once for each invoice, as per § 288 Sec. 5 German Civil Code (BGB). The right to ask for additional damages related to payment default remains unaffected.
- 6.6. Invoices are issued in digital form and sent by email. Invoices are due for payment within 14 days.

7. Term and termination

- 7.1. The contract is concluded for the fixed term chosen by the Customer when placing his order. Prior to the end of the fixed term, the contract may only be terminated for good cause. Otherwise, termination is possible with a notice of three (3) months before the end of the respective contract term. Without notice, the contract shall extend automatically for successive periods of one year each.
- 7.2. The previous article does not affect the right of termination for good cause. In particular, the following cases are considered as such good causes if they are applicable to the other party:
 - the violation of essential contractual obligations by the other party, if this violation is not stopped despite warning and setting of a reasonable deadline, with reference to the right of termination. If the violation is unacceptable, a warning and the setting of a deadline are not required;
 - the refusal to start an insolvency process for lack of assets;
 - the opening of a legal liquidation procedure.
- 7.3. quintly is entitled to terminate the contract without notice in the following cases:
 - if the Customer is in payment default, for all or a not insubstantial part of the remuneration, for two consecutive payments
 - if the Customer is in payment default, for an amount that exceeds two months of the agreed remuneration, in a period that stretches beyond two payment dates.
- 7.4. If the Customer is unable to use quintly in accordance with the contract provisions, the Customer may only terminate the contract if quintly has been allowed to correct the defect within a reasonable period of time and failed to do so.

8. Future development of quintly

- 8.1. With quintly, the Customer does not acquire a static product. Rather, quintly is developing quintly further to provide new features and offers for quintly to be more attractive and secure. The scope of features of quintly are therefore subject to change. If changes result in the removal or significant reduction of existing essential functions, quintly will notify the Customer of these changes within a reasonable period of time at the email addresses provided in the customer account.
- 8.2. If the Customer cannot be reasonably accepted to accept the changes to quintly, the Customer shall be entitled to a special right of termination with a notice period of two weeks. The period of notice shall start on the day the Customer discovers such a change. This special right of termination does not apply for beta tests. For these beta features, quintly always has the right to not offer these at all or to continue to offer these only in a modified form.

- 8.3. The Customer shall be entitled to make any suggestions for improvement. In this case, the Customer grants quintly all rights necessary for the implementation and use of these improvements without charge.

9. Failure to meet principal service obligations

- 9.1. If quintly is in default with the initial delivery of quintly, the Customer is entitled to revoke the contract, if the Customer has specified, without result, an additional period for performance or cure, i.e. if quintly failed to provide the agreed features of quintly for the first time within such additional period.
- 9.2. If quintly fails to comply with all or parts of its obligations after the first delivery of quintly, or if the agreed availability of quintly is not reached during one contractual month, the provisions of the Service Level Agreement are applicable.
- 9.3. It is quintly's duty to demonstrate its absence of responsibility in case of late delivery or failure to meet the agreed availability. If the Customer has not reported the lack of availability of quintly, the Customer shall be responsible for proving that quintly was aware of it.

10. Claims for defects

- 10.1. In case of defects in the service, the Customer shall be entitled to his statutory rights. quintly shall decide whether to remedy the defect by rectification or new delivery.
- 10.2. quintly's strict liability for compensation of damages (section 536a German Civil Code) for defects that existed at the time of contract conclusion is excluded unless the matter concerns a quality assured by quintly (guarantee, section 276 Sec. 1 German Civil Code).
- 10.3. A prescription period of one year is agreed upon for claims for defects. This period does not apply to claims for compensation of damages due to the breach of claims for defects; in this regard, the provisions concerning liability are applicable.
- 10.4. If the Customer reports a defect and quintly's intervention shows that there is none, the Customer shall refund quintly for the costs incurred. Such costs shall be calculated on the basis of the hourly rate agreed upon, or in the absence of an agreement, on the basis of reasonable hourly rates. This clause shall not apply if the non-existence of the defect was not recognizable to the Customer when applying the care and knowledge to be expected of him.
- 10.5. For features, services, software or other offers that are explicitly provided as a beta-version, any claims for defects are excluded, unless quintly can be accused of intentional misconduct. The essence of such beta-versions is that they are unfinished and may have defects. Such defects can lead to loss of data or functionality of quintly. The Customer shall therefore only use a beta version if the presence of such defects is not prejudicial to the Customer and cannot cause damages for which the Customer would like to hold quintly or third parties liable.
- 10.6. The Customer shall notify quintly without delay if quintly Services are affected by a defect. If because of the failure or delay of notification quintly was unable to remedy the situation, the Customer is not entitled
- to reduce all or parts of the agreed remuneration for the corresponding period,
 - to demand compensation of the damage caused by the defect,
 - or to exceptionally terminate the contract without a notice period.

