



# Cloudomation Platform

## General Terms and Conditions

### 1 General provisions

These 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 Darnautgasse 6/6, 1120 Vienna, Austria.

The Terms regulate your access to and use of the Cloudomation Platform 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 Cloudomation Platform is a cloud platform for software automation. It consists of two components which are licensed separately: Cloudomation Engine and Cloudomation DevStack.

Cloudomation Engine provides the core functionality of the Cloudomation Platform: Low-level automation specific functionality such as, for example, communication with REST APIs or connection to remote systems via ssh. Cloudomation Engine comprises the Cloudomation Engine User Interface and the Cloudomation Platform APIs.

Cloudomation DevStack is a component of the Cloudomation Platform which provides functionality to deploy and manage Remote Development Environments (RDEs) for software developers. Cloudomation DevStack comprises the DevStack Self-Service Portal as well as a basic set of Content templates to enable deployment and management of RDEs.

The Cloudomation Platform is available as a rental software and constitutes a service that we provide to you. You can use the Cloudomation platform as Software-as-a-Service (“SaaS”), you can commission us to operate the Cloudomation platform on an infrastructure of your choice (on-premise managed service, a special form of SaaS), or you can operate the Cloudomation platform yourself on an infrastructure of your choice (self-hosted on-premise).

### 2 Definitions

“Cloudomation DevStack” or “DevStack” refers to a component of the Cloudomation Platform which provides functionality to deploy and manage Remote Development Environments (RDEs) for software developers. Cloudomation DevStack comprises the DevStack Self-Service Portal as well as a basic set of Content templates to enable deployment and management of RDEs via the DevStack Self-Service Portal. DevStack can be licensed in addition to the Cloudomation Engine component.

“Cloudomation DevStack Self-Service Portal” or “DevStack Self-Service Portal” refers to the web portal provided as part of Cloudomation DevStack license packages that exposes functionality to deploy and manage Remote Development Environments.



“Cloudomation Engine” or “Engine” refers to the core component of the Cloudomation Platform. It provides low-level automation specific functionality such as, for example, communication with REST APIs or connection to remote systems via ssh. Cloudomation Engine comprises the Cloudomation Engine User Interface and the Cloudomation Platform APIs. Additional components can be licensed on top of the Engine component, which is a part of all Cloudomation products. It is also possible to license only the Engine component.

“Cloudomation Engine User Interface” or “Engine User Interface” refers to the web-based user interface for Cloudomation Engine core functionality. Through the Cloudomation Engine User Interface, Users can create, edit, run and debug automated processes, including, but not limited to, automated processes to create and manage Remote Development Environments.

“Cloudomation Platform” means the Cloudomation Platform and all its components, its source code, object code, including, where applicable, executable and non-executable files. This includes the Cloudomation Engine component as well as the Cloudomation DevStack component.

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

“Content” means all user generated content that is stored within your Workspace. Your Content includes your Flow Scripts, settings, files, executions etc. Content can be developed by you or by us.

“Derivative Work” means all products which are derived from the Cloudomation Platform, or of which the Cloudomation Platform is a central component, and which were created by you or on your behalf. Derivative works are, among others, software applications, cloud-based (Software-as-a-Service) applications, or online portals, which are integrated with the Cloudomation Platform.

“Development Mode” is one of two execution modes for Flow Scripts in Cloudomation Engine. 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 Cloudomation Platform.

“Downtime” means that the Cloudomation REST 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 RDE runtime hours” refers to the sum of hours of all RDEs that ran during the current month. Runtime is the time during which an RDE VM exists. It starts when a new RDE is created and ends when the RDE is deleted. Time during which an RDE is paused is not counted as runtime. Runtime hours are counted across all RDEs for all users within one Organization. Each DevStack license includes a quota for monthly RDE runtime hours. To calculate your monthly RDE runtime hours, individual RDE runtimes are tracked, summed up for the month across all RDEs and the total is rounded down to the nearest hour.

“Monthly Uptime” 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. Time periods during which planned maintenance takes place are subtracted from the total number of minutes in a month before calculating the Monthly Uptime and have therefore no effect on the monthly uptime.

