

Solutions Schedule

When incorporated by reference, the terms set forth in this Solutions Schedule shall specify and govern the provision of the Solutions from the Provider entity to the Customer entity, each as set out in an applicable Order Form (“**Provider**” and “**Customer**”, each also referred to as a “**Party**” and collectively as the “**Parties**”) as of the Effective Date and form an integral part of the terms agreed between Provider and Customer (the “**Agreement**”)

Now therefore, the Parties agree as follows:

1. Definitions

Any capitalized terms not otherwise defined in the Agreement have the meanings set out below. Any reference to the singular includes a reference to the plural and vice versa, unless expressly otherwise provided in this Agreement, and any reference to the masculine includes a reference to the feminine and vice versa, and (unless the context clearly indicates the contrary) the words “including” and “in particular” shall be deemed to be followed by the words “without limitation”. Unless defined otherwise by the Parties in any part of the Agreement that takes precedence over this Schedule, any defined term shall have the given meaning for the purposes of the Agreement.

Account	Means the Customer's instance within the Productsup Platform, that Customer and its Authorized Users may use to access, manage and administer their use of the Productsup Platform.
Applicable Data Protection Laws	Means all applicable state and federal statutory and regulatory requirements regarding privacy and the protection of “personal data” or “personally identifiable information” (as defined by such laws) as amended from time to time or any other applicable similar laws relating to the protection of personal data in other jurisdictions, including, as applicable, the General Data Protection Regulation (EU) 2016/679 (and as implemented under applicable national law) and any other applicable data protection laws and regulations
Authorized Users	Those employees, agents and independent contractors of Customer who are authorized by Customer to access and use the Services under Customer's Account
Customer Data	The (i) data and information provided by Customer to Provider and/or imported, inputted, uploaded and/or shared by Customer, Authorized Users or Provider on Customer's behalf, for the purpose of using the Solutions or facilitating Customer's use of the Solutions; or (ii) data collected and processed by or for Customer through Customer's use of the Solutions, but excluding Provider Data. For the avoidance of doubt, any data processed and exported using the Solutions shall be considered Customer Data.
Documentation	Has the meaning given in section 2.6 of this Solutions Schedule.
Intellectual Property Rights	Intellectual property rights including without limitation rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights
Productsup Platform	Has the meaning given in section 2.3 of this Solutions Schedule.
Product and Account Support	Has the meaning given in section 2.4 of this Solutions Schedule.

Provider Data	Any information or data provided by Provider to Customer as part of the Services, for the avoidance of doubt excluding any Customer Data processed by Provider and/or exported from the Productsup Platform
Solutions	Has the meaning given in section 2.2 of this Solutions Schedule.

2. Solutions

- 2.1 The Solutions set out under this Agreement are the software services provided by or on behalf of the Productsup Group ("**Productsup**") to its customers and/or authorized partners, in each case as further defined in this Agreement. They may be provided to Customer by any Affiliate of Productsup or by an authorized partner. The relevant Provider entity will be set out in an applicable Order Form.
- 2.2 **Solutions:** collectively means the (i) Productsup Platform, (ii) all Productsup Products, Features, and Functions, (iii) the Documentation, and (iii) the Productsup Product and Account Support, together the "**Productsup Platform Solutions**" - each as further described in the Productsup Platform Description, available via <https://www.productsup.com/legal/> and as set out in the Agreement.
- 2.3 **Productsup Platform:** means the Productsup web-environment upon which the Productsup cloud software Solutions, Products, Features, and Functions that are described in the Productsup Platform Description, as updated from time to time and available via <https://www.productsup.com/legal/>, are made available to Customer. Customer may access the Productsup Platform via the Customer's Account. The Productsup Platform may be accessed, controlled, and managed by the Customer or its Authorized Users to process Customer Data in the contractually agreed Scope. The scope and functionalities of the Productsup Platform and its relevant licensing modules are further described in the Productsup Platform Description, available via <https://www.productsup.com/legal/>.
- 2.4 **Product and Account Support:** means the support services provided by Productsup to Customer for the Productsup Platform (i) in the event of malfunctions of the Productsup Platform and (ii) regarding Customer's functional issues or questions about the Productsup Platform. Unless expressly agreed by the parties in writing, Product and Account Support is provided exclusively subject to the further specifications and the service levels set out for the provision of Product and Account Support in the Product and Account Support Schedule, available via <https://www.productsup.com/legal/>.
- 2.5 **Documentation: means together (1)** the then current document(s) and other relevant information, made available to Customer by Provider or on Provider's behalf, which set out a description of the relevant Solutions and the user instructions for the relevant Solutions, as updated from time to time; and (2) Productsup Platform Solutions Description and the Productsup Professional Services Description, available under <https://www.productsup.com/legal/>, as updated from time to time.