The Customer must demonstrate that he was not responsible for failure of notification.

11. Liability

- 11.1. Liability for intent and gross negligence is unlimited.
- 11.2. In case of a breach of material contractual obligations because of simple negligence, liability is limited regarding the amount to foreseeable damages typical for the contract. Material contractual obligations mean those whose fulfillment is essential for proper performance of the contract and on whose compliance the damaged party normally relies. The prescription period for claims under this subsection is one year.
- 11.3. The liability of quintly under Section 11.2 is limited to the annual remuneration paid by the Customer.

11.4. Section 11.2 does not apply to claims resulting from bodily injury, damage to health or loss of life, in the case of fraudulent acts, in the case of assumption of a guarantee, in the case of liability for initial inability or culpable impossibility, or to claims under the German Product Liability Act (Produkthaftungsgesetz).

11.5. Any other liability is excluded, whatever the legal reason.

12. Exemption from liability

12.1. If on account of an act or omission by the Customer in breach of the contract, third parties allege in connection with this contract to have claims against quintly, one of quintly's governing bodies, or one of its employees, the Customer undertakes to indemnify quintly against such claims and any damages and costs resulting from them. The claim to exemption also covers reasonable costs for review and defense of the alleged claims by an attorney.

12.2. quintly will notify the Customer without delay if third parties assert corresponding claims and give the Customer the opportunity to participate in the defense of the claims.

12.3. Any further statutory claims for damages against the Customer shall remain unaffected by the above provisions.

13. Data protection

13.1. The data processing agreement (DPA) concluded separately with the Customer pursuant to Article 28 GDPR applies to the processing of personal data by the Customer using quintly.

13.2. In all other respects, quintly undertakes to process the personal data provided by the Customer for contract performance and which are not subject to commissioned data processing, in accordance with the applicable data protection laws.

14. Set-off and assignment

14.1. A contracting party is only entitled to exercise a right of retention or to set-off to the extent that the underlying counterclaim has been legally established or is not disputed.

14.2. The assignment of rights and obligations under this contract or of the contract as a whole to a third party is allowed only with the prior consent of the other contracting party. Consent may not be refused unreasonably.

15. Force majeure

15.1. Each party is temporarily released from its obligations to perform if force majeure prevents the party from providing the services due. This also applies when the party is already in default.

15.2. Force majeure includes corresponding events as defined by § 206 German Civil Code, as well as any other unusual and unforeseeable event, if the party claiming it did not cause it, could not have expected it to happen, was beyond its control, could not avoid its consequences despite taking sufficient care, and is restricted in the performance of its duties for these reasons. This is particularly applicable to war, terrorism, riots, pandemics, storms, natural disasters, or inability to provide the service based on governmental decisions.

15.3. The party claiming the existence of force majeure must

- inform the other party without delay by sending a written text specifying the facts and reasons of the event;
- take all actions that a diligent and prudent professional should take, in order to be able to resume full performance of its obligations without delay;
- take reasonable efforts to minimize negative effects on the contract fulfillment.

16. Customer reference

The Customer agrees that quintly may use its logo and brand name in an appropriate manner for advertising purposes without restriction.