“On-premise Workspace” means a Cloudomation Workspace which you operate yourself on an infrastructure of your choice. You can operate an on-premise Workspace in a cloud environment, your own data center, or any other infrastructure of your choice.

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

“Productive Mode” is one of two execution modes for Flow Scripts in Cloudomation Engine. 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 monthly Productive Connections quota.

“Proprietary Information” means all materials that you receive from us which are our intellectual property, including, but not limited to, product documentation, presentations, offers, supporting materials, instructions, scripts, installation files, and all other digital or physical documents or materials that we provide to you.

“RDE deployment and management” refers to functionality facilitating RDE creation, stopping, starting and deletion.

“Remote Development Environments” or “RDEs” refers to environments that are created through the DevStack Self-Service Portal or via the Engine UI or Cloudomation Platform APIs. RDEs are intended to be work environments for software developers that contain software that allows developers to do their work. This typically includes the software or component(s) that the developer is working on. Typically, RDEs are virtual machines. The exact form and content of RDEs is highly customisable and depends on a customer’s requirements. RDEs are not part of the Cloudomation Platform.

“SaaS” is an abbreviation for Software-as-a-Service and means Software which is maintained by a software supplier.

“SaaS Workspace” means a Cloudomation Workspace that we operate for you. This includes cloud Workspaces as well as on-premise managed service Workspaces where we have full access to and control over the infrastructure on which the on-premise managed service Workspace runs.

“SLO” means Service Level Objective and refers to the commitment we make with regards to the monthly uptime of the Cloudomation Platform. The SLO does not extend to environments created through the Cloudomation Platform, notably RDEs but also other environments that are created automatically using Cloudomation Platform functionality.

“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 or a paid Subscription Package.

“Termination Date” is the date at which your Workspace is labeled as canceled.

“Third Party” means all persons or organizations who are not employees, representatives, consultants or contractors of you, or other persons who were explicitly instructed by you to conduct business in your name.

“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.

“Workspace” means your personal workspace on the Cloudomation Platform. You can operate one or several Workspaces in the cloud and on-premise. A Workspace can consist of only a Cloudomation Engine component, and can optionally also include a DevStack component.

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

### **3 Service Level Objective (SLO)**

Service Level Objective. For all Workspaces that are fully hosted and operated by us 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”). The SLO applies exclusively to the availability of the Cloudomation Platform and not to the operational reliability of flow scripts or RDEs.

Notwithstanding the foregoing, you recognize that the internet consists 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 for all Workspaces to which the SLO applies. 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) on-premise managed service and on-premise Workspaces, (b) RDEs and other systems created through the Cloudomation Platform, (c) features and components designated Alpha or Beta, (d) features excluded from the SLO in the associated Documentation, (e) planned and announced maintenance periods, (f) Cloudomation Platform versions which are not the latest released version or the one immediately prior to the latest released version, or (g) 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 Cloudomation Platform in accordance with the Terms; or (v) that resulted from abuses or other behaviors that violate the Terms.

Maintenance. Maintenance of SaaS Workspaces (cloud as well as on-premise managed service) includes regular updates of the operating system, the Cloudomation Platform, as well as of additional software packages which are required for the operation of the Cloudomation Platform. Planned maintenance will be announced with adequate advance notice. Maintenance can lead to temporary unavailability of the Cloudomation Platform. Periods during which planned and announced maintenance takes place are excluded from the basis for calculation of the SLO.

### **4 Support**

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.



Verified support requests. To protect your data we only accept support requests in writing, from verified contact persons and through the following channels:

- Directly via the Cloudomation Platform from a logged in, activated user,
- Via a support channel provided by us, such as an online service desk,
- Via e-mail to [support@cloudomation.com](mailto:support@cloudomation.com) from a verified email address of an activated user of a Cloudomation SaaS Workspace.

Support requests via other channels (e.g. phone) or from unverified persons will not be accepted by us and are excluded from the support conditions laid out in this section.

