

# Special terms of use

for the DataGuard Platform

## 1. Scope of Application

As part of its services in Privacy Area, Information Security Area and Compliance, DataCo offers access to the DataGuard Platform. These special terms of use govern the contractual and time-limited use of this web-based platform.

## 2. Provision

DataCo will provide the Customer with access to the current version of the DataGuard Platform from a server. A distinction is made between access for platform users and Academy users.

Platform users receive access to the dashboard, which can be used to access the portal for audit management purposes and the monitoring of digital employee training.

Academy users are users who exclusively hold access to training courses and can create certificates of training courses successfully completed by employees. These users receive access after being invited by the Customer's main contact person.

The Customer guarantees that the data on the intended user of the access requested during registration is correct and complete.

## 3. Permitted Use

For the term agreed in the underlying Contract, the Customer is granted the simple, non-sublicensable, and non-transferable right to use the DataGuard Platform (which is hosted in Germany), for the intended purpose. The Customer may only use the DataGuard Platform for purposes related to the implementation of the contractual services.

Every access may exclusively be used by a designated natural person (named-user principle). The Customer undertakes and is liable for ensuring that the recipient of the access data is used exclusively by it for its own business purposes. No applications of the DataGuard Platform are transferred onto the Customer. The Customer may not modify the DataGuard Platform. In particular, the Customer is not entitled to use so-called reverse engineering to investigate its functioning, decompile it, break it down into its components, and/or use it as a foundation for the creation of their own software programs or platforms or use it for any other commercial purposes.

The Customer shall refrain from carrying out attacks or load tests using the DataGuard Platform that would reasonably be expected to impair the performance of the DataGuard Platform.

The Customer is responsible for ensuring that the DataGuard Platform or corresponding data, in particular created and/or stored on the server or locally, are not used for purposes that violate the law or any official regulations or requirements.

## 4. Application Data

All data, in particular personal data, that results during the Contract through the permissible use of the DataGuard Platform, is considered information provided to DataCo for the implementation of its contractual services. DataCo shall process this data to the extent necessary to fulfil its contractual service obligations, legal obligations, or the enforcement of contractual and/or legal claims of DataCo. The Customer warrants that it has the right to permit the use of the data as anticipated under this Contract.

## 5. Technical Requirements for Access

The Customer shall bear sole responsibility for the provision and necessary configuration of the required hardware and software (e.g., a computer with Internet connection and an up-to-date Internet browser) on the Customer side, as well as for the telecommunications connection between the Customer and the server on which DataCo operates the software.

## 6. Intellectual property

Save as specifically set out in this Contract, no rights or licences are granted by DataCo under this Contract.

These terms of use do not grant any ownership rights or comparable rights to the DataGuard Platform or any applications it contains.

All ownership and intellectual property rights developed or used in the provision of the Services, including in the DataCo Platform, shall remain with DataCo, subject to the right of use granted to the customer. Particularly, the Customer is not entitled to use the DataGuard Platform beyond the agreed scope, nor to let it be used by third parties or make it accessible to third parties, without the written permission of DataCo. In particular, no applications or other components that compose the DataGuard Platform may be reproduced, sold, or transferred to third parties for a limited period of time, especially not by means of renting or lending.

## 7. Customer Duties and Obligations

The Customer undertakes to ensure that the DataGuard Platform only be used within the contractually permissible use and shall safeguard said permissible use through appropriate measures.

The Customer shall ensure compliance with the named-user principle, by protecting the usage and access authorisations as well as the identification and authentication security mechanisms granted to them and/or the users from third-party access, and by refraining from disclosing these to unauthorised users.

The Customer shall immediately inform DataCo of any suspicion that an unauthorised person is accessing the platform.

The Customer shall ensure that all authorised users comply with the provisions of the present special terms of use.

The Customer shall obtain the necessary consent from data subjects, if they collect, process, or use personal data through the use of the platform, and no legal basis for permission applies.

The Customer shall ensure that all intellectual property rights are observed when transmitting documents and files from the Customer to DataCo.

The Customer shall report any impairment in the use of the DataGuard Platform to DataCo which they consider should be remedied by DataCo, in principle in writing. In this notification, the Customer shall describe the existing impairment in use as specifically as possible, particularly the conditions under which this is occurring, based on symptoms and effects, and possibly with informative screenshots.

The Customer shall observe all third-party rights when operating the DataGuard Platform and handling any data wherein contained or created.

The Customer shall ensure backups of their application data at appropriate intervals.

The Customer shall take all necessary measures to protect against unauthorised access to information or data and against interventions in DataCo programmes or data networks.

## 8. Legal Consequences of Infringements against the Terms of Use

If a user infringes these provisions using a contractually provided access, DataCo reserves the right to immediately block access of all users of the Customer after prior notice in writing if the infringement can be demonstrably remedied. If the block to protect against threats was the result of the instruction of an authority or enacted to repel threats against DataCo or its customers, notification shall only take place after the block.

If a user uses a contractually provided access to infringe against its obligations resulting from use, DataCo reserves the right to immediately delete the affected application data with prior notice in written form if this is demonstrably suitable for remedying the infringement.

If the Customer collects, processes, or uses personal data, it shall ensure that it is entitled to do so under applicable regulations, particularly data protection regulations, and shall indemnify DataCo against any third-party claims in the event of an infringement.

If a user of the Customer uses its contractually provided access to infringe the rights of a third party, the Customer shall correspondingly indemnify DataCo against any and all claims of said third party upon first request.