

# Pipeliner CRM Standard Business Terms & Conditions

These terms and conditions, incorporating a web-user and privacy statement, shall apply to any and all agreements by and between Pipelinersales Corporation a private limited company incorporated under the laws of United States of America and with its principal place of business at P. O. Box 492 Pacific Palisades, CA 90272, United States of America, also trading under the name of Pipeliner (“Uptime” or “Pipeliner” or “we” or “our” or “us”) and you (“Customer” or “you”) where Pipeliner supplies goods and services to its customers, including a free trial. The agreements and these terms and conditions are together the “Contract”. The Contract forms the entire agreement between Pipeliner and its customers relating to the goods and services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. The headings and the title in the Contract or any other communication are included to make it easier to read but do not form part of the Contract.

Read the content and all provisions of the Terms carefully before selecting “I agree” when asked to do so. By so accepting the Terms, you are consenting to be bound by all provisions of the Terms. If you are not willing to be bound by the Terms, select “I disagree” when asked to accept them.

# Contents

1. Definitions	3
2. Scope	4
3. Conclusion of a Contract	5
4. Subject matter	5
5. Provision and use of Software and Services	6
6. Delivery of Products and Services	8
7. Fees and other payments	9
8. Retention of title and other security and ownership interests	9
9. Duties of Customer	10
10. Merchant provisions	11
11. Website information	11
12. Privacy	12
13. Data Protection	13
14. Data Processing Contract	14
15. Warranties and Limitation of Liability	15
16. Notices and Communication	16
17. Miscellaneous	17

# 1. Definitions

**The following definitions shall apply for the scope of these terms and conditions:**

**Access** – means access to a Service by use of a browser and/or with the aid of a Login

**Administration Users** – means individuals specifically designated as administration Users by the Customer.

**Computer** – means any device that is able to process data with the assistance of a programmable calculation specification.

**Consumer** – means any natural person who is provided with any Products or Services of Pipeliner for personal use.

**Contract** – means any contract for sale and purchase of Products or Services between Pipeliner and the Customer.

**Customer** – means a Consumer and/or an Enterprise supplied with the Products or Services of Pipeliner.

**Enterprise** – means any natural person, legal entity or partnership or other legal form having capacity that is not engaged in personal or familial usage in ordering or receiving Products or Services of Pipeliner while performing its commercial or independent professional or other work.

**Fee** – means the price or the License fee to be paid by a single Customer for each License to use Products and Services of Pipeliner.

**Free Trial** – means the ability of the Customer to use the Products and Services on a trial basis for a limited period of time free of charge.

**Free Trial Period** – means the earlier of **(a)** the end of the free trial period for which the Customer has registered or is registering to use the applicable Products or Services or **(b)** the start date

on which the Customer purchased the Product or Service. Pipeliner is free to limit the trial periods for each Product and Service at its sole and absolute discretion.

**Hosted Data** – means all data and information maintained or stored within the hosted Product.

**Hosting Services** – means the Product and/or Services that the Customer is licensing.

**Incident** – means any question relating to a specific, discrete issue or problem that can be answered by its origin to a single cause.

**License** – means the right of the Customer to use the Products and Services subject to the standard business terms and conditions and in accordance with the relevant end user license and/or service level agreement applicable as at the date of the conclusion of the relevant agreement. The License shall stipulate the nature and scope of the right to use the Products or Services. For those Products for which an Update Service is provided, the License shall also constitute the right of the Customer to receive ongoing Updates/-Upgrades during the term of the License period, if any, for the Software provided.

**Login** – means entering of identifier information into a Managed Service by Customer in order to access that Managed Service.

**Merchant** – means a Customer to whom Products and Services are provided expressly for the purpose of an onward or resale.

**Order Document** – means the written confirmation (usually in form of an invoice) provided by Pipeliner to the Customer setting out the specific Products and/or Services which the Customer is licensing from Pipeliner and the Fee payable for each Product and/or Service.

**Product** – means any Pipeliner Software.

**Service** – means a software application managed by Pipeliner and deployed with a Customer over the internet with or without the aid of a Login.

**Software** – means Pipeliner programmes in their object code, including any and all Updates and Upgrades thereof that Pipeliner makes available from time to time. Unless stated otherwise, the Software offered by Pipeliner is a multiple user version of the Software and hosted by Pipeliner unless specifically set up otherwise with the prior consent of Pipeliner.

**Support** – means a Service which Pipeliner offers to Customers inquiring for help desk support for Products of Services.

**Terms** – means the terms and conditions set out in these terms and conditions, as amended, altered, updated or otherwise restated by Pipeliner from time to time.

**Update and Upgrade** – means the updating of the Software. Classification of the updating as an Update or Upgrade is at the sole discretion of Pipeliner.

**Update Service** – means the ongoing updating of a Software through Updates and/or Upgrades and the provision of such Update and Upgrades to the Customer by Pipeliner. Some Software may require the Update Service for functional use. Pipeliner may at its sole and absolute discretion render services under its Update Service as an Update or an Upgrade.

**User** – means the authorized, non-current user designated by the Customer having Access to the Software.

**Virtual Community** – means an online community of Users that (i) contains a collective, shared repository for user, group data, and search functionality, and (ii) permits Access to the underlying database by only one unique instance of the Software.

Headings to any of the terms and conditions are included to facilitate reference only and shall not affect the construction hereof.

## 2. Scope

The Terms set out the legal framework and shall apply to any and all Contracts by Pipeliner with its Customer concerning the delivery and maintenance of its Products and/or Services, in particular, the provision of Software and its Updates, Upgrades, Services and the rendering of related service, support and advice. The Terms shall also apply to visitors using the website of Pipeliner, Customers using Products and Services during a Free Trial during the Free Trial Period and shall regulate all other contractual relationships between Pipeliner and its customers until a Contact has been agreed. The Terms shall apply to both Enterprise and Consumers.