Your responsibilities. 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. Failure of you to provide information and access to affected systems shall pause timelines until the required information and access is granted to us.

Exclusions. Support requests 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 here.

Support levels. There are different support levels available: Standard- and Premium Support. The terms for Standard and Premium Support in this section apply to you only with respect to the support purchased by you.

Standard Support timelines. We will respond to support requests within 24 business hours. Response to a support request does not constitute resolution. We make no representations as to resolution timelines. Response times are independent of support request type and severity.

Premium Support timelines. The following timelines will be applied for Premium Support:

Type	Severity	First response timeline in business hours	Resolution timeline in business hours
Bug	Highest	4	12
Bug	High	8	16
Bug	Medium, Low, Lowest	8	-
Support	-	8	-
New Feature	-	8	-

## Definitions

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

First response: we have responded to the support request and acknowledged its type and severity. Timelines apply only to support requests for which we have acknowledged the type and severity.



## Types

**Bug:** an issue that prevents use of Cloudomation Platform features comparable to use of Cloudomation 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.

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

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

## Severity

**Highest:** Represents a complete loss of access to the Cloudomation 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 Cloudomation Platform with severe impact to your business and no workaround exists.

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

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

## Resolution

**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 Cloudomation Platform shall constitute a resolution, irrespective of ease of use.

**Support:** You have been supplied with sufficient information to answer your question or resolve your support request.

**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.

## 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.

**Supported versions.** Support is only available for the latest Cloudomation version as well as the one immediately preceding the latest Cloudomation version. Older and newer (beta / pre-release) versions are excluded from support.

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

- Development, modification and maintenance of Flow Scripts, for example but not limited to: error analysis and -recovery in Flow Scripts, adaptation of Flow Scripts which are necessary after breaking changes in newer Cloudomation versions, as well as any other adaptations or changes to Flow Scripts independently of whether we or you developed the Flow Script.
- Development, modification and maintenance of any other content that can be used on the Cloudomation Platform, such as, for example but not limited to: wrappers, schedules, plugins etc.
- Error analysis and recovery of RDEs which were deployed through the Cloudomation Platform.
- Services caused by alterations to third party software, interfaces, or operating systems.
- Individual adjustments and/or new programming by us to fulfill 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, losses or damage caused either directly or indirectly by actions or defaults during operation by you or third parties.
- Data conversion, recovery of data sets and interface adaptations.

## 5 Your responsibilities

**Usage.** You may use the Cloudomation Platform for legitimate business purposes. You may not sell, resell, rent, lease, transfer, loan, license, sublicense or otherwise make available to third parties the Cloudomation Platform, Proprietary Information, or Derivative Works.

You may not modify, change, alter, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Cloudomation Platform. You may not use the Cloudomation Platform or Proprietary Information to: (i) create a competitive product or service, (ii) create a product with similar ideas, features, functionality or graphics to the Cloudomation Platform, (iii) create a derivative work based on the Cloudomation Platform, except for legitimate business purposes, (iv) copy any functionality, features or graphics of the Cloudomation platform.

**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.

**Your Workspaces.** Except to the extent caused by our breach of these Terms 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). We and our contractors and associates are not responsible for unauthorized 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.

**Content provided by us.** Content provided by us includes, for example, but not limited to, bundles that can be installed through the bundle manager in your Workspace, and Content we develop on your behalf. Any Content provided by us becomes your Content once you load it into your Workspace. While we undertake economically reasonable effort to provide Content of high quality, we do not guarantee the safety or fitness for purpose of any Content provided by us. You are required to inspect Content provided by us prior to using it. Particularly all aspects related to your infrastructure, your third party systems, your custom automated processes, and other factors unique to your Organization and your Workspace, have to be checked by you prior to using any Content provided by us.

**Data processing.** If you store and process personal data of European residents on the Cloudomation 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 Cloudomation 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 unauthorized access, and routinely archiving your Content. You are encouraged to keep backups of the Content you store or process on the Cloudomation Platform. You are required to encrypt sensitive or personal Content while in transit through the Cloudomation Platform.