17. Final provisions

- 17.1. This contract contains all agreements between quintly and the Customer related to the subject of the contract. Any deviating side agreements and previous agreements concerning the subject of the contract become ineffective.
- 17.2. Amendments and additions to this contract require written form unless the law requires a stricter form. The same applies to every waiver of the written-form requirement.
- 17.3. General Terms and Conditions of the Customer are not applicable to this contract. This shall also apply if reference was made to their inclusion in later documents in connection with this contract without objection by quintly.
- 17.4. If any provision of this contract is or becomes void, invalid, or unenforceable, either in whole or in parts, or if it is found that the contract does not contain a provision that is in principle essential, the validity and enforceability of all other provisions shall not be affected.
- 17.5. The contract is only subject to the law of the Federal Republic of Germany. The international private law is not applicable, to the extent it can be waived.
- 17.6. The sole place of jurisdiction for all disputes in connection with this contract is Hamburg. quintly is authorized to make a claim against the Customer at one of its statutory places of jurisdiction.
- 17.7. The Terms and Conditions are provided in German. If quintly has provided the Customer with a translation of the German language version of the Terms and Conditions, the Customer agrees that the translation is provided only for his convenience, and that the German language version of the Terms and Conditions will govern his relationship with quintly. If there is any contradiction between what the German language version of the Terms says and what a translation says, then the German language version shall take precedence.
- 17.8. quintly may have subsidiaries and affiliated legal entities in other countries. At times, these companies or their employees may serve as contact points with respect to the Services provided to the Customer. Even where quintly's subsidiaries or affiliates are the Customer's primary contact points, quintly GmbH remains the only contractual partner of the Customer.

Part II – Service Level Agreement

If the Customer does not use quintly within the scope of a free license, the following Service Level Agreement is applicable to the use of quintly. The Service Level Agreement does not apply to services provided by third parties even if bundled with quintly.

1. quintly shall do its best efforts to ensure an availability of quintly of 99% per calendar month at the handover point (interface to the internet interface in the data center in which quintly is operated by quintly).
2. Availability exists if quintly can be used in conformity with the contract and with reasonable response times at the handover point. quintly will publish quintly availability issues on its status page.
3. quintly is also available in case of
 - 3.1. scheduled unavailability on weekends and national holidays (Germany) between 5:00 a.m. and 10:00 a.m. CET, and during any other period announced with at least a 24 hours notice;
 - 3.2. unavailability related to the correction of issues that threatens significantly the secure operation of quintly, that could result in an infringement of the GDPR provisions, or that put IT security at risk to more than an insubstantial extent. In such a case, quintly will announce the unavailability if possible, and with reasonable notice.
4. Notifications of the Customer pursuant to subsection 3 will be published on the quintly status page.
5. Monitoring and calculation of quintly's availability shall be based on figures measured by quintly. The Customer has the right to provide proof of the contrary.
6. If the agreed availability is not reached for reasons for which quintly is responsible, the term of the contract shall be extended by one month free of charge if the unavailability amounts to less than or equal to twenty hours per calendar month. This extension shall be granted in settlement of any claims the Customer may have in this regard. If the unavailability is greater than twenty hours per calendar month, the fee payable by the Customer for the calendar month concerned shall be reduced by 0.25% per hour starting from the twenty-first hour, without exceeding a rate of 5%. Further claims of the Customer in the event of unavailability are excluded.
7. The Customer has one month to claim compensation by email to support@quintly.com. This email must be sent with a statement specifying the parts of the Services that were unavailable and the periods of their unavailability. Within ten working days, quintly will verify the statement using its own protocols and answer the client. If quintly accepts the Customer's claim, quintly will credit the corresponding amount to the Customer on the next invoice or pay the amount at the term of the contract at the latest.
8. quintly shall provide the Customer with chat and email (support@quintly.com) support. This support includes the unlimited use of quintly's Knowledge Base available via the Internet.

The chat and email support are available during the normal standby time, i.e., Monday to Friday from 9 a.m. to 5 p.m. (CET), except on national or regional public holidays (Germany/North Rhine-Westphalia) and on December 24 and 31.

9. Definition of priority levels for customer support:
 - 9.1. Priority Level I: Total outage, quintly is not available/accessible; Customers cannot continue operations.
 - 9.2. Priority Level II: quintly is available/accessible but severely disrupted, e.g. partial system disruption, vital modules not available, basic module features not available; customers can continue current operation only with substantial limitations.
 - 9.3. Priority Level III: quintly is available/accessible but slightly disrupted, e.g. layout errors, minor delays in sending data, isolated data drops; Customers can continue operations with acceptable temporary restrictions.
 - 9.4. Priority Level IV: The services are fully available/accessible, minor problems have occurred; Customers can continue current operation without limitations.

quintly is responsible for determining the level of priority. quintly shall use its reasonable efforts to comply with the response and resolution times set out in the table below, with the understanding that the times shall be counted following the reception of the problem report.