If the Customer is an Enterprise, the Terms shall also apply to any and all future agreements between Pipeliner and the Customer without any further reference to them.

In addition to the Terms, other relevant end user license agreements between Pipeliner and the Customer shall be applicable to any use of Products and in case of Services, the relevant service level agreement(s) shall be applicable in addition to the Terms. In case of any conflict between the Terms and/or any other end user license agreement and/or any service level agreement, the provisions of the Terms shall prevail.

The Terms apply exclusively and shall prevail over any other general terms and conditions of the Customer without any reservation even if the same have been communicated to Pipeliner, except where Pipeliner has approved them in writing. The Terms shall also apply to all cases where Pipeliner provides its Products and/or Services to the Customer without any reservations and with the knowledge of contradicting or differing terms of the Customer.

The Terms shall also be applicable for all Products and/or Services provided by Pipeliner to Customer for which no consideration is due, including during the Free Trial Period. Pipeliner reserves its right to change, update, amend or modify the Terms at any time. Such changes will be notified to the Customer in writing (e-mail shall be sufficient for this purpose) or by posting a relevant notice on the website of Pipeliner. The Customer may object to the notified changes. If the Customer does not object to notified changes or any part thereof, within 4 (four) weeks after receipt of the notification ("Objection Period"), the notified changes will be deemed as fully accepted by the Customer. If the Customer objects to the notified changes within the Objection Period, the Contract will continue on the present Terms. Objections, notifications and other notices by the Customer to Pipeliner shall be sent to the corporate address of Pipeliner as set out in the website of Pipeliner.

### 3. Conclusion of a Contract

The presentation of any Products and Services by Pipeliner on the internet and in prospectuses, catalogues or other product or information brochures shall solely serve to inform and guide the Customer only. They shall not constitute any binding offer by Pipeliner, but merely an opportunity for the Customer to make a binding contractual offer in the form of an order.

A legally binding Contract between Pipeliner and the Customer shall only be concluded if the Customer places an order and Pipeliner accepts such order by way of a written order confirmation (an e-mail shall be sufficient for the purpose) or the provision of Product and/or Service by Pipeliner to the Customer, for example, per download or the provision of a Login.

Any and all orders accepted by Pipeliner are subject to the Terms and the applicable license agreements, if any, and/or, the applicable service level agreement,

if any. If Products and/or Services are accessed by electronic means, the Customer may accept the Terms by clicking on the "I accept" button or by completing and sending the order form on the website of Pipeliner, which contains and refers to the Terms valid at that time.

If the Customer does not accept the Terms, it must refrain from installing, copying or otherwise using the Product and Services accessed by electronic means. Should the Customer be entitled to withdraw from the Contract based on any applicable statutory rights and should the Customer utilize this right within the relevant statutory period, the applicable license agreement, if any, and/or the relevant service level agreement, if any, shall be withdrawn at the same time.

Any deviations from and modifications to the Terms must be expressly agreed between the parties in writing. For Pipeliner these shall only be valid, when executed by authorized employees or legal representative.

### 4. Subject matter

The subject matter of any Contracts which are concluded subject to the Terms between the Customer and Pipeliner shall be the right of the Customer to use the Products and/or Services provided by Pipeliner in accordance with the Terms and the relevant end user license agreement, if any, and/or the relevant service level agreement, if any. Upon payment of the agreed Fee, the Customer shall be granted with these the relevant right(s) of use.

For Products for which an Update Service is available, the License shall include (i) a non-exclusive, non-transferable right to use the Software free of charge for the term of License, and (ii) a right to access the Update Service during the term of the License against payment, whichever is applicable. For Products for which no Update Service is provided, the License shall include a non-exclusive,

non-transferable right to use the Product against payment for the term of the License.

Any and all other rights to the Products and Services, in particular the legal or equitable title, and any and all other rights of publication, reproduction, processing, translation and other exploitation rights, shall be remain with Pipeliner.

If any Contract has been withdrawn, rescinded or terminated for whatever reason or at the end of the Free Trial Period, the Customer's License for the Products or Services shall be terminated forthwith. The Customer shall receive no further Updates and/or Upgrades from Pipeliner and will not be granted further Access to any systems or receive Services. The Customer shall dispose of all Products, in particular, the original data carriers, any backup copies and the Software data files stored on its Computer system. Pipeliner may demand written confirmation from the Customer declaring that the data has been deleted in full from all its relevant systems.

Products or Services provided by Pipeliner may have specific product specifications and minimum operating requirements for the operating system with which the Software or Service is compatible and for which these are supported by Pipeliner. Software or Services may not be compatible or usable with operating systems which are not specified in the relevant product description and specifications. Therefore the production specifications for Software and Services form an integral part of the relevant Contract and they will be published on the website of Pipeliner or shall be available upon written request.

## 5. Provision and use of Software and Services

When using the Products and Services, the Customer shall at all times comply with the Terms as well as the terms of use of any license agreement, if any,

and/or any service level agreement applicable at the time of concluding the relevant Contract.

Unless expressly set forth in any Order Document, Pipeliner grants to the Customer a limited, worldwide, non-exclusive, non-transferable License to permit the User to access, use, perform and display the Product through the Hosting Services in connection with the creation and maintenance of a single Virtual Community (a cloud computing service). The License and Hosting Services term for any Product and/or Services obtained from Pipeliner through cloud computing services will be for an initial period of 12 (twelve) months and will automatically renew for successive terms of 12 (twelve) months each at the then current Fees and existing number of licenses unless either party provides a written objection for automatic renewal at least 30 (thirty) days prior to the end of the end current term.

