



# Clouddomation platform

## General Terms and Conditions

### 1 General provisions

The Clouddomation platform General Terms and Conditions (the "Terms") are an agreement between Starflows OG ("us", "we") and you or the entity you represent ("you", "your"). Starflows OG is a general partnership (Offene Gesellschaft) under Austrian law located at Suchenwirtplatz 10/27, 1100 Vienna, Austria.

The Terms regulate your access to and use of the Clouddomation Platform as well as the Service Desk and are the basis for all contracts between us and you. We only enter contracts in accordance with the Terms.

You represent to us that you are lawfully able to enter into contracts (e.g. that you are not a minor). If you accept the Terms on behalf of an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. You represent to us that you have read and understood the Terms and that you agree to the Terms on your behalf or on behalf of the entity you represent.

The Clouddomation Platform is a cloud platform for software automation. Core functionality of the Clouddomation Platform consists of low-level automation specific functionality such as, for example, communication with REST APIs or connection to remote systems via ssh.

The Clouddomation Platform comprises the Clouddomation Platform User Interface (accessible under <https://app.clouddomation.com>) and all functionality exposed through the User Interface, as well as the Clouddomation Platform REST API (accessible under <https://app.clouddomation.com/api>).

The Clouddomation Platform is provided as Software-as-a-Service ("SaaS") and constitutes a service that we provide to you.

**Service Level Objective.** We will use commercially reasonable efforts to provide a Monthly Uptime to you of at least 95% during any monthly billing cycle (the "Service Level Objective" or "SLO").

Notwithstanding the foregoing, you recognize that the Internet is comprised of thousands upon thousands of autonomous systems that are beyond our control. Routing anomalies, asymmetries, inconsistencies and failures of the Internet outside of our control can and will occur, and such instances shall not be considered a breach of the SLO. Whilst you are free to monitor the Monthly Uptime on your systems and other monitoring services, we proactively monitor the Monthly Uptime. The results of our monitoring systems shall provide the sole and exclusive determination of the Monthly Uptime.

The SLO does not apply to any: (a) features designated Alpha or Beta, (b) features excluded from the SLO (in the associated Documentation), or (c) errors: (i) caused by factors outside of our reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of us; (ii) that result from any actions or inactions of you or any third party; (iii) that result from your equipment,



software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) arising from our suspension or termination of your right to use the Cludomation Platform in accordance with the Terms; or (v) that resulted from abuses or other behaviors that violate the Terms.

## 2 Definitions

“Workspace” means the Cludomation Platform Account for one entity, which can be an organisation or an individual person. Subscription Packages are purchased for one Workspace. Several User Accounts can be created within one Workspace. All Users within one Workspace share resources and Content.

“Client Administrator” means the role within one Workspace which has administrator privileges and responsibilities. The Client Administrator is our main point of contact for all communications around your Workspace. The Client Administrator is the only role within a Workspace that can upgrade or downgrade Subscription Packages, cancel a Subscription Package, and create and delete User Accounts.

“Cludomation Platform” means the Cludomation Platform shared instance hosted by us. It is a cloud instance of the Cludomation Platform Software that contains several Workspaces which share the underlying server hardware. It is possible to purchase dedicated instances for your Workspace which would be fully separate from all other Workspaces - get in touch with us at [info@cludomation.com](mailto:info@cludomation.com) for more information on dedicated instances.

“Cludomation Platform APIs” means all Application Programming Interfaces (APIs) available for your use on the Cludomation Platform. In particular, this means the Flow Script API, which is the API you use through the Cludomation functions in your Flow Scripts, as well as the Cludomation REST API, which enables you to communicate with the Cludomation Platform via the web. Additional APIs might become available over time, and are included in the term Cludomation Platform APIs.

“Cludomation Platform User Interface” means the user interface (UI) available to you under <https://app.cludomation.com> once you log in.

“Cludomation REST API” means the web API available for the Cludomation Platform available to you under <https://app.cludomation.com/api>.

“Content” means all user generated content that is not provided by us and is stored within your Workspace. Your Content includes your Flow Scripts, settings, files, executions etc.

