

Hosting Terms and Conditions for the Use of sector27's Sovereign Cloud Platform

§ 1 Scope of Application

- (1) applicable to the provision and use of the sovereign cloud platform operated by sector27 (hereinafter referred to as the "Platform"). They specify the provisions of the main contract between sector27 and End Customer (defined below) for the provision and operation of the platform for the use of the Neurons MDM SaaS solution.
- (2) In particular, the platform includes the provision of cloud infrastructure and applications operated on it, especially in the area of mobile device management (MDM), including associated services.
- (3) The scope of services and, if applicable, technical specifications for the respective service result from the associated main contract at the time the service is provided.
- (4) The platform is provided, operated and administered by sector27 in German data centers. The platform is used to host and operate the Neurons MDM SaaS solution within the contractually agreed scope of services.
- (5) The addressee of these hosting conditions is the user of the platform, hereinafter referred to as the "End Customer". These hosting terms and conditions govern the terms of use, performance and operation
- (6) Deviating or supplementary terms and conditions of the End Customer shall not apply unless their validity has been expressly agreed to in writing.

§ 2 Scope of Services of the Sovereign Cloud Platform

- (1) sector27 provides the End Customer with a sovereign cloud infrastructure platform.
- (2) This includes in particular:
 - a) Provision of compute, storage and network resources,
 - b) Operation of the infrastructure required for the use of the Neurons MDM SaaS solution,
 - c) technical administration and maintenance of the hosting environment,

- d) Configuration and operation of the end-user environment,
 - e) technical support within the framework of Support Level 1 and Support Level 2,
 - f) Escalate appropriate support cases to Ivanti to the extent that the cause is Ivanti's responsibility.
- (3) Unless separately agreed in writing, individual adaptations, customizing, training, data migrations, client installations on End Customers' end devices or other services under the contract for work and services are not owed.

§ 3 Scope of Use and Permissible Use

- (1) sector27 grants the End Customer a simple, non-exclusive, non-transferable right to use the platform to the contractually agreed extent for the duration of the contract, limited in time to the term of the contract.
- (2) The End Customer is obliged to use the platform exclusively within the framework of the legal regulations and the contractually agreed purposes.
- (3) In particular, the End Customer is prohibited from:
 - a) use the Platform for any unlawful or illegal purpose;
 - b) distribute or operate malware;
 - c) take any action that is likely to affect the functionality, security, or availability of the Platform, including, but not limited to, uncoordinated load testing, port scanning, or penetration testing;
 - d) read, modify or manipulate systems or data without authorisation;
 - e) use outside of the agreed license, user or capacity limits;
 - f) decompile, edit or reverse engineer the Platform.
- (4) Use is only permitted by the End Customer, its authorized employees and other expressly authorized users. A transfer, sub-licensing, rental or other transfer to third parties is only permitted with the prior written consent of sector27.
- (5) All rights to the platform, including all intellectual property rights, remain with sector27.

§ 4 Obligations of the End Customer and access security

- (1) The End Customer is obliged to keep all access data, in particular passwords and authentication tokens, secret and to protect them from access by unauthorized third parties in accordance with the state of the art.

- (2) The End Customer must ensure that administrative access is secured by appropriate measures, in particular multi-factor authentication.
- (3) The End Customer is responsible for all activities that occur using his access data, unless he is not responsible for them.
- (4) The End Customer is obliged to inform sector27 immediately of any suspicion of misuse or unauthorized use.
- (5) The End Customer is also responsible for:
 - a) the proper management of its users and access data,
 - b) the lawfulness of the content and data processed by him,
 - c) compliance with data protection requirements in his area of responsibility,
 - d) ensuring that the technical requirements are met,
 - e) Participation in error analysis, support and troubleshooting,
 - f) informing sector27 in good time in the event of security incidents, disruptions or unauthorised use.

§ 5 Responsibilities for Systems and Software

- (1) sector27 is responsible for the operation, maintenance and security of the platform infrastructure.
- (2) sector27 provides support services within the framework of the support hours and ticket acceptance times agreed in the main contract.
- (3) The End Customer is responsible for:
 - the terminal equipment used by him,
 - the installed client software,
 - the proper configuration of its systems.
- (4) The installation, updating and backup of client software on end devices is the sole responsibility of the End Customer.

§ 6 Security Measures and Intervention Rights of sector27

- (1) sector27 takes appropriate technical and organizational measures to ensure the security and integrity of the platform.
- (2) If there are concrete indications of:

- improper or unlawful use,
- necessary legal or official requirements,
- a threat to safety, or
- an impairment of system stability

sector27 is entitled to take necessary measures, in particular:

- a) temporarily restrict the End Customer's access to the Platform;
- b) block individual services;
- c) measures to avert danger.

- (3) sector27 will inform the End Customer immediately of any such measures, unless there are overriding security interests to the contrary.