Should a Customer acquire more than one License, all new Licenses will expire on the same date as the first License and will be renewed thereafter for joint successive terms of 12 (twelve) months each at the then current Fees in accordance with the terms and conditions of this Agreement.

Pipeliner utilizes in-house cloud computing services. However, Pipeliner may consider and shall hereby have the right to utilize from time to time a third party to provide Hosting Services. Administration Users will have access to a restricted-access administrative interface feature which allows for configuration, management and monitoring of and restricting access to the Product. The Customer is solely responsible for all actions taken by the Administration User or through use of the passwords provided to such Administration User.

Hosted Data will be accessible via all Users in the Virtual Community unless otherwise configured by the Administration User. The Customer is solely responsible for the content and use of all Hosted Data and will indemnify Pipeliner for any losses incurred as a result of such Hosted Data. The customer and its user(s) agree to comply with all data uploading restrictions enforced by the governing

laws, rules or regulations within their jurisdiction. Examples of this might include GDPR regulations, HIPAA regulations, and any other such laws that restrict the uploading of personally identifiable information. This is to ensure that no such data might be misused by any member of the Customer's staff. As all data is secured to GDPR standards, Pipeliner staff have no access to any of the Customer's data. Only Customer staff who have been assigned a login and password by the Customer's System Administrator for Pipeliner CRM have access to the data. The Customer and all Users will comply and will otherwise use the Product and Hosting Services in compliance with all applicable laws and regulations and in a manner that does not violate or infringe any rights of any third party. The Customer is responsible for establishing and enforcing terms of use and privacy policies for the Virtual Community.

The Software and Services must not be reproduced, disassembled, translated or decompiled (i.e. re-compilation into the source code), unless expressly permitted by the relevant license agreement. If the Customer wishes to reverse engineer, translate, decompile or disassemble the Software or Services ("De-compilation") for the purpose of achieving interoperability with other computer programs used by the Customer, the Customer shall immediately contact Pipeliner before De-compilation of the Software or the Service and request the provision of the respective information necessary for the achievement of such interoperability. Pipeliner may at its sole and absolute discretion refuse De-compilation by a Customer.

The Customer may not rent, lease or loan the Software or Services or provide any commercial hosting services by means of the Software or Service. Customers are not permitted to use the Software or Services of Pipeliner for purposes other than processing their own data. Customers are permitted to acquire and use the Software and Services solely for the purpose of gaining their own competitive advantage.

Products or Services for which no special License for use on several computers is available, its use

shall be solely restricted to the use on one computer of the Customer at any one time. For this purpose, the Customer may use any computer available that meets the system requirements and for which the License has been granted. For Products and Services for which product specifications provide special Licenses for multiple usage, multiple usage shall be permissible only if and to the extent that the Customer was granted the relevant type and/or number of Licenses by Pipeliner. Unless explicitly granted in the relevant License, the Customer shall not have the right to access the Software or Services by simultaneous or multiple use of the same Login.

Estimates of time for completion of the installation of any Product or Services are only estimates and Pipeliner takes no responsibility for any delay in the provision of services caused by factors outside its control. The Customer shall use all reasonable skills, care and attention to ensure that all information Pipeliner may reasonably require for the provision of any Product or Services is provided on a timely basis and is accurate and complete. The Customer shall also notify Pipeliner if it subsequently learns that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

Pipeliner undertakes to make all reasonable efforts for the Customer to have access and make use of specific Products and Services available 24 (twenty-four) hours a day, provided such service availability has been specifically agreed in the relevant license agreement. Pipeliner reserves the right to block access to the Software and Services for the purpose of necessary and regular system maintenance or if there is an imminent danger to the overall provision of the Software or Service. No liability is accepted for any system failure due to events beyond the reasonable control of Pipeliner, in particular, force majeure, natural disaster or failures caused by internet providers.

Pipeliner reserves all its rights on any claims or actions resulting from any unauthorized use of Products and/or Services by the Customer, including but not limited to, copyright claims and compensatory damages claims. Unauthorized use by the Customer

may lead to criminal prosecution under the relevant laws. The provisions of this clause concerning reproduction and disclosure shall apply mutatis mutandis for the user handbooks and other documents, if any, pertaining to the Products and Services provided by Pipelinor. Reference is also made to any supplementary terms and conditions of use under the license agreement, if any, and/or any service level agreement, if any.

Subject to any other terms and conditions specifically agreed between the parties and in consideration of any Fees, if any, agreed in advance between the parties, Pipelinor shall offer from time to time support services for Incidents to the Customer in relation to any Product or Service of Pipelinor.

**The additional support services may include:**

- Answering additional Customer installation questions (over and above reasonable first steps and installation pre-requisites).
- Setting up and configuring the Software (over and above reasonable first steps).
- Remote problem diagnosis and technical telephone support.
- Optimization and customization of the Software (over and above reasonable first steps).
- Interpreting and isolating problems in relation to the usage of the Software.
- Any interconnectivity issues with third party systems used by the Customer.
- Any compatibility issues with third party systems used by the Customer.
- Any network connections of the Customer.
- Any changes relating to the Access or usage of the Software by any User or Administration User.
- Any other services agreed to between the parties which ensure the good operating conditions of the Product.

Unless otherwise specified, no support service shall be provided by Pipelinor to the Customer for any damage or failure of the Product caused by **(i)** use of any products not provided by Pipelinor, **(ii)** unusual site conditions, **(iii)** neglect, improper use, fire or

water damage, electrical disturbances, transportation by Customer, **(iv)** work or modifications carried by employees or any third party retained by Customer, **(v)** inability of third party products used in Customer systems environment to correctly process, provide or receive data, or the inability of these products to properly exchange data with any Products provided by Pipelinor.