“Development Mode” is one of two execution modes for Flow Scripts on the Cludomation platform. Flow Scripts executed in the Development Mode cannot be run unattended, meaning that a user has to be logged in and active in your Workspace who has to manually start Flow Scripts in Development Mode. Executions in Development Mode will be paused if the user who started them becomes inactive. Executions in Development Mode are free of charge. The Development Mode is intended to be used for development purposes only. Usage of the Development Mode for production purposes constitutes a misuse of the Cludomation Platform.

“Downtime” means that the Cludomation REST API at <https://app.cludomation.com/api> is not responding to HTTP requests or responds with a HTTP 5\* response.



“Downtime Period” means a period of one or more consecutive minutes of Downtime. Partial minutes or intermittent Downtime for a period of less than one minute will not be counted towards any Downtime Periods.

“Flow Scripts” means the executable automation scripts that contain the execution logic for your automated processes, e.g. what shall be executed in what order and how.

“Monthly Uptime Percentage” means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

“Payment Reference” means the numeric reference given to you on each invoice as payment reference which you are required to supply with payment of the respective invoice.

“Premium Subscription Package” means the third tier paid Subscription Package. It includes a sizeable amount of Productive Connections as well as a Premium Support Package as described in the section Support.

“Productive Connections” are connections to systems outside of the Cloudomation Platform which are initiated by Flow Scripts running in Productive Mode. Your Subscription Package includes a monthly quota of Productive Connections for your Workspace.

“Productive Mode” is one of two execution modes for Flow Scripts on the Cloudomation platform. Flow Scripts executed in Productive Mode can run unattended. All connections to systems outside the Cloudomation Platform that are made by Flow Scripts running in Productive Mode count towards your Productive Connections quota.

“SaaS” is an abbreviation for Software-as-a-Service and means Software that can be accessed via the Internet which is maintained by a software supplier.

“SLO” means Service Level Objective and refers to the commitment we make with regards to the monthly uptime percentage of the Cloudomation Platform.

“Standard Subscription Package” means the second tier paid Subscription Package. It includes a medium amount of Productive Connections as well as a Standard Support Package as described in the section Support.

“Starter Subscription Package” means the first tier paid Subscription Package. It includes a small amount of Productive Connections as well as the Community Support Package as described in the section Support.

“Subscription Packages” means a service subscription which is needed for every active Workspace on the Cloudomation Platform. Every active Workspace has a Subscription Package associated with it, either a free Trial Subscription Package or one of the three tier paid Subscription Packages.

“Termination Date” is the date at which your Workspace is labelled as cancelled.

“Trial Subscription Package” means the free tier Subscription Package.

“User” means any entity that has login credentials for a User Account in a Workspace and can perform actions within that Workspace. A User can be a person or an automated process.

“User Account” means log in credentials created within a Workspace which enable a User to log into a Workspace and perform actions within that Workspace. One Workspace can



have many User Accounts associated with it. A User Account can be used by a person or by an automated process. One person can have several User Accounts.

“Your Account Information” means all information provided by you upon Workspace or User Account creation, for example email addresses.

### **3 Support Packages**

There are different support packages available: Community-, Standard- and Premium Support Package. The Community Package is available to all Users of the Cloudomation Platform. The terms for the Standard and Premium Support Package in this section apply to you only with respect to the support package(s) purchased by you.

#### Community Support Package

Information service. We will inform you about new versions, available updates, developments, etc. of the Cloudomation Platform.

Documentation. You will have access to documentation about the Cloudomation Platform online on the platform website. You can download the documentation in full at any time.

Community support. You are invited to join the Cloudomation user groups on stackoverflow and superuser to receive support from, and provide support to, your peers. We are active on these platforms as well and will provide support through these community forums at our own discretion. We are under no obligation to respond to support requests in community forums. We do not operate these forums and are therefore not liable to provide uninterrupted access to these community forums. We issue no warranties or guarantees for support provided in these community forums. We are not liable for any damages arising from incorrect information or support provided through these community forums.

#### Standard Support Package

Service desk. You will be provided one account for our online Service Desk where you can create tickets. Through tickets, you can ask questions, make suggestions, report bugs, and request support.

Timelines. We will respond to tickets within 24 business hours of ticket creation. Response to a ticket does not constitute ticket resolution. We make no representations as to ticket resolution time lines. Response times are independent of ticket type and severity. Failure of you to provide information and access to affected systems shall pause timelines until the required information and access is granted to us.