3. Service Levels

3.1 System Availability of the Productsup Platform

The Productsup Platform shall be available to Customer in accordance with the System Availability Service Level Agreement Schedule, available via <https://www.productsup.com/legal/>.

3.2 Product and Account Support

The Productsup Platform's Product and Account Support shall be provided in accordance with the Product and Account Support Service Level Agreement - Processing times for Client Incidents Schedule, available via <https://www.productsup.com/legal/>.

4. Information Security and Data Hosting

- 4.1 The Solutions are hosted on third party server infrastructure located in Germany and other member states of the EEA. A list of such third-party hosting providers in respect of the relevant Solution shall be provided upon Customer's request.
- 4.2 To safeguard the integrity of and the Customer Data processed via the Productsup Platform and Solutions, Productsup maintains commercially reasonable technical and organizational measures in compliance with the internationally accepted ISO 27001:2013 information security standard framework, designed: (a) to secure its systems from unauthorized disclosure, access or alteration, and (b) to protect against unlawful destruction or accidental loss, as further described in the Information Security Policy available under <https://www.productsup.com/legal/> in its then current form, as amended from time to time.
- 4.3 Except for the login credentials of Customer's Authorized Users, the Productsup Platform Solutions can be operated without processing any personal data. Should certain Productsup Platform Solutions, by exception, process any personal data and such personal data pertain to citizens of the European Union, Customer and Provider shall enter into a separate data processing agreement subject to Art. 28 of the General Data Protection Regulation (GDPR).

5. Use of the Solutions

The use of Solutions is subject to Provider's Acceptable Use Policy Schedule which is incorporated by reference into this Agreement and available under <https://www.productsup.com/legal/>

6. Overage Use Fees

- 6.1 In any month during the applicable Subscription Term that the Services used by Customer exceed the agreed quantities as set out in the applicable Order Form, Customer shall pay additional Fees for the excess use as indicated in the applicable Order Form and in the Productsup Platform Description incorporated into this Agreement, and available under <https://www.productsup.com/legal/>. These Fees will be charged as incidental charges on a monthly base.

7. Intellectual Property Rights and License Grant, Use Rights

- 7.1 Customer acknowledges that Provider and its licensors and suppliers shall own all Intellectual Property Rights in the Solutions, all related source code, Provider Data, Documentation and any enhancements or feedback thereto. Except as expressly stated herein, the Agreement does not grant Customer any applicable Intellectual Property Rights or any other rights or licenses.
- 7.2 Subject to Customer's payment of the agreed fees and compliance with the and conditions of the Agreement, Provider grants Customer, throughout the term of any applicable Order Form, a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable license, solely for Customer's internal business operations, to access and use the Solutions via its Account in accordance with the Scope throughout the agreed subscription term.