No support service shall be provided by Pipelinor of whatsoever kind in relation to any products and services provided to the Customer by third party suppliers and Pipelinor shall not be liable for the compatibility, performance or non-performance of third party suppliers, their products or their services.

## 6. Delivery of Products and Services

The delivery obligations by Pipelinor shall be solely governed by **(i)** the specific order confirmation from Pipelinor, **(ii)** the Terms, **(iii)** the relevant license agreements, and **(iv)** the relevant service level applicable (if applicable) unless agreed otherwise between the parties in writing. Pipelinor may render partial deliveries where a partial delivery is reasonable for the Customer and does not materially and adversely impair the interests of the Customer.

Deviations of the delivered Products and/or Services from the documentation shall be permitted provided they are reasonable for and acceptable to the Customer and the material performance of the Product or Service required under the relevant agreement is met in full. Pipelinor reserves its right to make technical changes to the Products and/or Services which enhance their operability and performance or which are necessary for the operability of the Products and/or Services.

Should the ordered Products and/or Services be replaced by new Products and/or Services in the product range or model variants of Pipelinor and such new Products and/or Services render



the qualities required under the relevant agreement just as well or better, Pipeliner has the right to deliver such new Products and/or Services instead of the ordered Products and/or Services.

Should Products be shipped at the request of the Customer by post, mail or other physical forms of delivery, the risk for damage and loss shall pass to the Customer upon release for shipment by Pipeliner. In the event of a download of the Software by a Customer, such risk shall pass to the Customer as soon as the Customer has received the necessary license.

Should the performance of any Product or Service be delayed beyond the date confirmed by Pipeliner, rights for late performance may only be asserted following the expiry of a reasonable grace period of no less than 2 (two) weeks set by the Customer, unless the Customer proves that all commercial interests of the Customer have lapsed entirely due to the delay. Should Pipeliner be in default with its delivery or should delivery become impossible for Pipeliner, Pipeliner shall only be liable for any direct and reasonable costs resulting from gross negligence or intentional misconduct of Pipeliner. If timely delivery is prevented by circumstances that are not just temporary or do not fall within scope of influence of Pipeliner (in particular, in the event of a strike, lock-out, unavailability of materials, force majeure, transport hindrances, plant closures or unavailability of internet connection), Pipeliner or the Customer may rescind the Contract if either cannot be expected to be bound by it any longer, without giving rise to any obligation to render compensatory damages to the other party.

## 7. Fees and other payments

Should any Fees or expenses become payable by the Customer to Pipeliner, they will be set out in the relevant Contract and shall be payable annually in advance unless specified otherwise.

Time for payment of fees and expenses shall be of the essence. If Pipeliner does not receive payment within 7 (seven) days of the invoice or due date, Pipeliner shall be entitled, without any prejudice to any other rights what Pipeliner may have, to charge a commercial rate of interest on the outstanding fees and expenses and, after 30 (thirty) days from the invoice or due date, to suspend provision of all services until all sums due are paid in full. The Customer shall be solely responsible for work and fees of any other party engaged by it in connection with any Products or Services provided by Pipeliner, regardless of whether such party was introduced to the Customer by Pipeliner. Except as provided in the Contract, and/or the license agreement, if any, and/or the service level agreement, if any, Pipeliner shall not be responsible for providing or reviewing specialist advice or services.

All sums due in connection with any Product or Services will be subject to the payment of consumption, value-added or other relevant or comparable tax, where applicable.

Any extension of credit allowed by Pipeliner to the Customer may be changed or withdrawn at any time. Should the credit worthiness of a Purchaser have deteriorated prior to delivery of the Products, Pipeliner may require full or partial payment, or the security for payment by the Customer in a form acceptable to Pipeliner.

If the Customer agrees to pay for any fees or expenses by credit card or direct debit (whether on a fixed or variable basis), the Customer must ensure that sufficient credit is or sufficient funds are available, otherwise if the Customer fails to pay, Pipeliner may add a surcharge in addition to any other remedies Pipeliner has under the Term or any relevant license agreement, if any, or any relevant service level agreement, if any.

All fees as outlined in the contract must be paid. Fees are based on subscriptions purchased and not utilization. Furthermore payments cannot be cancelled and are non-refundable. Subscription quantities cannot be reduced during the term of the contract.

Fees may increase due to inflation or other circumstances subsequent to the initial term of the Contract. The necessity of any price increase shall be determined at the sole and absolute discretion of Pipeliner.

## 8. Retention of title and other security and ownership interests

**Should any Product or Services provided by Pipeliner to a Customer or a Merchant become subject to a one-off or regular payment, the following shall apply:**

(i) Pipeliner shall retain full and unrestricted title in any delivered Products or Services until payment in full has been received. The provisions of the Terms pursuant to which the Customer or Merchant acquires no title, shall remain unaffected thereby.

(ii) Should the Customer or Merchant sell the Product provided by Pipeliner before the Customer or Merchant has itself paid any fee or made any payment to Pipeliner, the Customer or Merchant and Pipeliner agree that the receivables from the onward or resale shall be irrevocable assigned to Pipeliner. Should the Products or Services be provided together with other items, the assignment of the receivables shall be limited to the value of Products and Services provided by Pipeliner. Pipeliner may demand that the relevant Customer or Merchant immediately notifies the debtor(s) of such assignment. The Customer or Merchant shall formally assign the receivables – if necessary to perfect such an assigned – upon request from Pipeliner at any time and the relevant costs shall be for the account of the Customer or Merchant.

(iii) Assertion of the retention of title by Pipeliner shall not constitute rescission of the Contract

unless Pipeliner expressly advises the Customer or Merchant thereof.