10.

quintly GmbH

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PRIORITY LEVEL	TARGET PROBLEM RESPONSE TIME	TARGET PROBLEM RESOLUTION TIME
I	1 hour	4 hours
II	2 hours	1 business day
III	4 hours	5 business days
IV	1 business day	case by case, coming versions

Indicated times are meant only in normal standby time.

Part III – Data Processing Agreement

1 Subject Matter and Purpose of the Agreement

- 1.1. Quintly will provide the Customer with services relating to the extensive statistical analysis of social media activities of the Customer and third parties of the Customer's choice. To this end Quintly makes available the software as a service (SaaS) cloud platform "quintly." Under the Customer's direction, the quintly software collects, compiles, and analyses data originating from social networks, and provides the results of analyses in various formats to users of the platform or via APIs.
- 1.2. This data processing agreement governs the data protection rights and obligations of the underlying contractual relationship.
- 1.3. In the context of this contractual relationship, the following types of data are affected:
 - Occupational master and contact data (e.g., name, email address, department, role),
 - IT usage data (e.g., IP address, user ID, permissions, login times),
 - Private contact and information data (e.g., name, social media identities), and
 - Data relating to personal or occupational relations or factors (e.g., comments and messages on social media).
- 1.4. The categories of data subjects comprise:
 - Employees of the Customer,
 - Employees of the Customer's service providers, e.g., social media agencies, and
 - Users of the Customer's social media properties.

2 Definitions

- 2.1. The terms used in this Data Processing Agreement (in particular, "personal data," "special types of personal data," "controller," "data subject," "recipient," "third party," "pseudonymize," "collect," "process," and "use") correspond to the legal definitions of Regulation 2016/679 of the European Union, commonly known as General Data Protection Regulation or GDPR.
- 2.2. For the processing under this agreement, *the Customer acts as controller* and *Quintly acts as processor*.

3 Rights and Obligations of the Customer

- 3.1. The Customer alone is responsible for the assessment of the admissibility of data processing pursuant to Art. 6 (1) GDPR as well as for the protection of the rights of data subjects pursuant to Chapter III GDPR.
- 3.2. The Customer has the right to issue instructions on the type, scope, and procedure of the data processing. Verbal instructions must be confirmed in writing immediately. Changes to the processing subject and procedural changes by way of instruction must be agreed by both parties, and Quintly may charge the Customer for the execution of the instruction unless the instruction is necessary to prevent violations of statute by Quintly.
- 3.3. The Customer will name in writing the representatives authorized to issue instructions to Quintly. The Customer's instructions are to be directed at authorized employees of Quintly's account management department; instructions are to be communicated to authorized employees following the procedure from the Service Level Agreement concerning the communication of compensation claims.
- 3.4. The Customer will immediately inform Quintly about all errors, irregularities, or deficiencies regarding data protection regulations the Customer detects when inspecting order results.
- 3.5. The Customer will support Quintly's efforts to create and maintain a record of processing activities in accordance with Article 30(2) GDPR.
- 3.6. At the end of contract or earlier, the Customer shall make a decision regarding the return or deletion of processed data. If Quintly receives no communication concerning such a decision, this will be interpreted as a decision for deletion.
- 3.7. The Customer shall ensure that the Customer's requests for assistance by Quintly are not overly burdensome. This includes that the Customer will not request any information the Customer is aware of at the time of the request, merely for the purpose of obtaining that information in a specific format.

4 Quintly's Rights and Obligations

- 4.1. Quintly processes personal data exclusively within the framework of the agreements made and according to the Customer's instructions. Quintly shall not use the data provided for data processing for any other purpose. Copies or duplicates, with the exception of backups, are not created without the Customer's knowledge.
- 4.2. Quintly assures processing as set out in the Contract and compliance with all agreed measures appertaining to the commissioned processing of personal data. Quintly also assures that the processed data will be separated from other data.
- 4.3. Quintly does not delete data automatically, but only based on the instructions of the Customer or after termination of the agreement. If the Customer does not decide on return or deletion of processed personal data, all such data, including all copies thereof, shall be deleted by Quintly within one month of contract termination, after which Quintly shall merely retain backups of the data that are to be

deleted irretrievably within three months. Quintly shall provide documentation of the deletion of data upon contract termination to the Customer.