Support delivery. Support requests and bugs have to be reported to us in writing via the Service Desk. In order to accurately check possible errors and to enable smooth support delivery, you are obliged to provide us, free of charge, with access to affected systems, as well as all relevant logs, data, and diagnostics records in an adequate amount for testing during our normal working hours. You are obliged to provide reasonable support and cooperate in the delivery of support from our side, as well as in finding the cause of a bug and possible remedies.

Exclusions. The Service Desk is an addition to, and not a replacement of, the community support provisions available to all Users. Tickets pertaining to topics fully covered in the public documentation, as well as repeated inquiries about the same or similar topics are



not subject of the support services and are not covered by the response time lines specified above.

### Premium Support Package

Service desk. You will be provided with up to three accounts for our online Service Desk where you can ask questions, make suggestions, report bugs, and request support in the form of tickets.

Timelines. Refusal or failure of you to provide information and access to affected systems shall pause the time lines described below for first response and resolution of tickets until the required information and access is granted.

The following time lines will be applied for the Premium Support Package:

Ticket name in Service Desk	Ticket type	Severity	First response timeline in business hours	Resolution timeline in business hours
Report a bug	Bug	Highest	4	12
Report a bug	Bug	High	8	16
Report a bug	Bug	Medium, Low, Lowest	8	-
Technical support, Other questions, Product Trial questions, Billing questions	Support	-	8	-
Suggest improvement, Suggest a new feature	New Feature	-	8	-

Exclusions. The Service Desk is an addition to, and not a replacement of, the community support provisions available to all Users. Tickets pertaining to topics fully covered in the public documentation, as well as repeated inquiries about the same or similar topics are not subject of the support services and are not covered by the response and resolution timelines specified above.

Support delivery. Support requests and bugs have to be reported to us in writing via the Service Desk. In order to accurately check possible errors and to enable smooth support delivery, you are obliged to provide us, free of charge, with access to affected systems, as well as all relevant logs, data, and diagnostics records in an adequate amount for testing during our normal working hours. You are obliged to provide reasonable support and cooperate in the delivery of support from our side, as well as in finding the cause of a bug and possible remedies.

### General provisions for all Support Packages

Warranty. Insofar as we don't specify additional commitments as part of your support package, the legal provisions for product warranty apply, with the limitation that warranties for companies expire after 6 months.

Remedying deficits. Deficits in the sense of the legal provisions will be remedied within an adequate time frame. No representations to the ease of use of workarounds are



made. The duty of cooperation requires that you support us in the remediation of deficits. Errors caused by your usage of the Cloudomation Platform against its intended use are not considered deficits.

Exclusions. Towards enterprises, we are exempt from our obligations to remedy deficits as specified in the consumer protection law in the case that the deficit does not severely or fully impede usage of Cloudomation Platform core functionality.

Location. Support Services will be provided remotely by default. Support services on locations of your choice can be agreed upon separately and will be invoiced separately.

Personnel. Support Services will be provided by an employee of our choice. We are entitled to commission a third party to conduct support services.

Services not included in Support Packages - these services can be ordered (and invoiced) separately:

- Services caused by alterations to third party software, interfaces, or operating systems.
- Individual adjustments and/or new programming by us to fulfil requirements from you.
- Alterations due to changes of legal provisions, should these require an alteration of the Cloudomation Platform.
- A barrier-free design as defined by the Austrian Federal Law on the Equality of Persons with Disabilities (Federal Disability Discrimination Act — BGStG).
- Rectification of errors caused by you or third parties.
- Losses or damage caused either directly or indirectly by actions or defaults during operation by you.
- Data conversion, recovery of data sets and interface adaptations.

## Definitions

Business hours: Mon-Thu 9-5 and Fri 9-1 Central European Time

First response: we have responded to the ticket and acknowledged the ticket type and severity. Time lines apply only to tickets for which we have acknowledged the ticket type and severity.

## Ticket types

Bug: an issue that prevents use of Platform features comparable to use of Platform features in the most recent version. Only defects in functionality that has previously worked can be reported as a bug. Minor changes in features as well as improvements that might change workflows or appearance of features do not constitute bugs.