(iv) The rights of a Customer or Merchant to continue using or reselling the Products and Services shall lapse upon assertion of the retention of title by Pipeliner. Any and all backup copies made by the Customer or Merchant for their respective own use must be returned to Pipeliner or deleted by the Customer or Merchant.

## 9. Duties of Customer

The Customer acknowledges that it is impossible, under the current state of technology, to develop data processing programmes which are completely faultless under all service conditions. Hence, the due and proper use of the Products and/or Services may require the installation of all Updates/ Upgrades for the respective Software or Services by the Customer or Pipeliner. Pipeliner reserves the right to Update/ Upgrade the customer to the most recent product version. If the Customer has not installed the current Updates/ Upgrades of Pipeliner, the protection of the Software or Services against computer viruses and other malware (e.g. any software and other dataset which may cause damage or undesirable functions in the Computer or in the system of a user) may be materially impaired. In certain cases installation of the Software (supported product versions) or Service and its Updates/ Upgrades as well as regular downloading of the full and current Updates/ Upgrades shall be the sole responsibility of the Customer. You agree that Pipeliner may automatically download and install Updates/ Upgrades onto your device(s) or computer.

The Customer shall familiarize itself with the key functions of the Products and Services acquired or obtained and shall bear the entire risk as to whether the Product or Service meets the individual requirements and needs of the Customer. The setup of a functional hardware and software environment for the Product or Service, subject to the relevant agreement, shall be the sole responsibility of

the Customer. The same shall apply to regular data backup within the electronic data or data storage systems of the Customer.

The Customer shall comply with any advice rendered from time to time by Pipelinier, its agents and employees, concerning installation of the Product or Service, any updates thereof by way of Updates, Upgrades and its operation. The Customer shall regularly consult the website of Pipelinier (for the time being [www.pipelinersales.com](http://www.pipelinersales.com)) in order to receive and obtain current advice from Pipelinier and shall take this onus into account while operating the Software and Service.

The Customer shall install the Software or Service at its own responsibility and cost. This shall also apply if certain Updates/ Upgrades and releases require a new installation of the Software or Service during any agreed License terms, if any.

The Customer shall book and consume Pipelinier-delivered training hours within 90 days of the date said customer goes live on Pipelinier CRM. After 90 days customer acknowledges that unused training hours will expire.

Risk in and the insurance of the Products and Services becomes the liability of the Purchaser as soon as the Products are delivered to the Customer, either at the premises of the Customer or when the Customer has completed the download of the Software or Service from the website of Pipelinier.

The Customer is solely responsible for the accuracy, quality, integrity and lawfulness of its own data and the lawfulness of the means by which it acquired the Products or Services. The Customer shall make all reasonable effort to prevent unauthorized access to or the unauthorized use of the Software and Services by third parties and shall inform Pipelinier without delay of any such unauthorized access or use. The Customer shall not make the Software and Services accessible to other users or sell, resell, rent or lease or use them to transmit or store illegal, offensive or other unlawful or unauthorized data material or to infringe third parties' rights.

The Customer shall not use the Software and Services to store or transmit malicious software or to otherwise try to gain unauthorized access to Software or Services provided by Pipelinier or seek unauthorized access to systems or networks linked to the systems provided by Pipelinier.

The Customer shall notify Pipelinier without undue delay of any changes to its e-mail address and other contact details for Pipelinier to be able to send to the Customer security and other relevant information for the use of the Software and Services. Pipelinier shall not be liable for any damages resulting from the Customer's failure of complying with its notification obligations.

## 10. Merchant provisions

If Products and/or Services are provided to a Merchant, the Merchant may pass the License on to a third party purchaser. In the event of an onward or resale, the release key or similar authentication measures issued by Pipelinier (e.g. License numbers, Logins, or any other sequence of numbers, letter and/or symbols which must be entered into the Computer for some Software or Service during their initial installation) shall be stated in the invoice.

The Merchant shall not grant to its Customers any rights in the Products and/or Services other than those permitted pursuant to these standard business terms and conditions, the relevant license agreement, if any, and/or the relevant service level agreements.

The Merchant must not reproduce the Products and/or Services in whole or in part, including for purposes of data backup. For each breach of the foregoing provisions and without recourse to denial of continuation of offence, the Merchant shall pay to Pipelinier liquidated damages in the amount of \$ 10,000.00 (US ten thousand) or such higher amount as may be agreed following a dispute resolution through negotiation, mediation or through

the courts of law. Additional claims by Pipeliner resulting from the breach of these provisions remain unaffected. The liquidated damages will be set off against the damage claims of Pipeliner resulting from the relevant breach.

## 11. Website information

Unless otherwise stated, the information and services features on the website of Pipeliner (for the time being [www.pipelinersales.com](http://www.pipelinersales.com)) are available within the stated regions and territories. All advertising, if any, is intended solely for the relevant market(s) and any visitor of the website is solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through the website.

Redistribution or republication of any part of the website or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of Pipeliner. Pipeliner does not warrant that the service from the website will be uninterrupted, timely or error free, although it is provided to the best ability. Pipeliner may use IP (internet protocol) addresses to analyse trends, administer the site, track user's movements, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, the web servers of Pipeliner automatically log standard access information including browser type, access times, URL requested, and referral URL. This information is not shared with any third parties and is used only within Pipeliner on a need-to-know basis. Any individually identifiable information related to this data will not be used in any way different to that stated above.

Like most interactive websites, the Pipeliner website (for the time being [www.pipelinersales.com](http://www.pipelinersales.com)) or ISP (internet service provider) retained by Pipeliner uses cookies to enable it to retrieve user details for each visit. Cookies are used in some areas of the website

to enable the functionality of this area and ease of use for those people visiting. During each visit to the Pipeliner website, routine information is being gathered and stored (e.g. IP-address, time and length, operating system, browser and pages visited) to prevent abuse and misuse of Pipeliner websites, communities and forums.