- 4.4. Documentation serving as evidence for correct data processing in accordance with this agreement shall be retained by Quintly for the respective retention periods beyond expiration of this agreement unless the Customer has provided other instructions.
- 4.5. Quintly confirms that it has appointed a data protection officer. Quintly will inform the Customer about changes concerning the data protection officer without undue delay.
- 4.6. Quintly undertakes to maintain data confidentiality while processing the Customer's personal data and to only process data within the scope of the legally permitted purposes as set out in the underlying contract. Quintly undertakes to familiarize the employees that are involved in the execution of the work with data protection regulation that is relevant to them and to obligate them in writing to data confidentiality.
- 4.7. Quintly confirms that the relevant data protection regulation is known and that compliance with such regulation is monitored.
- 4.8. Quintly does not provide information to data subjects or third parties with the prior written consent of the Customer unless Quintly is legally obliged to provide information.
- 4.9. Quintly will support the Customer's efforts to create and maintain a record of processing activities in accordance with Article 30(1) GDPR to reasonable extent.
- 4.10. Quintly shall correct, delete, or restrict the processing of personal data processed under this agreement if the Customer requests this by way of instruction conditioned that Quintly's legitimate interests do not conflict with this instruction.
- 4.11. Quintly documents the Customer's instructions and makes them available to the Customer upon request.
- 4.12. Quintly shall inform the Customer immediately if, in Quintly's opinion, an instruction issued by the Customer is in violation of statutory provisions. Execution of such an instruction can be suspended until it is changed, or the Customer confirms it in writing.
- 4.13. Quintly assists the Customer in his duties pursuant to Articles 32-36 GDPR, especially by providing relevant information.
- 4.14. Quintly shall observe the principles of proper data processing. Quintly ensures compliance with contractually agreed and legally prescribed data security measures. Quintly shall immediately inform the Customer if any security measures taken by Quintly do not meet the requirements of the Customer. The same applies to disruptions and suspected data breaches or irregularities in the processing of personal data.
- 4.15. Pursuant to Article 32 GDPR, Quintly implements technical and organizational measures to ensure the security of processing of personal data. The measures laid down in Annex II (Technical and Organizational Measures) to this agreement are to be interpreted as a contractually agreed minimum standard for the measures Quintly must implement. Quintly's implemented measures and the agreed measures must be reviewed regularly and must be adjusted where necessary to ensure Quintly's measures comply with the state of the art. Quintly shall inform the Customer about any substantial changes to agreed measures.
- 4.16. Quintly shall inform the Customer immediately if the Customer's data is endangered by reassignment or seizure, by a bankruptcy or settlement procedure or by other events or measures of third parties. Quintly will promptly inform all relevant third parties about the facts that the data comprises personal data for which the Customer is the controller, and that Quintly merely acts as processor.

5 Data subject inquiries to the Customer or Quintly

- 5.1. Quintly assists the Customer with the Customer's obligations to respond to requests for exercising data subject's rights laid down in Chapter III GDPR, especially by providing information and through relevant technical and organizational measures.
- 5.2. Quintly is obligated to forward all requests by data subjects to the Customer without undue delay, provided such requests identifiably relate to the processing under this agreement.

6 Control rights

- 6.1. Quintly agrees that the Customer is entitled to inspect compliance with data protection regulation and contractual agreements to the required extent at any time, in particular by obtaining information and viewing the stored data and data processing programs.
- 6.2. For this purpose, the Customer or an inspector to be nominated by the Customer may, after appropriate prior appointment, except where prior appointment endangers the purpose of the inspection, conduct, without unduly disturbing Quintly's operations, an inspection at Quintly's premises during normal business hours to verify the adequacy of measures taken to ensure adequacy of implementation of agreed technical and organizational measures pursuant to data protection regulation relevant for the processing of data under this agreement.
- 6.3. Inspectors nominated by the Customer must not be direct competitors of Quintly.
- 6.4. Quintly undertakes to provide the Customer with all information required to carry out comprehensive contract control within a reasonable period upon written request.