Ticket type Support: Requests for information. Typically questions, but can also be issue reports that can be resolved with the provision of information.

Ticket type New Feature: Suggestions and ideas for improvements of existing features, or for new features, and feedback on the quality of existing features.

## Ticket resolution

For Tickets of type Bug: Bugs can either be resolved by fully restoring the previous functionality (e.g. by restoring a previous version of the Cloudomation Platform) or by providing a workaround that allows you to use the Cloudomation Platform in a comparable way to the most recent version. Any workaround that enables continuation



of productive use of the Cludomation Platform shall constitute a resolution, irrespective of ease of use.

For tickets of type Support: you have been supplied with sufficient information to answer your question or resolve your support request.

For tickets of type New Feature: we have acknowledged your input. At our own discretion we might provide you with information about next steps, but this is not a requirement for resolution.

#### Ticket severity

**Highest:** Represents a complete loss of access to the Cludomation Platform or a significant feature that is completely unavailable, and no workaround exists. The result is severe impact on the operation of your business.

**High:** Represents a partial loss of core functionality of the Cludomation Platform with severe impact to your business and no workaround exists.

**Medium:** Minor degradation of functionality or loss of non-critical functionality on the Cludomation Platform. The result is an increase in effort required for productive use of the Cludomation Platform with minor impact on your business.

**Low and lowest:** Minor faults in non-critical functionality of the Cludomation Platform. The result does not prevent normal use of the Cludomation Platform.

## 4 Your responsibilities

**Your Workspaces.** Except to the extent caused by our breach of these Terms, (a) you are responsible for all activities that occur within your Workspaces, regardless of whether the activities are authorized by you or undertaken by you, your employees or a third party (including your contractors or associates), and (b) we and our contractors and associates are not responsible for unauthorised access to your Workspace.

**Your Content.** You will ensure that your Content does not violate the Terms or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of your Content.

**Data processing.** If you store and process personal data of European residents on the Cludomation Platform, you are responsible to obtain any necessary consent from the persons concerned.

**Security and Backup.** You are responsible for properly configuring and using the Cludomation Platform and taking appropriate action to secure, protect and backup your Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect your Content from unauthorised access, and routinely archiving your Content. You are encouraged to keep backups of the Content you store or process on the Cludomation Platform. You are required to encrypt sensitive or personal Content while in transit through the Cludomation Platform.

**Log-In credentials and API keys.** Log-In credentials and API keys for the Cludomation Platform are for your internal use only and you will not sell, transfer or sublicense them to any other entity or person, except that you may disclose your API keys to your associates and subcontractors performing work on your behalf.



**User Accounts.** You can create several User Accounts within your Workspace. You will be deemed to have taken any action that you permit, assist, or facilitate any person or entity to take related to the Terms, your Content, or use of the Cloudomation Platform. You are responsible for the use of your Content and Cloudomation Platform functionality by Users in your Workspace. You will ensure that all Users comply with your obligation under these Terms. If you become aware of any violation of your obligations under these Terms caused by a User, you will immediately suspend access to your Content and Cloudomation Platform functionality by such User. We do not provide any support or services directly to Users unless we have a separate agreement with you or a User obligating us to provide such support or services.

**Contact information.** You are required to supply valid email addresses for your Client Administrator and all Users within your Workspace. If the email address of your Client Administrator or your Users change, you are required to inform us by changing the email address in the user settings on the Cloudomation Platform. Any communication sent to the email address given for the Client Administrator will be considered received, also in the case that you do not receive it because you provided an incorrect email address for, or failed to inform us about changes of your Client Administrator's email address. Any communication regarding your Cloudomation Account, such as notices of termination, will only be accepted if sent from the email address registered to the Client Administrator, or sent via the Cloudomation Platform or the Service Desk.

**Value Added Tax.** In order to process your bills in accordance with tax law, we need to know if you are subscribing to the Cloudomation Platform as a private person or as a business. If you are subscribing as a business, you are required to provide a valid UID number and you are required to inform us immediately of changes to your UID number or your status as a business.

**Compliance.** You may access and use the Cloudomation Platform in accordance with these Terms. You will comply with the Terms and all laws, rules, and regulations applicable to your use of the Cloudomation Platform.