Users of the Pipeliner website may not create a link to any page without the prior written consent of Pipeliner. If the user does create a link to a page of the website, the user does so at his/ her own risk and the exclusions and limitations set out in the Terms will to apply to their use of the Pipeliner website by linking to it.

Pipeliner does not actively monitor or review the content of other party's websites which may from time to time linked to the website of Pipeliner. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by Pipeliner and should not be regarded as the publisher of such opinions or material. Every user of the Pipeliner website must be aware that Pipeliner is not responsible for the privacy practices, or content, of these websites. Pipeliner encourages users of its website to be aware when they leave the Pipeliner website and to read the privacy statements contained in the Terms below. Every user should evaluate the security and trustworthiness of any other site connected to the website of Pipeliner or accessed through the website by the user, before disclosing any personal information to them. Pipeliner will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from the user's disclosure to third parties of personal information.

Pipeliner may have several e-mail addresses linked to the website for different queries. These and other contact information can be found on the "Contact Us" or similar link on the website of Pipeliner or via literature of Pipeliner or via the stated telephone number, facsimile or mobile telephone number(s).

Copyright and other relevant intellectual property rights exist for Pipeliner on all text

relating to the services and the full content of the Pipeliner website.

The logo of Pipeliner is registered and the brand names and specific services of Pipeliner featured on the website are internationally trade marked even if such trade mark has not yet been registered or awarded.

## 12. Privacy

Pipeliner contracts with third party service providers and suppliers (including distributors and resellers) to deliver certain products, services and customer solutions. Pipeliner may share personal information with its service providers and suppliers to the extent needed to deliver the service or respond to requests for information on Products or Services or otherwise support the business needs of its customers.

Third party service providers and suppliers receiving personal information are expected to apply the same level of privacy protection as contained in the Terms. They are required to keep confidential the personal information received from Pipeliner and are not permitted to use it for any purpose other than as originally intended. Some Pipeliner Product and Services may be co-branded and offered in conjunction with other companies. Except as described in the Terms, Pipeliner is not in the business of selling or renting customer information to others and will not share personally identifiable information with other third parties without their permission, unless required by, or in connection with, any law enforcement action, criminal litigation, or applicable law and regulation, or in connection with a prospective or actual sale, merger, transfer or other reorganization of all or parts of its business. Pipeliner reserves the right to fully use and disclose any information collected via its website that is not in a personally identifiable form.

Pipeliner uses third-party intermediaries to manage credit card and other forms of payment processing.

These intermediaries are not permitted to store, retain, or use billing information except for the sole purpose of credit card or other forms of payment processing on behalf of Pipeliner.

Pipeliner does not require that customers, business partners or visitors to its website provide Pipeliner with detailed personal information. The decision to provide personal information is voluntary. If any website visitor or Customer does not provide the personal information requested, the visitor or Customer may not be able to proceed with the activity or receive the benefit for which the personal information is being requested. Any website visitor or Customer can always unsubscribe or choose not to receive promotional information from Pipeliner by following the specific instructions in the e-mail the customer receives or by notifying Pipeliner depending on which website is at issue. It may take a reasonable period of time to process any website visitor and Customer request, however, in any not longer than 30 (thirty) days.

Some websites of Pipeliner allow its users to publish content via discussion forums, blogs, and other commenting systems. Any information that is disclosed in these forums becomes public information, which could be read, collected or used by other users to send website visitors and Customers unsolicited messages. Pipeliner is not responsible for the personally identifiable information the website visitor or Customer chooses to submit in these forums. Website users and Customers should exercise due caution and care when deciding to disclose any personal information. Pipeliner may, from time to time, send e-mails regarding its Products and Services to users who have posted to the Pipeliner discussion forums, blogs, and commenting systems. Each participant's views and opinions expressed is his/ her own and should not be considered as reflecting the views and opinion of Pipeliner.

Pipeliner may post a list of Customers and/or testimonials on its website(s) that contain information such as customer names, business activities, usage of

the Products or Services and general data. Pipeliner will endeavour to obtain the prior consent of each Customer before posting any information on such a list or posting testimonials.

## 13. Data Protection

Pipeliner shall take all reasonable and appropriate administrative, physical and technical security measures to maintain the confidentiality and integrity of Customer data. Pipeliner shall neither modify nor disclose any Customer data, unless this has been explicitly permitted by the Customer or this is strictly necessary to prevent any damage to the Products and Services or any systems maintained, operated or provided by Pipeliner.

By agreeing to these Terms, the Customer grants Pipeliner a general authorization in the meaning of Article 28 (2) of Regulation (EU) 2016/679 to engage processors for the purposes of providing the Pipeliner Services.

### List of processors and sub-processors:

- **Pipelinersales Corporation** – Data processor for all countries outside the European Union is based in the US. Data processing for all European Union countries is operated by Pipelinersales – Uptime Slovakia which is a subsidiary of Pipeliner CRM GMBH Austria.
- **Pipeliner CRM GmbH** – A sub-processor for operational and technical purposes based in Austria.
- **Pipelinersales – Uptime Slovakia, spol. s r.o.** – Data processor for all European Union countries which is a subsidiary of Pipeliner CRM GMBH Austria. Complies with all European Union data protection laws and regulations such as GDPR.
- **AWS Web Services** – A sub-processor for hosting services in the US, in Germany, in Australia and in Canada.
- **Google** – Service provided for processing address data into Google Maps. Service provider for email communication. Based in the US (Privacy Shield

certified). Processing additional data with BigQuery, Datastudio and Google Analytics.