7 Sub-processors

- 7.1. Quintly has the Customer's general authorization for the engagement of sub-processors, i.e., cooperating companies and technical service providers, to provide the contractually agreed services.
- 7.2. The Customer hereby consents to the use of the sub-processors listed in Annex I (Sub-processors).

- 7.3. Where Quintly engages sub-processors, Quintly shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on Quintly in accordance with this agreement. Quintly shall ensure that the sub-processor complies with the obligations to which Quintly is subject pursuant to this agreement.
- 7.4. Quintly shall inform the Customer of any intended changes to the list of sub-processors through addition or replacement at least 60 days in advance, thereby giving the Customer sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). If the Customer objects, such objection must be made within 30 days of being informed about the intended change. Quintly shall provide the Customer with the information necessary to enable the controller to exercise the right to object. The Customer may only object on factual grounds.
- 7.5. If the Customer objects, Quintly must not implement the intended change. Upon objection, Quintly is entitled to terminate this agreement with three months' notice.

8 International Transfers

- 8.1. Any transfer of personal data to a third country or an international organisation by Quintly shall be done only on the basis of documented instructions from the Customer or in order to fulfil a specific requirement under a European Union or German law and shall take place in compliance with Chapter V GDPR.
- 8.2. The Customer agrees that where the processor engages a sub-processor in accordance with Section 7 for carrying out processing activities and those processing activities involve a transfer of personal data within the meaning of Chapter V GDPR, Quintly and the sub-processor can ensure compliance with Chapter V GDPR by using standard contractual clauses adopted by the European Commission in accordance with Article 46(2) GDPR, provided the conditions for the use of those standard contractual clauses are met.

9 Notification of personal data breach

- 9.1. Quintly shall notify the Customer of any actual or suspected personal data protection breaches concerning personal data processed by Quintly for the Customer without undue delay after Quintly becomes aware of it. Quintly's notification to the Customer shall contain, at least
 - a description of the nature of the breach, including, where possible, the categories and approximate number of data subjects and data records concerned;
 - the details of a contact point where more information concerning the personal data breach can be obtained;
 - the breach's likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.
- 9.2. Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and shall, as it becomes available, subsequently be provided without undue delay.

10 Duration of the Agreement

- 10.1. The duration of this agreement is the actual duration of the agreed processing.
- 10.2. The Customer and Quintly may terminate this agreement only with good cause, except where allowed by this agreement or dictated by statutory requirements.
- 10.3. The Customer has good cause to terminate this agreement without prior notice if
 - Quintly is in substantial or persistent breach of this agreement;
 - Quintly denies the Customer or a competent supervisory authority access to Quintly's premises if such access is required to carry out an inspection;
 - Quintly fails to comply with a binding decision of a competent court or a competent supervisory authority regarding Quintly's obligations under this agreement or GDPR.
- 10.4. Quintly has good cause to terminate this agreement without prior notice if
 - Quintly has informed the Customer that an instruction issued by the Customer is in violation of statutory provisions in accordance with Section 4, and the Customer insists on compliance with such an instruction.
- 10.5. Premature termination of this agreement results in termination of the underlying contract.

11 Miscellaneous

- 11.1. Changes and additions to this Contract require an agreement in the same form and the express indication that it is an amendment or supplement to these conditions. This also applies to the waiver of this form requirement.
- 11.2. Where this agreement requires communication or exchange of information to be in writing, this requirement can be satisfied by electronic formats.
- 11.3. The law of the Federal Republic of Germany is to be applied to this contract. The language of the proceedings is German. Place of jurisdiction, as far as legally permissible, is Hamburg.
- 11.4. Quintly has no right of lien concerning the personal data processed under this agreement or relevant data carriers owned by the Customer.

11.5. Should a provision of this agreement be or become ineffective or unenforceable, this shall not affect the validity of the remainder of this agreement, to the exclusion of § 139 BGB. This should not cause a reversal of the burden of proof, but § 139 BGB is expressly waived. In place of the ineffective or unenforceable provision or to fill in any gaps, an appropriate provision should apply, which, as far as legally possible, comes closest to what the contracting parties had intended under the terms of this agreement.

