

TEXT CONTROL REPORTINGCLOUD SERVICES AND DATA PROCESSING AGREEMENT

This Text Control ReportingCloud services agreement is between **Text Control GmbH** ("**Text Control**") and "**you**".

You agree that this is like any written negotiated agreement signed by you.

Text Control MAY CHANGE, ADD OR REMOVE ANY PART OF THIS AGREEMENT, AND ANY PART OF THE SERVICES, AT ANY TIME. IF ANY FUTURE CHANGES TO THIS AGREEMENT ARE UNACCEPTABLE TO YOU, YOU SHOULD REFUSE TO ACCEPT ANY UPDATED TERMS PROPOSED TO YOU BY Text Control AND YOU MUST DISCONTINUE USING THE SERVICES.

1. Use of the service

1. **Your agreement.** Your assent to this agreement allows you to use one or more of the services. If you do not agree to such amended terms, you must stop using the services and therefore terminate this agreement. Text Control may discontinue or add new services, aspects, features or costs to certain services from time to time at its sole discretion.
2. **Authority to use services.** You represent and warrant that you have all necessary right, power and authority to enter into this agreement and to perform the acts required of you hereunder, including having a valid license to use the software applications that generate content, and the right to maintain content and your information or the information of participants on the services.
3. **Access to services.** You acknowledge that your ability to access the services may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. Text Control is not responsible for any equipment you may need to be able to access the services.
4. **Log-in information.** To gain access to and use the services, you may be required to create a Text Control ReportingCloud account and password. You are responsible for all activity occurring under your Log-In Information, and you must keep your Log-In Information confidential and not share your Log-in information with other individuals or third parties. Text Control has no obligation or responsibility with regard to your use, disclosure, or management of Log-in information.
5. **Your confidential information.** If you maintain confidential information, trade secrets, or other sensitive information on the services, you are solely responsible for implementing safeguards or such information that are additional to the security measures the services provide.
6. **End-user applications.** It is allowed to use the Text Control ReportingCloud Service for private and commercial purposes in an 'end-user application'. An 'end-user application' is a specific application program that is licensed to a person or firm for business or personal use. It is not allowed to use Text Control ReportingCloud to create another Web Service or product that offers a similar service like Text Control ReportingCloud to other developers.

7. **Account closing.** Text Control may consider to close your account at its sole discretion, when the usage of the service implies an unlawful, illegal, fraudulent or harmful purpose or activity.
 8. **Free accounts.** It is not allowed to use the Free and the Trial account in business or commercial applications. It is not allowed to create more than one Free account in order to increase the document quota for an commercial application. Text Control is allowed to monitor the created accounts and the usage of such accounts based on used public IP addresses.
2. **License to use the services**
 1. Subject to your compliance with the terms and conditions of this agreement, Text Control grants to you a non-exclusive, non-transferable, revocable right to access and use the services. If you want to use host your own ReportingCloud service, you have to contact Text Control to learn more about the possibilities. You shall not alter or remove any marks or Text Control copyright notices included in the service.
 3. **Term and termination**
 1. This agreement will continue to apply until terminated by either you or Text Control as set forth below.
 2. If you want to terminate the agreement, you may do so by (i) notifying Text Control at any time, and (ii) closing your accounts for all of the services. Your notice must be sent in writing, to Text Control address.
 3. Text Control may at any time terminate the agreement with you if:
 1. You have breached any provision of the agreement (or have acted in a manner that indicates to Text Control that you do not intend to, or are unable to, comply with the agreement;
 2. Text Control reasonably believes that it is required to do so by law (for example, where the provision of the services to you is, or becomes, unlawful);
 3. The provision of the services to you by Text Control is, in Text Control opinion, no longer commercially viable;
 4. Text Control has elected to discontinue the services (or any part thereof);
 5. There has been an extended period of inactivity in your account; or
 6. Your account is used by any third parties.
 4. Termination of your services account may, at Text Control sole discretion, include one or more of the following: (i) removal of access to all offerings within the services; (ii) deletion of your password (if applicable) and all related information, files, and content associated with or inside your account (or any part thereof); and (iii) barring of further use of the services.
 5. You agree that all terminations for cause shall be made in Text Control sole discretion and that Text Control shall not be liable to you or any third party for any termination of your account, or access to the services and content.
 6. Upon expiration or termination of the agreement, you shall promptly discontinue use of the services.
 4. **Content**
 1. **Your content.** You may upload content to the services in connection with your use of the services. Text Control does not verify, endorse, or claim ownership of any content, and you retain all right, title, and interest in and to the content. By maintaining your content on the services, you grant to Text Control a non-exclusive, worldwide, perpetual, royalty-free and fully paid

license under all intellectual property rights to copy, distribute, transmit, publicly display, publicly perform, transmit, and reformat your content solely to deliver the services to you. Text Control shall make commercially reasonable efforts to block the uploading of content to the services that contains viruses detected by using industry standard virus detection software.