- **CircleBack** – Service provider for the Business Card Reader feature. Based in the US.
- **Intercom** – Service provider for Support services. Based in the US (Privacy Shield certified).
- **Zendesk** – Service provider for Support services. Based in the US (Privacy Shield certified).
- **BenchmarkONE** – Service provider for the marketing services. Based in the US.
- **Sentry** – Service provider for the error tracking. Based in the US (Privacy Shield certified).
- **Chameleon** – Service provider for Support services. Based in the US.
- **Getbeamer.com** – Service provided for optimizing user experience in the application.
- **Firebase** – Service provided to build mobile apps.
- **Slack** – Service provider for planning and collaboration services related to customer support.
- **Atlassian** -Service provider for planning and collaboration services related to customer support.

The Customer shall remain in control of the data for the purposes and in compliance with any applicable data protection act in force from time to time. The Customer shall remain the owner of all customer-specific data (recorded data, processed data, stored data, issued data) and shall solely be entitled to dispose of them. Pipeliner shall be under no obligation to check the data and contents stored for the Customer in terms of the legal admissibility of their collection, processing and use; this shall remain the exclusive responsibility of the Customer.

Pipeliner shall only be entitled to gather, process and/or use the customer-specific data exclusively upon the instructions of the Customer (e.g. in order to comply with deletion and blockage obligations) and this instruction shall hereby be duly given by the Customer in accordance with the terms of the Terms, any license agreement, or any service level agreement, if any; in particular, Pipeliner shall not be entitled to make customer-specific data available to third parties in any manner without the prior written consent of the Customer. The same shall also apply if such disclosure entails

any modification or amendment of the customer-specific data. Pipeliner shall, however, be entitled to process and use Customer data within what is permissible under the relevant data protection laws and regulations., in compliance with all applicable and relevant data protection legislation. Customer specific data is being gathered, processed and used to fulfil Customer orders and purchases and to generally improve the content and functionalities of Products and Services. The Customer may object or withdraw its consent under these Terms at any time to the gathering, processing and usage of customer-specific data for marketing, market- and product-research purposes by sending a relevant request to the business address of Pipeliner at P. O. Box 492 Pacific Palisades, CA 90272, United States of America. After receipt of such objection or withdrawal of consent, Pipeliner will refrain from using any relevant Customer information for marketing, market- and product-research purposes with immediate effect.

All parties shall use all documents, information and data which they receive to implement the Terms and which they have designated as confidential only to implement the Terms and keep them confidential as long as and to the extent they have become common knowledge. The parties shall ensure that also their respective members of staff are bound by the confidentiality obligations.

## 14. Data Processing Contract

For the purposes of Article 28 of Regulation (EU) 2016/679, these Terms constitute the data processing contract between the Customer as the data controller and Pipeliner as the data processor. The Customer hereby instructs Pipeliner to process the data as described in these Terms.

Subject matter and nature of processing.

The Pipeliner provides the software where the Customer, as the data controller, can collect, store and organize the personal data of data subjects

determined by the Customer. The software has been designed to work as a CRM tool but, to the extent not regulated by these Terms, the Customer decides how they use the Software.

Pipeliner will process data on behalf of the Customer until the termination of the Services in accordance with these Terms. Upon termination, Pipeliner will store the Customer's data for a period of twelve months, should the Customer wish to reopen the Account to resume the use of the Services. Pipeliner deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data.

Pipeliner ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

## 15. Warranties and Limitation of Liability

Unless expressly agreed otherwise, the Products and Services provided by Pipeliner shall be in line with the current-state-of-the-art technology and shall conform to all relevant product information and specifications provided by Pipeliner, including those in the user handbooks, learning information or other product related material provided by Pipeliner. Pipeliner does not warrant that the Products and Services will be fit for purposes beyond the fulfillment of the obligations of Pipeliner under the relevant license agreement and/-or service level agreement.

The Customer shall immediately inspect the Products and Services after delivery and inform Pipeliner in writing about any defects thereof without delay.

Pipeliner warrants that the Software or Services will work for a period of 30 (thirty) days after the date of receipt of the relevant license to use the Software or Services in accordance with the written documentation attached to the Software or Services.

The Customer is advised that based on the current state-of-the-art technology program errors cannot be excluded with complete certainty in spite of exercising greatest conscientious care and diligence and that it is not possible to develop Software or Services that detect any existing virus or other malware, i.e. software and any other dataset that causes damaging or undesirable functions in the Computer or in the system of a user.

The Products and Services shall not be used in special risk areas that require error-free, permanent operation of relevant systems and in which the failure of the Products or Services may result in a direct risk for life, body or health or in substantial damages to property or the environment (high risk activities and high availability activities, including but not limited to the operation of nuclear facilities, weapon systems, aviation navigation or communication systems, life support systems and equipment, machine and production processes of pharmaceuticals and food production). Pipeliner does not warrant or guarantee that the Products and Services are fit for the use in special risk areas.

The Customer shall examine the quality of the Products and Services provided by Pipeliner as soon as possible, and shall immediately notify Pipeliner in the event that defects exist for which Pipeliner must warrant. If a Customer fails to notify Pipeliner of any defects without delay, the Products and/or Services provided by Pipeliner are deemed to have been accepted to the extent that there are no defects involved which were not recognizable in the course of customary examination. If the defects are discovered at a later date, notification must be given immediately upon their discovery, otherwise the Products and Services are deemed to have been accepted with respect to such defects.

Defects in the Products and Services shall be rectified by Pipeliner within a reasonable period after

notification of the defect. The rectification of any defects shall be undertaken at the choice of Pipeliner, by way of repair or substitute delivery of the Product or Service free of charge and against reimbursement of all reasons costs.

