

## Terms and Conditions of Sharedkube™ services

*version effective as of 08.11.2023*

These Terms and Conditions set forth the terms between you ("Customer") and Patryk Kobiela, a sole proprietor and Sharedkube™ owner, having a VAT (tax identification) number: PL 8411727618 ("Sharedkube", "we", or "us") and governs your access to and use of the Services, as defined below.

### I. Definitions

The following terms and expressions, when capitalized, shall have in this document the meanings assigned to them in this section:

1. **"Affiliate"** - means any entity that controls, is controlled by, or is under common control with a Party, where "control" means the ownership of at least fifty percent (50%) of the voting interests of such entity or the powers to direct or cause the direction of the management and policies of such entity whether by contract or otherwise;
2. **"Agreement"** - means the Order, these Terms and Conditions (including all annexes), Data Processing Addendum, and any additional agreements, documents or terms which incorporate these Terms and Conditions by reference;
3. **"Consumer"** - a natural person making a legal transaction with an entrepreneur which is not directly related to their business or professional activity;
4. **"Consumer-Professional"** – means a natural person who enters into an Agreement directly in connection with their business activity (and therefore being an Entrepreneur), if the content of the Agreement shows that it does not have a professional character for them, resulting in particular from the subject of their business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity;
5. **"Customer"** - means a Consumer, a Consumer – Professional or an Entrepreneur that has entered into the Agreement with Sharedkube;
6. **"Customer Data"** – means all Data processed by the Customer inside an Environment. Examples include database definitions, Data in databases, container images, messages in message queues, files, application logs;
7. **"Customer User Information"** - means Customer User's name, username, email address and last login IP address;
8. **"Data"** – means all the information, text drawings, diagrams, images or sounds (including and/or together with any databases made up of any of these), personal data and other data which are embodied in any electronic form, and which: are owned by or relate to either Party's business, are supplied to one Party or on behalf of the other Party or are generated, processed, stored or transmitted by a Party and/or a subcontractor, on behalf of the other Party pursuant to this Agreement;
9. **"Data Processing Addendum"** – means an agreement concluded between the Parties regulating Sharedkube's processing of personal data on behalf of the Customer, constituting an Annex 2 to the Terms and Conditions;
10. **"Digital Environment"** - computer hardware, software and network connections used by the User to access or use the Services;
11. **"Documentation"** - means Sharedkube's user manuals, handbooks, and guides relating to the Services;

12. **“Entrepreneur”** – a natural person, a legal person or an organizational unit that is not a legal person, to which special regulations grant legal capacity, conducting in its own name a business or professional activity referred to in Article 43(1) of the Polish Civil Code;
13. **“Information and Communication System”** – a set of cooperating IT devices and software, providing for processing and storing, as well as sending and receiving data via telecommunication networks by means of an appropriate terminal equipment for a given type of network, as defined by the Polish Telecommunications Law;
14. **“Intellectual Property Rights”** – means any and all rights existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, modifications, improvements, or corrections thereto, including all derivative works, renewals, extensions and restorations, now or hereafter in force and effect worldwide;
15. **“Monthly Subscription”** – means a Subscription of 30 (thirty) days, which will automatically renew for subsequent 30 (thirty) days periods, unless terminated by the Customer in accordance with the Agreement;
16. **“Order”** – means a Customer's declaration of intent made electronically through the User Account, aimed directly at concluding the Agreement, specifying in particular the type of Subscription ordered;
17. **“Parties”** – refers to both Sharedkube and the Customer, collectively;
18. **“Privacy Policy”** - the rules of processing personal data by Sharedkube as a data controller;
19. **“Service(s)”** – means the managed digital service(s) offered by Sharedkube under the Agreement;
20. **“Service Fee”** – means the periodic fee for the Services within a Monthly Subscription to be paid by the Customer to Sharedkube;
21. **“Service Instance”** – means one instance of a particular Service under a specific Subscription;
22. **“Service Size”** – means a pre-defined Service package consisting of a pre-defined capacity -- e.g. CPU and memory - of a Service Instance;
23. **“Subscription”** – means a Service option that Customer subscribes to;
24. **“Terms and Conditions”** – means this document;
25. **“Usage Data”** - means information about Customer’s use of the Services;
26. **“User”** - means the Customer, Customer’s and Customer’s Affiliates’ employees, contractors, consultants, service providers or development partners authorized by the Customer to use the Services as permitted herein;
27. **“User Account”** – means a panel individual for each User, launched on their behalf by Sharedkube, after the User registers, allowing the User to use the Services;
28. **“Website”** - means the website available at <https://sharedkube.io/>