§ 7 Backup and Data Recovery

- (1) sector27 performs regular backups of the platform infrastructure to ensure operational capability and disaster preparedness.
- (2) sector27 does not owe any backup of the individual data, configurations or content stored by the End Customer in the platform, unless expressly contractually agreed.
- (3) The End Customer is obliged to take suitable measures for data backup independently.
- (4) The restoration of data that has been deleted by the End Customer, his employees or due to incorrect operation is not part of the contractual services and is carried out – as far as technically possible – exclusively against separate remuneration.

§ 8 Special Provisions for MDM Services

- (1) If the End Customer uses functions for the remote management of end devices, in particular deletion functions (e.g. "Enterprise Wipe" or "Factory Reset"), this is solely his responsibility.
- (2) sector27 is not liable for data loss or other damage caused by the use of such functions.
- (3) The End Customer is responsible for setting up and maintaining necessary third-party services and access, in particular:
 - Zertifikate (z. B. Apple Push Notification Service),

- Third-party accounts (e.g., Apple, Google).

§ 9 Third-Party Services and Ivanti Provisions

- (1) The Neurons MDM SaaS solution is provided as a software product or software service by Ivanti. Ivanti products, Ivanti services, license terms, product features, availability, warranty, and liability of Ivanti are subject to Ivanti's then-current terms.
- (2) sector27 is not responsible for any services, product features, licensing models, availability, or changes made by Ivanti outside of sector27's responsibility.

§ 10 Data protection and data processing

- (1) Insofar as sector27 processes personal data on behalf of the End Customer, this is done exclusively on the basis of a separately concluded order processing agreement in accordance with Art. 28 GDPR, insofar as sector27 processes personal data on behalf of the End Customer.
- (2) sector27 ensures that data processing takes place exclusively within the contractually agreed jurisdictions (EU / Germany).
- (3) The End Customer remains the controller in the sense of data protection law.
- (4) Data storage and operation of the platform take place in German data centers. sector27 takes appropriate technical and organisational measures to protect the Platform against unauthorised access, loss, manipulation and other security risks.

§ 11 Availability and maintenance

- (1) The availability of the platform is calculated on the basis of the time allocated to the respective calendar month in the contract period minus the maintenance times defined in the main contract. Availability refers exclusively to the hosting platform operated by sector27 at the transfer point of the data center operated by sector27.
- (2) It does not include the availability of services, software functions, or infrastructure provided or managed by Ivanti or any other third party.
- (3) sector27 is entitled to carry out maintenance work, security updates, configuration changes and other technical measures insofar as these are necessary for the security, stability, integrity or functionality of the platform.

- (4) Planned maintenance work is announced to the End Customer in advance if possible. Short-term or unplanned measures are permissible if they are necessary for technical, safety-related, or operational reasons.
- (5) Restrictions due to force majeure or circumstances beyond the control of sector27 remain unaffected.

§ 12 Liability

- (1) sector27 is liable without limitation for damages caused intentionally or through gross negligence or resulting from culpable injury to life, limb or health.
- (2) In the event of simple negligence, sector27 shall only be liable in the event of a breach of essential contractual obligations (cardinal obligations) and limited to the foreseeable damage typical of the contract.
- (3) Insofar as sector27 is liable in accordance with (2), the liability shall be limited in total to the remuneration paid by the End Customer in the respective contract year.
- (4) Any further liability is excluded.
- (5) In particular, sector27 shall not be liable for:
 - data loss, insofar as this has occurred due to the lack of data backup by the End Customer;
 - Damage resulting from improper use or misconfiguration by the End Customer;
 - Interference from third-party providers or external services.
- (6) If the claims result from tort, from the Product Liability Act, initial impossibility or culpable impossibility, the above limitation of liability does not apply.

§ 13 Contract Term and Termination

- (1) The term and notice periods are based on the respective main contract.
- (2) The right to extraordinary termination for good cause remains unaffected.

§ 14 Changes to the Hosting Conditions

- (1) sector27 is entitled to amend these hosting terms and conditions with effect for the future if there is an objective reason for doing so, in particular due to:
 - a) Changes in the legal situation or case law,

- b) Adjustments to security requirements
 - c) technical developments or changes to the platform.
- (2) Changes will be notified to the End Customer in text form at least 6 (six) weeks before they come into force.
- (3) If the End Customer objects to the changes within 4 (four) weeks of receipt of the notification, the previous terms and conditions remain valid.
- (4) In this case, sector27 is entitled to terminate the contractual relationship extraordinarily with a notice period of 4 (four) weeks from the date on which the changes take effect.

§ 15 Final Provisions

- (1) The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (2) The place of jurisdiction is – as far as legally permissible – the registered office of sector27.
- (3) These hosting conditions are equivalent in their legal effect to the provisions of the main contract. In the event of any contradiction between these Hosting Terms and Conditions and the Main Agreement, the provisions of the Main Agreement shall prevail, unless expressly stated otherwise therein.