**Licensing.** Your Subscription Package represents a license that entitles you to use the Cloudomation Platform for the duration of the validity of your Subscription Package.

**Sublicensing.** You may not sublicense or transfer your right to use the Cloudomation Platform.

**Prerequisites.** In order to use the Cloudomation Platform, you must have a Workspace on the Cloudomation Platform and a valid Subscription Package associated with your Workspace.

**Client Administrator.** Each Workspace must have at least one assigned Client Administrator. The Client Administrator is the main point of contact for us and represents all users within the Workspace to us. The Client Administrator bears the responsibility to forward all notifications and communications from us to all Users within their Workspace. The Client Administrator of your Workspace must be associated with a valid email address.

**Browser.** The Cloudomation Platform User Interface is recommended for use with the Google Chrome browser. We will make commercially reasonable efforts to support common up-to-date browsers for desktop as well as mobile devices, but make no warranties as to the compatibility with specific browsers, in particular Microsoft Edge or Microsoft Internet Explorer.

**Internet connection.** Usage of the Cloudomation Platform User Interface requires an active internet connection. You are responsible to connect to the Cloudomation Platform via a secure internet connection with sufficient bandwidth.



Limits. Use of the Cludomation Platform is not restricted in terms of number of devices, users, or concurrent usage.

Intended use. The Cludomation Platform is intended for use as an automation tool for software and software processes. Its intended use is exclusively within the realm of software with no direct physical effects. It is not intended for use as Computer Numerical Control (CNC) software or any other use with machinery, for use with potentially large physical effects such as the operation of power plants, dams, or similar infrastructure, for the use in settings with real-time or near-real-time operating requirements, or for the use in any other setting in which failure of operation of the Cludomation Platform could result in direct bodily harm.

Misuse. Any misuse of the Cludomation Platform can be grounds for exclusion from using the Cludomation Platform. Exclusion from using the Cludomation Platform means deletion of Workspaces and associated Content and ban from creating new Workspaces on the Cludomation Platform.

## 5 Term and termination

Term. The term of these Terms will commence on the day of contract conclusion and will remain in effect until terminated under this section. Any notice of termination of this contract by either party to the other must include a Termination Date that complies with the notice periods laid out in this section. Unless otherwise specified in written agreement with you, contract duration is unlimited until such point where you or we cancel the contract in accordance with the provisions laid out in these Terms.

Notice periods for Subscription Packages. You can cancel your Subscription Package any time with the last calendar day of the current month.

Notice periods for Subscription Packages from our side. We can cancel your Subscription Packages partially or in full any time with the last calendar day of the current month.

Deletion. Upon cancellation of your last valid Subscription Package, your Workspace will be marked as cancelled. Cancelled Workspaces will be deleted not before one week after the cancellation date. Workspace deletion includes deletion of all associated Content such as Flow Scripts, settings, files, etc. as well as user and account information. Within this week after the cancellation date of your Subscription Package, you will still be able to log into your Workspace and download Content. You will not be able to execute any Flow Scripts or use any other Cludomation Platform functionality.

## 6 Changes

To the Cludomation Platform. We may change or discontinue any or all functionality of the Cludomation Platform from time to time. We will notify you of any material change to or discontinuation of functionality on the Cludomation Platform.

To the Cludomation Platform APIs. We may change or discontinue any API from time to time. For any discontinuation of or material change to an API, we will use commercially reasonable efforts to continue supporting the previous version of such API for at least one month after the change or discontinuation, except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) would cause us to violate the law or requests of governmental entities.



To these Terms. We may make changes to the Terms from time to time. We will give due notice of planned changes. If you do not agree to the revised Terms, please stop using the Cludomation Platform. By continuing to access or use our service after changes become effective, you agree to be bound by the changed Terms.

## 7 Prices

**Increases.** We shall be entitled to increase our prices according to rises in salary and material costs and/or other costs and fees, which occur after conclusion of contract, and to charge you starting from the beginning of the month following the rise. Increases shall be considered as accepted by you as standard, provided that these do not exceed 10% a year.

**Tax.** Unless explicitly stated otherwise, all prices are net prices without Value Added Tax (VAT). All fees and taxes shall be calculated based on legal grounds as appropriate. Should fiscal authorities retrospectively charge additional taxes or fees, these shall be borne by you.