## II. Contact information

### Sharedkube’s Contact Information:

- mailing address: Kisewa 7c, 84-351 Nowa Wieś Lęborska, Poland
- email address: [support@sharedkube.io](mailto:support@sharedkube.io)
- website: <https://sharedkube.io/>
- phone number: +48 667 885 320

### **III. General provisions**

1. Sharedkube makes it available to the Customer through the Website to use the Services described therein. .
2. The Services are available only to entities having full legal capacity.
3. Subject to and conditioned on the payment of the Service Fee and compliance with the Terms and Conditions, Sharedkube hereby grants the Customer a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services during the term of the Agreement and to use Documentation during this term.
4. It is prohibited for the User to:
  - a) provide to the Services unlawful or offensive content, especially Customer Data that promotes violence, defames or violates the personal rights and other rights of third parties,
  - b) undertake actions in the scope of using the Services that are contrary to the Terms and Conditions or that may cause disruption or damage to the Services.
5. Sharedkube shall be entitled to block access to the User Account in the case of the User's acting to the detriment of Sharedkube or other Users, the User's violation of the law or the provisions of the Terms and Conditions, as well as when blocking access to the User Account is justified by security reasons - in particular: the User's breaking the security of the Sharedkube's Information and Communication System or other hacking activities. The blocking of access to the User Account for the aforementioned reasons lasts for the period necessary to resolve the issue forming the basis for blocking access to the User Account. Sharedkube shall notify the User of the blocking of access to the User Account by email to the email address to which the User Account was registered.

### **IV. Technical conditions of use of the Services and the potential risks**

1. To use the Services, it is necessary to meet the following technical requirements together:
  - a) possessing a device capable of connecting to the Internet,
  - b) having an active high speed broadband connection of the device referred to above with the Internet,
  - c) having an active and properly configured email account.
2. The technical conditions of use of the Services are important for the correct functioning of the Services, as well as for the security of transmitted data.
3. The specific risks associated with the use of the Services are the possibility of unauthorized persons gaining access to and interfering with Data transmitted over the network or stored on devices connected to the network, which may result, in particular, in their loss, unauthorized modification or inability to use the Services.
4. Sharedkube may introduce additional software or Data into the Information and Communication System used by the User that is not a component of the Services provided by Sharedkube, in particular, it may use cookies or similar technologies other than those absolutely necessary, if the User has previously consented to this in the manner described in the Privacy Policy.
5. Sharedkube shall inform the User about available updates, including security updates, necessary to keep the provided Services in compliance with the Agreement, as well as the consequences of not installing a given update, and provide them to the User for the duration of the User's use of the Service.

6. Sharedkube informs the User that the installation of updates to the Services provided from time to time may be necessary for the proper operation of the Services and to ensure an adequate level of security, and detailed information in this regard will be provided with the release of the respective update.
7. If the User fails to install within a reasonable time the updates provided by Sharedkube in accordance with section 6. above, Sharedkube shall not be liable for the non-compliance of the provided Services with the Agreement resulting solely from the lack of updates, if Sharedkube informed the User about the updates and the consequences of not installing them, and the User's failure to install or improper installation of the updates was not due to errors in the installation instructions provided by Sharedkube.
8. The User should install operating system updates as recommended by the manufacturer of their device and the manufacturer of the operating system. Failure to update the operating system may lead to a decrease in the security of the use of the Services.
9. Access to the Services is password protected.