Only in case the defects cannot be rectified within a reasonable period or the repair or substitute delivery can be deemed to have failed for other reasons, the Customer may, at its choice, reduce any fees payable, if any, or – if the defects are material – rescind the Contract. It shall be assumed that the repair or substitute delivery has failed if Pipeliner has been given sufficient opportunity to undertake a repair or substitute delivery without achieving the desired result or if the repair or substitute delivery was unjustifiably refused by Pipeliner. If rectification of a defect in the form of repair or subsequent delivery is only possible for Pipeliner at an unreasonable expense, Pipeliner may refuse to rectify the defect and refer the Customer to its right to rescind or terminate the Contract.

In no event shall the Customer be entitled to demand the source code for any Product or Service with regard to any defects.

The Customer shall notify Pipeliner without undue delay if a third party asserts claims against the Customer based on the infringement of any intellectual property rights by the Product and/or Services. Should there be any information of such, whether in written documents or correspondence or in other forms, the Customer shall provide these to Pipeliner without delay.

The warranty contained in the Terms is the only explicit warranty given by Pipeliner to the Customer. It shall substitute all other explicit warranties and guarantees, if any, contained in the documentation, the packaging or any other communication. Without limiting the extent permitted by law, Pipeliner provides the Products, Services and any services relating thereto on an “as-is” and “with-all-faults” basis only.

Pipeliner explicitly excludes all other warranties or guarantees, explicit, implied, legal, or otherwise, including but not limited to any implied warranty,



guarantee or duty to provide for the merchantability, suitability for a specific purpose, reliability or availability, accuracy or completeness of answers, results, efforts of experts, the lack of viruses and the application of a specific level of care. All conditions, warranties or representations expressed or implied by statute, common law or otherwise in relation to the Products and Services are hereby excluded.

Pipelinor shall only be liable for any direct damages of the Customer solely resulting from gross negligence or intentional misconduct of Pipelinor and its employees. Pipelinor shall not be liable for the acts and/or omissions of any non-employees or any third party support retained by Pipelinor.

Actions based on any warranty or other claim for defects in the Products or Services provided by Pipelinor shall be barred at the end of 3 (three) months after delivery to the Customer, even if the defect was only discovered by the Customer at a later date.

## 16. Notices and Communication

Any notice required to be given in writing shall be deemed to have been duly given if sent by pre-paid post, facsimile or e-mail addressed to the party concerned at its principal place of business or last known address. All written notices to Pipelinor should be sent to P. O. Box 492 Pacific Palisades, CA 90272, United States of America.

Electronically transmitted correspondence or information transmitted by Pipelinor cannot be guaranteed to be secure or error free and it may be adversely affected or unsafe to use. Pipelinor will not accept any liability from or in connection with the electronic communication of information to the Customer. The Customer should let Pipelinor know if it does not want to communicate electronically with Pipelinor.

## 17. Miscellaneous

In the event of any violation by the Customer of the duties set out in the Terms, Pipelinor shall be free to either suspend the use of the Products or Services by the Customer in whole or in part or to terminate the Contract or any licenses or any service level agreement, if any, for cause and without notice.

Pipelinor reserves the right to audit Customer usage to ensure adherence with these terms and conditions and to ensure that each Pipelinor CRM license is being used by a single user only as per the standard terms and conditions.

Pipelinor may assign or transfer the Terms as a whole, or any of its rights or obligations under it, without first obtaining the written consent of any other party, including a Customer. Nevertheless, should Pipelinor seek consent from a Customer, such consent may not be unreasonably withheld or delayed. Customers may not assign or transfer the Terms as a whole, or any of its rights or obligations under it, to any third party without first having obtained prior written consent of Pipelinor.

If any provision in the Terms is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Terms. In any event, the enforceability of the remainder of the Terms will not be affected, provided always that if any such deletion substantially affects or alters the commercial basis of the Terms, the parties shall negotiate in good faith to amend and modify them as may be necessary or desirable in the circumstances.

Pipelinor reserves its right to change the Terms from time to time as it sees fit. The continued use of visitors of the website will signify acceptance by the user of any adjustment to the Terms. If there are any changes in the privacy policy contained in the Terms, Pipelinor will announce when the changes have been made on its website. If there are any changes in how Pipelinor uses its website, relevant notifications will be made. Any changes to the privacy policy will be posted on the Pipelinor website 30 (thirty) days prior to the change taking place.

If any dispute arises between the Customer and Pipeliner, both parties will attempt to resolve the dispute in good faith by senior level negotiations. Where both parties agree that it may be beneficial, both parties shall seek to resolve the dispute through mediation. If the dispute is not resolved through negotiation or mediation within a reasonable period of time, the relevant commercial courts of California, United States of America shall have exclusive jurisdiction in connection with the resolution of the dispute.

If the Customer is an Entrepreneur, the place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with any Contract and the Terms shall be the principal place of business of Pipeliner (for the time being California, United States of America). Pipeliner reserves the right to sue the Customer at its own domicile. The Terms and all disputes arising out of or in connection with it shall be governed exclusively by the laws of United States of America under exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Nothing in the Terms shall prevent Pipeliner from taking any action as may be required by law or statute to comply with the regulations of any relevant professional body.

Pipeliner is entitled to recover, and the Customer shall pay, all costs, expenses, and legal fees (including the fees of attorneys and persons not admitted to the bar performing services under the supervision of an attorney) incurred by Pipeliner in enforcing this Agreement.

Any necessary official permits for transports, purchase and use of the Products and Services in the destination country shall be obtained by the Customer at its own responsibility and costs.

Except as otherwise specified in these Terms, all notices related to these Terms will be in writing and will be effective upon **(a)** the second business day after mailing, or **(b)**, except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to you will be addressed to the relevant billing contact

designated by you. All other notices to you will be addressed to the relevant Services system administrator designated by you.