**Subscription Packages.** Usage of the Cludomation Platform requires an active Cludomation Subscription Package. There are four Subscription Packages available: Trial, Starter, Standard and Premium. Details on prices and content of your active Subscription Package can be found in your Workspace as well as on your invoices.

**Trial Subscription Package.** Upon creation of a new Workspace on the Cludomation Platform, we may issue you with a free Trial Subscription Package. Conditions of the free Trial Subscription Package, specifically amount of Productive Connections included in, and duration of validity of, the Free Trial Subscription, can be changed at our discretion without prior notice. You have no legal claim to a free Trial Subscription Package. Issuance of Trial Subscription Packages is subject to our sole discretion and is intended as one per legal entity (e.g. a person or organisation). You are not allowed to create several Workspaces with the intention to gain access to several Trial Subscription Packages. Intended use of the Trial Subscription Package is evaluation and testing of the Cludomation Platform, and not productive use.

**Paid Subscription Packages.** The Starter, Standard and Premium Packages are paid subscription packages. Each package includes support services as laid out in the section "Support".

**Purchasing your first paid Subscription Package.** You can purchase your first paid Subscription Package at any time once you have created a Workspace. Your first paid Subscription Package will become available immediately after purchase. Validity of Subscription Packages is tied to calendar months. If you purchase your first paid Subscription Package during a month, you will still receive the full amount of Productive Connections for that month, and you will be invoiced the full amount for that month.

**Upgrading and downgrading paid Subscription Packages.** You can upgrade and downgrade your paid Subscription Package any time with the start of the next month. Your current Subscription Package and your payment obligation for it will remain active until the end of the current month. The upgraded or downgraded package will become available at the start of the next month.

**Exceeding your monthly Productive Connections quota.** Your Client Administrators can manage your subscription to choose if you want to be able to exceed your monthly Productive Connections quota or if you want your quota limits enforced. If you choose to allow excess connections, you will be invoiced for your excess connections after the end of the month. Information on the price of excess connections can be found in the manage



subscription section of your Workspace. If you choose not to allow excess connections, the Cludomation Platform will automatically freeze all executions in Productive Mode at the point where they attempt to connect to external systems once your monthly Productive Connections quota has been used up.

## **8 Billing and payment conditions**

**Frequency.** We will invoice you on a monthly basis. Invoices will be issued on the first of each month.

**Due date.** Invoices are due immediately after receipt or latest on the due date stated on the invoice.

**Rounding.** We round all invoice sums to the nearest full Cent.

**Electronic invoices.** Invoices will be issued to you in electronic form. We will email electronic invoices to your Client Administrator.

**Receipt of invoices.** Invoices count as received as soon as they can be accessed under normal circumstances.

**Currency.** Invoices will be issued in Euro. If you pay invoices in a different currency, you are responsible to ensure payment of the correct amounts with consideration of bank fees and conversion rates.

**Fees.** You bear all transfer and banking fees for payments, such as bank fees for international transfers.

**Payment Reference.** You are required to supply a correct Payment Reference as stated on your invoice with your payment to enable us to assign your payment to your Workspace. In the case that you do not supply a correct Payment Reference, we reserve the right to charge a handling fee. All consequences from delays caused by additional effort required to assign your payment are borne by you.

**Late payment.** If you fail to pay invoices on time, we may temporarily suspend access to your Workspace until such time as your outstanding invoices are paid in full. If we temporarily suspend access to your Workspace because of outstanding invoices for more than seven days, we may issue you with Credit at our own discretion for the days of the suspension. Credit will be deducted from the next monthly bill. If you cancel your Subscription Package in the month in which you are issued Credit, you will not receive Credit. Credit cannot be paid out. You have no legal claim to Credit. In case of doubt, any payment received from you will be charged against your oldest outstanding debt.