- 7.3 Provider reserves its right to change the Solutions through Updates to adapt the Solutions to the state of the art for similar services, or to optimize them. For the avoidance of doubt, Provider is not obliged to provide any Updates except as part of Provider's obligation to provide Product and Account Support.
- 7.4 Customer shall own all right, title and interest in and to all the Customer Data. For the avoidance of doubt, insofar as the Solutions are used by Customer to process, transform and/or create derivative works of Customer Data, Customer shall own all right, title and interest in and to all such Customer Data. Nothing in this Agreement shall be construed to grant Provider any rights in any Customer Data, except for the limited rights set out set out in this section.
- 7.5 Customer grants Provider a limited, non-exclusive, royalty-free, worldwide, license to use Customer Data (i) in connection with the provision of the Solutions or Services as required to perform its obligations under the Agreement and in the agreed Scope; and (ii) for the purposes of improving and/or developing the Services.
- 7.6 Customer further acknowledges and agrees that Provider may obtain, generate, and use anonymized and aggregated data in connection with Customer's use of the Solutions and that Provider may use such data at any time to develop, analyze, improve, support, operate and provide the Solutions or other services.
- 7.7 Provider shall follow industry standard archiving and back-up procedures for Customer Data, as set out in Provider's Data Backup Policy and Provider's Data Retention Policy as provided in sections B and C of the Productsup Platform Solutions Description, available under <https://www.productsup.com/legal/>, which is incorporated into this Agreement and forms an integral part thereof.

8. Use of External Services

Customer, at its sole discretion, may choose to authorize Provider to use certain data from YouTube, Google, Facebook, Instagram, Twitter, and other platforms, strictly for the purpose of powering certain Provider features for the benefit of Customer and exclusively subject to Customers authorization. Customer can request its authorized data be deleted from Provider by contacting Provider's support team. Customer can learn more about each respective Social Platform's terms of service and privacy policies via the links below:

1. Social Platforms Terms of Service:

Google: <https://www.google.com/intl/en/policies/terms/>

YouTube: <https://www.youtube.com/t/terms>

YouTube API Customer: <https://developers.google.com/youtube/terms/api-services-terms-of-service>

Facebook: <https://www.facebook.com/legal/terms>

Instagram: <https://help.instagram.com/478745558852511>

Twitter: <https://twitter.com/en/tos>

2. Social Platforms Privacy Policies:

Google & YouTube: <http://www.google.com/policies/privacy>

Facebook: <https://www.facebook.com/privacy/explanation>

Instagram: <https://help.instagram.com/155833707900388>

Twitter: <https://twitter.com/en/privacy>

3. Customer can revoke Provider's access to its data from YouTube, Google, Facebook, Instagram, and Twitter at any time via each relevant platform's app and security settings via the links below. Revoking such authorizations may limit or eliminate certain functionalities in the Productsup Platform.

4. Revoke Access:
YouTube & Google: <https://security.google.com/settings/security/permissions>
Facebook: <https://www.facebook.com/settings?tab=applications>
Instagram: https://www.instagram.com/accounts/manage_access/
Twitter: <https://twitter.com/settings/applications>

9. Marketing

9.1 Customer Logo Usage by Provider

Unless explicitly excluded from the scope of the Agreement in an applicable Order Form, Customer agrees that Provider and its Affiliates may publish Customer's name and logo in its Customer lists, and promotional, marketing and investment materials, in any media and grants Provider a non-exclusive, revocable, unlimited license for the described purpose. Any use of Customer's name and logo shall be in accordance with the applicable brand guidelines as notified by Customer from time to time.

9.2 Further Marketing Cooperation

If explicitly agreed and further specified in an applicable Order Form, Customer will co-operate with Provider in producing any press releases, case studies or other marketing materials regarding the supply of the Services to Customer.

List of Applicable Schedules

The Schedules listed below, in each case in their then current form, are incorporated in this Agreement and form an integral part of the Agreement.

Schedule	Location
Acceptable Use Policy Schedule	Available at https://www.productsup.com/legal/
Productsup Platform Description	Available at https://www.productsup.com/legal/
Product and Account Support Service Level Agreement - Processing times for Client Incidents Schedule	Available at https://www.productsup.com/legal/
System Availability Service Level Agreement Schedule	Available at https://www.productsup.com/legal/
Productsup Data Processing Agreement (“DPA”) Schedule - Agreement for order processing according to Art. 28 EU General Data Protection Regulation	Available at https://www.productsup.com/legal/
Productsup Information Security Policy	Available at https://www.productsup.com/legal/