— Annexes: —

Annex I: Sub-processors

Annex II: Technical and Organizational Measures

Annex I to the Data Processing Agreement

Sub-processors

Name / company, address	Content of the order	Scope of data processing	International Transfers
Amazon Web Services, Inc. 410 Terry Avenue North, Seattle, WA 98109-5210, USA	Provisioning and maintenance of the technical infrastructure for the service.	Hosting Partner: processes all data Contractor processes for Customer.	Yes, target jurisdiction: United States of America Transfer mechanism: standard contractual clauses

Annex II to the Data Processing Agreement

Technical and Organizational Measures

Last updated: October 1, 2022

Quintly takes its responsibility seriously and therefore has implemented a variety of technical and organizational measures to protect and secure personal data as best as possible. Our measures are aligned with Article 32 GDPR and are listed below.

Quintly's contact information are:

quintly GmbH
Rüggeberger Straße 94, 58256 Ennepetal, Germany

Telephone: +49 221 37 05 00 04
Email: info@quintly.com

Managing director: Daniel Oliver Augsten
Hagen magistrates' court, HRB 11599, Germany

Data protection officer: dataprivacy@quintly.com

Measures for Confidentiality

Physical access control

Measures that physically deny unauthorized persons access to IT systems and data processing equipment used to process personal data, as well as to confidential files and data storage media:

- Card-based personalized access control system in data center
- Chip-based access control system in offices
- Authorization concept
- Careful personnel selection

Logical access control

Measures that prevent unauthorized persons from processing or using data which is protected by data privacy laws:

- Password policy, incl. rules concerning complexity, single-sign-on (SSO), 2-factor authentication, automatic locking of user accounts after failed login attempts
- Workplace policy, incl. rules concerning automatic password-protected screen lock after inactivity, clean desk provisions, clear screen provisions
- Internal data protection policy
- Authorization concept
- Hard drive encryption

Data access control

Measures that ensure that persons authorized to use data processing systems can only access personal data according to their access rights, so that data cannot be read, copied, changed, or removed without authorization during processing, use and storage:

- Authorization concept
- Access control lists
- Logging
- Privacy screens for mobile work

Isolation and separation

Measures that ensure that data collected for different purposes is processed separately and separated from other data and systems in such a way as to preclude the unplanned use of such data for other purposes:

- Authorization concept
- Separation of test and production systems

- Separation of core database systems
- Logical separation of clients via purpose attributes and access control lists

Pseudonymization

Measures that reduce direct references to persons during processing in such a way that it is only possible to associate data with a specific person if additional information is included. The additional information must be kept separately from the pseudonym by appropriate technical and organizational measures:

- Use of internal unique identifiers

Measures for integrity

Data integrity

Measures that ensure that stored personal data cannot be corrupted through the malfunctioning of a system:

- Installing new releases and patches with release/patch management
- Function test during installation and implementation of releases/patches by IT department
- Logging

Transport and transfer control

Measures that ensure that it is possible to establish the bodies to which personal data has been transmitted and that ensure the confidentiality and integrity of data during transfers of personal data or during transportation of data media:

- Logging
- Use of secured connections (HTTPS, TLS 1.2, TLS 1.3)
- Transfer of data via encrypted data networks or tunnel connections (VPN)
- No use of physical transportable storage (e.g., external hard drives, USB storage)

Input control

Measures that ensure that it is subsequently possible to verify and establish whether and by whom personal data has been input into data processing systems and/or has been modified or removed:

- Logging
- Versioning

Measures for availability and resilience

Availability control

Measures that ensure that personal data is protected against accidental destruction or loss:

- Backup and recovery concept
- Off-site backups
- Use of uninterruptible power supply
- If possible, deployment of disk mirroring and redundancy in the technical systems

Quick recovery

Measures that ensure the ability to quickly restore the availability of and access to personal data in the event of a physical or technical incident:

- Backup and recovery concept
- Redundant data storage
- Hosting via IaaS/PaaS Cloud provider

Reliability

Measures that ensure that functions of the system perform and that the appearance of faults in the functions is reported:

- Automatic monitoring with notification
- Emergency plans
- Regular test for data recovery
- Measures for the regular evaluation of the security of data processing

Review procedure

Measures that ensure that data is processed securely and in compliance with data protection regulations:

- External data protection officer
- Information security policy, data protection policy
- Audits by IT Revision and DPO
- Regular review of all data privacy agreements with sub-processors