## **9 Temporary suspension**

**Causes.** We may temporarily suspend access to your Workspace if we determine that:

- Your use of the Cludomation Platform poses a security risk to the Cludomation Platform or any third party,
- Your use of the Cludomation Platform could adversely impact our systems, the systems of other Cludomation Platform users or any third party,



- Your use of the Cloudomation Platform could subject us, our partners, contractors or affiliates to any third party liability,
- Your use of the Cloudomation Platform could be fraudulent,
- You or any User in your Workspace is or was in breach of these Terms,
- You are in breach of your payment obligations as described in the Section "Billing and Payment Conditions",
- You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

Obligations. If we temporarily suspend access to your Workspace you remain responsible for all fees and charges you incur during the period of suspension.

Suspension effects. Temporary suspension of access will freeze all executions in your Workspace. You will still be able to log in to your Workspace and download Content, but you will not be able to create new content or execute Flow Scripts.

Cancellation of Workspaces with temporarily suspended access. Workspaces that have been suspended continuously for more than four weeks can be subject to cancellation in accordance with the notice periods laid out in the section "Term and Termination".

## 10 Connectivity with third party systems

Permissions. You are only allowed to connect to third party systems via the Cloudomation Platform where you have expressed permission to do so. If you have an agreement with the operator of a third party system, this agreement regulates which permissions you have on the third party system. You are not allowed to use the Cloudomation Platform to perform any actions on our or third party systems which are in conflict with applicable law, violate regulations or violate your agreements with the providers or owners of a third party systems.

Compatibility. We make no warranties regarding the continued compatibility of Cloudomation Platform functionality with third party tools and systems. If there are changes in third party tools and systems that lead to incompatibility with Cloudomation Platform features, it is within our sole discretion to decide whether or not Cloudomation Platform features will be adapted to preserve compatibility with third party tools and systems.

## 11 Liability

Limitations. We shall only be liable to you for damage we verifiably cause in cases of intent or gross negligence. This shall also apply mutatis mutandis to damage caused by third parties brought in by us. In case of bodily injuries caused by us, we shall be liable without limitation.

Indirect damages. Liability for indirect damage, e.g. loss of profit, costs related to interruptions of platform availability, data losses or claims of third parties, shall be expressly excluded.

Claims. Claims for damages shall lapse according to legal provisions, however, at the latest after six months starting from the knowledge of the damage and the person responsible for this.



Cessation. Should we fulfil work with the assistance of a third party and any guarantee and/or liability claims arise against this third party therefrom, we shall cede those claims to you.

Exclusions. We specifically exclude liability in the following cases:

- Incorrect use of the Cloudomation Platform,
- Damages incurred through loss of data,
- Damages incurred through loss of or issues with internet connectivity of you or components within your workflows,
- Damages incurred through malware, computer viruses, or attacks from hackers or other third parties,
- Damages incurred through the use of insecure internet connections of you or components within your workflows,
- Damages incurred through bugs or issues within third party software, operating systems, or hardware,
- Damages incurred through factors outside of our reasonable control, including any force majeure events,
- Damages resulting from any actions or inactions of you or any third party,
- Damages incurred through abuses or other behaviors that violate the Terms,
- Damages incurred through attacks on our server infrastructure,
- Damages incurred through advice or information received from third parties, e.g. through public user forums or community support channels.

## 12 Miscellaneous

Governing law. The Terms are subject to Austrian law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Place of fulfilment. Place of fulfilment is Vienna, Austria.

Place of jurisdiction. Exclusive place of jurisdiction for all present and future disputes in relation to these Terms is Vienna. This also applies if you do not have a court of jurisdiction in Austria, if you have no registered offices or place of residence in Austria, or if your place of residence is not known at the time of commencement of a suit.

Severability. Should individual clauses of the contract be or become invalid or not feasible in full or in part, the other clauses shall be and shall remain valid. The invalid or non-feasible clause shall be replaced with a valid one, the intention of which comes as close as possible to the meaning and economic purpose of the invalid one.

No Waivers. The failure by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

Entire Terms. These Terms constitute the entire agreement between us regarding your use of the Cloudomation Platform as Software-as-a-Service (SaaS), and supersede and replace any prior agreements we might have between us regarding your use of the Cloudomation Platform. For use of the Cloudomation Platform on-premise or with an on-premise trial license, additional terms specified in the "Cloudomation on-premise license" apply.

Language. All communications and notices made or given pursuant to these Terms must be in German or English language. For translations of the English language version of these Terms, the English language version of the Terms will control if there is any conflict.