**Log-In credentials and API keys.** Log-in credentials and API keys for the Cloudomation 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 obligations 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.

**Contact information.** You are required to supply valid email addresses for all Users in your Workspaces. If the email addresses of your Users change, you are required to inform us, e.g. by changing the email addresses in the user settings on the Cloudomation Platform. Any communication sent to the email addresses given for Users will be considered received, also in the case that you do not receive it because you provided an incorrect email address, or failed to inform us about changes of email addresses.

**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.

**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 Cloudomation Platform is not restricted in terms of number of devices, Users, or concurrent usage.





**Intended use.** The Cloudomation 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 with 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 Cloudomation Platform could result in direct bodily harm.

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

## 6 Our intellectual property

**Ownership and copyright.** We reserve the entire and exclusive legal right to the Cloudomation Platform and Proprietary Information, including derivative works, copyright and all other applicable property rights. You may not take any action that violates these rights. The Cloudomation Platform and Proprietary Information are protected by international laws, rules, guidelines and treaties. All rights not expressly granted herein are reserved by us.

**Confidentiality.** You expressly agree and acknowledge that the Cloudomation Platform and Proprietary Information constitute valuable, confidential intellectual property of ours. You may not use or disclose the Cloudomation Platform or Proprietary Information without our express written consent, except for disclosure to and subsequent use by Users with a legitimate interest, provided that such Users are subject to confidentiality agreements with you that establish at least equivalent confidentiality requirements with respect to Proprietary Information as those set forth in these terms. You expressly agree that you will use at least the same degree of care to protect our Proprietary Information as you use to protect your own Proprietary Information, and in no event less than reasonable care.

## 7 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.

**Notice periods for Subscription Packages.** You can cancel your Subscription Package any time with the last calendar day of the current month. We can cancel your Subscription Packages partially or in full any time with the last calendar day of the current month. Supplemental agreements may be made that extend the notice periods from your side and ours.

**End of term.** After the end of the term of your Subscription Packages, you are obligated to completely delete all Cloudomation on-premise Workspaces including all backup copies as well as Proprietary Information and to completely return all received documents to us. This also applies to any transcripts as well as complete or partial representations of the Cloudomation Platform and Proprietary Information on data carriers of any form. You are obliged to confirm the deletion to us in writing within five working days after the end of the term.

**Deletion of SaaS Workspaces.** Upon cancellation of your last valid Subscription Package, your Workspace will be marked as canceled. Canceled 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.



## 8 Changes

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

To the Cloudomation 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 inform you of any changes via email. If you do not object to the changes within four weeks of the email, the changes become part of the contract between us. We will notify you of this and the four week objection period in the email informing you of the changes. If you object to the changes within the four week objection period, this automatically terminates our contract.

## 9 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 Cloudomation Platform requires an active Cloudomation Subscription Package. A Subscription Package includes:

- The right to use one or several Cloudomation Workspaces, which you can obtain as SaaS or operate yourself on infrastructure of your choice,
- A quota of Productive Connections per calendar month, as well as
- A maximum amount of storage for your Content.

Optionally, your Subscription Package can include the Cloudomation DevStack component with:

- The right to use the DevStack Self-Service Portal, and
- A quota of monthly RDE runtime hours.

In addition you can choose additional options such as, for example, on-premise managed service. Details on prices and content of your active Subscription Package can be found on your invoices.

**Trial Subscription Package.** Upon creation of a new Workspace on the Cloudomation Platform, we may issue you with a free Trial Subscription Package. Conditions of the free Trial Subscription Package, specifically amount of Productive Connections and amount of RDE runtime hours 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 organization). 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 Cloudomation Platform, and not productive use. The Trial Subscription Package does not include 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 receive the full amount of Productive Connections and RDE runtime hours 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.

**Fair Use.** In accordance with the fair use principle, you are allowed to exceed your monthly Productive Connection and RDE runtime hours quotas. One-time and limited over-use will be accepted under fair use. Should you exceed your monthly quotas repeatedly or by a large margin, we will get in touch with you to arrange an upgrade to a larger subscription package.