2. **Your Representations and Warranties Regarding content.** You represent and warrant that (a) you are the owner, licensor, or authorized user of all content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Text Control, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, hateful, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertisement controlling).
3. **Text Control Access to content.** You acknowledge that the services are automated (e.g., content is uploaded using software tools) and that Text Control personnel will not access, view, or listen to any content, except as reasonably necessary to perform the services, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Text Control in good faith to conform to legal requirements or comply with legal process; or (d) enforce this agreement, including investigation of potential violations hereof, as further described in Section 6 (Investigations).

5. Conduct

1. **Use Restrictions.** In connection with your access or use of the services, you agree not to:
 - a. introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of a third party's computer or property or information;
 - b. use the services in any manner that could damage, disable, overburden, or impair any Text Control ReportingCloud server, or the network(s) connected to any Text Control ReportingCloud server or interfere with any other party's use and enjoyment of the services;
 - c. attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any Text Control ReportingCloud server or to the services, through hacking, password mining, or any other means;

- d. obtain or attempt to obtain any materials or information through any means not intentionally made available through the services;
- e. host, on a subscription basis or otherwise, the services, including any related application, (i) to permit a third party to use the services to create, transmit, or protect any content, or (ii) to conduct conferences or online meeting services for a third party;
- f. engage in any systematic extraction of data or data fields, including without limitation e-mail addresses;
- g. disclose, harvest, or otherwise collect Information, including e-mail addresses, or other private information about any third party without that party's express consent;
- h. transmit junk mail, spam, surveys, contests, pyramid schemes, chain letters, or other unsolicited e-mail or duplicative messages;
- i. sell, lease, or rent access to or use of the services, or otherwise transfer any rights to use the services under this agreement (including without limitation, on a timeshare or service bureau basis);
- j. defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others; or
- k. upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

6. Investigations

1. Although Text Control does not generally monitor user activity occurring in connection with the services or content, if Text Control becomes aware of any possible violations by you of any provision of the agreement, Text Control reserves the right to investigate such violations, and Text Control may, at its sole discretion, terminate immediately your license to use the services or change, alter or remove content, in whole or in part, without prior notice to you. If, as a result of such investigation, Text Control believes that criminal activity has occurred, Text Control reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, Text Control is entitled to disclose any information or content, in Text Control possession in connection with your use of the services to (i) comply with applicable law, legal process or governmental request; (ii) enforce the agreement; (iii) respond to any claims that any content violates the agreement or rights of third parties; (iv) respond to your requests for customer services; or (v) protect the rights, property or personal safety of Text Control, its users or the public, and law enforcement or other government officials, as Text Control in its sole discretion believes to be necessary or appropriate.
2. You agree to indemnify and hold Text Control harmless from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from your content, the content of Participants, and your or any Participant's use of the services.

7. Availability

1. Text Control uses reasonable efforts to make the services available 24 hours a day, 7 days a week. However, there will be occasions when the Service will be

interrupted for maintenance, updates and repairs and unforeseeable technical circumstances.

8. Data Protection

1. Personal data processed in the context of this Agreement may and will be transferred to a country outside the European Economic Area including the United States of America (USA). Personal data is adequately protected when transferred from a country within the European Economic Area to a country outside the European Economic Area. You explicitly agree that processing data will be transferred for data processing reasons to a country outside the European Economic Area.
2. A separate DATA PROCESSING AGREEMENT is available that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). To sign this agreement, please contact us at sales.department@textcontrol.com.

9. DISCLAIMER OF WARRANTIES

1. YOU SHOULD NOT UPLOAD CONTENT WITHOUT MAINTAINING A COPY OF SUCH CONTENT IN ANOTHER LOCATION AS THE CONTENT MAY BE ERASED, REMOVED OR CORRUPTED AT ANY TIME. WITH NO LIABILITY TO TEXT CONTROL. TEXT CONTROL MAKES NO COMMITMENT OR WARRANTY THAT ANY SERVICES OR SOFTWARE SIMILAR TO THE SERVICES OR TEXT CONTROL REPORTINGCLOUD SOFTWARE WILL BE OFFERED FOR COMMERCIAL USE. THE SERVICES AND THE TEXT CONTROL SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW'. TEXT CONTROL, ITS AFFILIATES, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES OR THE TEXT CONTROL SOFTWARE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TEXT CONTROL DOES NOT WARRANT OR REPRESENT THAT THE SERVICES OR THE TEXT CONTROL SOFTWARE WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT TEXT CONTROL SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OR THAT TEXT CONTROL SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

10. Limitation of Liability

1. NEITHER TEXT CONTROL NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE SERVICES OR ACCESS DATA, INFORMATION OR CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTORY, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF TEXT CONTROL OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.