**Connection Reports.** In order to check compliance with license terms, we monitor your monthly Productive Connection usage. For cloud Workspaces, Connection usage is fetched directly from the Workspace. For self-hosted and managed on-premise Workspaces, the Workspace creates a Connection report which is fetched automatically by us on a monthly basis. For self-hosted on-premise Workspaces, you can choose not to allow fetching of the Connections report. In this case, your Workspace will enforce your monthly Productive Connection quota. Once your monthly Productive Connections quota is used up, any additional executions will be paused at the point where they try to connect to an external system. Executions automatically resume once there are Productive Connections available again.

**RDE runtime hours report.** In order to check compliance with license terms, we monitor the runtime of RDEs. Each Clouddomation Workspace generates an RDE runtime hours report. For managed workspaces, we fetch this report automatically on a monthly basis. For self-hosted workspaces, we will agree with you on a license check mechanism which will be specified in your offer.

## **10 Billing and payment conditions**

**Frequency.** You can choose between monthly, quarterly or yearly billing of your Subscription Package.

**Advance payment.** Subscription Packages have to be paid in advance. For example, if you choose monthly billing, we will invoice you at the beginning of each calendar month for your Subscription Package for that month.

**Professional Services.** Payment conditions for professional services will be agreed upon with you separately and can be found on your offers and invoices.

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

**Electronic invoices.** Invoices will be issued to you in electronic form.

**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.

## 11 Temporary suspension

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

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

## 12 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 system.

**Security.** You are responsible for ensuring that connections with third party systems through the Cloudomation Platform are secure. You are required to follow industry best practices and to use all



available Cloudomation Platform functionality designed to ensure secure connections, such as, for example but not limited to, using encrypted protocols, using a secret store for sensitive information, using a minimum set of permissions for connection to third party systems via the Cloudomation Platform, regularly rotating secrets, always using the most secure option for connectivity and authentication that is supported by the third party system.

Risk to third party systems. You are required to follow industry best-practices to reduce risks such as, for example but not limited to, data loss or leakage, damage to third party systems or unforeseen cost. You are required to take precautionary measures such as, for example but not limited to:

- Encryption of data while in transit through the Cludomation Platform,
- Usage of limits for data size and request frequency to prevent overloading third-party systems,
- Usage of limits for any action that incurs cost, such as, for example but not limited to, creation of RDEs,
- Implementing automated cleanup and recovery mechanisms where possible, for example, but not limited to, automatic hibernation of RDEs after a given time,
- Usage of monitoring and notification, supporting functionality for which is available on the Cloudomation Platform, to ensure you become aware of potential issues,
- Implementing robust internal processes to monitor automations, and to respond in case of an issue.

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.

## 13 Third party software

HashiCorp Vault. For SaaS Workspaces, we offer to provide you with a HashiCorp Vault on request for secure storage of sensitive information such as passwords. The HashiCorp Vault is subject to the Mozilla Public License, version 2.0, available at <http://mozilla.org/MPL/2.0/>. The terms of this license apply solely to the Vault software, which may be used as a separate component alongside the Cloudomation platform. The Vault Connector and other Vault functionality of the Cloudomation Platform are for connection to the Vault only and are not a modification of the Vault Software.

Oracle Connector. The Oracle Connector is based on Oracle Instant Client, a product of Oracle America Inc. By using the Oracle Connector, you agree to the terms of the "Oracle Technology Network Development and Distribution License Terms for Instant Client", available here: <https://www.oracle.com/downloads/licenses/instant-client-lic.html>.

## 14 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 fulfill 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 failure of you to comply with your responsibilities as laid out in the Terms,
- 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.

## 14 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 Agreement. These Terms constitute the entire agreement between you and us with respect to your use of the Cloudomation Platform and supersede and replace any prior agreements that may exist between us with respect to your use of the Cloudomation Platform.

Language. All messages and notices regarding these Terms must be in German or English. The German language version of the Terms shall prevail over any translations, and in the event of a dispute, the German language version of the Terms shall prevail.