#### **V. User Account registration**

1. Registration of the User Account is free of charge, but is necessary for the conclusion of the Agreement and ordering the Subscription.
2. To use the Services it is necessary to have tokens, which are generated through the User Account.
3. The registration of the User Account may be done through the Website.
4. The procedure of registration of the User Account is carried out by completing the form provided on the Website, including the User's email address and password. In the course of registration, it is required to accept these Terms and Conditions by clicking on the checkbox visible during registration.
5. Once the registration form is completed, Sharedkube creates a User Account..

#### **VI. Submitting Orders**

1. Only a Customer with an active User Account may place Orders. Placing an Order is possible only after logging in to the User Account.
2. Orders may be placed 24 hours a day, 7 days a week, excluding possible periods of technical interruptions specified by the information message sent by email or displayed on the Website or in the User Account. Placing an Order is done by taking subsequent technical actions based on the messages displayed to the Customer and the information available on the Website within the User Account.
3. When placing an Order, the Customer selects the Monthly Subscription of their interest (choosing the Service Instance and the Service Size) and then proceeds to payment.
4. Service Fees do not include VAT. The appropriate amount of VAT is charged at checkout..
5. Payment for the Order is possible via payment card.
6. After the Order is placed, Sharedkube immediately sends an Order confirmation to the Customer's e-mail address. The Services shall be available to the Customer promptly..

#### **VII. Agreement termination**

1. The Monthly Subscription selected by the User **shall automatically renew for the next Monthly Subscription** corresponding to the Subscription originally selected by the User, unless the User changes the Subscription through the User Account or cancels it. The Service Fee for the next

Monthly Subscription will not be charged if the User cancels the Subscription in the manner provided for in the User Account, in each case no later than 24 hours before the start of the next Monthly Subscription. Cancellation of the Subscription within this period will have effect starting from the next settlement period. Cancellation of the Subscription in the above manner is equivalent to termination of the Agreement.

2. After the cancellation of the Subscription (Agreement termination) the Customer Data shall be promptly deleted. The Customer should download his Customer Data from the Services before the termination of the Agreement.

#### **VIII. Withdrawal from the Agreement, non-conformity with the Agreement**

1. **The rights described in this section apply only to Customers who are Consumers or Consumer-Professionals.**
2. The Customer has the right to withdraw from the Agreement without giving reasons and without incurring costs, within 14 days from the date of conclusion of the Agreement.
3. **If, when placing an Order, the Customer makes a statement that they want the provision of Services to them to begin before the expiration of the 14-day withdrawal period, and confirms that they acknowledge that by requesting the performance of the Service before the expiration of the aforementioned period, they lose the right to withdraw from the Agreement when it is fully performed by Sharedkube, the right indicated in section 2. above is not available to the Customer.**
4. It is sufficient to send the withdrawal statement before the expiration of the deadline indicated in section 2. If the statement of withdrawal is submitted electronically, the Customer will receive an immediate confirmation of receipt of the statement of withdrawal.
5. In the event of withdrawal from the Agreement in accordance with section 2. above, Sharedkube will refund the payment to the bank account indicated by the Customer immediately, but no later than 14 days from the date of receipt of the statement of withdrawal.
6. If the Services provided by Sharedkube are not in compliance with the Agreement, the Customer may demand that it be brought into compliance with the Agreement.
7. **The Customer and the User shall be obliged to cooperate with Sharedkube, to a reasonable extent and with the least burdensome technical means, to determine whether the non-compliance of the Services with the Agreement in a timely manner is due to the characteristics of the User's Digital Environment.**
8. Sharedkube may refuse to bring the Services into conformity with the Agreement if bringing them into conformity with the Agreement is impossible or would require excessive costs for Sharedkube.
9. Sharedkube shall bring the Services into conformity with the Agreement within a reasonable time from the moment it is informed by the User of the non-conformity with the Agreement, and without undue inconvenience to the User, taking into account their nature and the purpose for which they are used. The cost of bringing the Services into conformity with the Agreement shall be borne by Sharedkube.
10. If the Services are not in conformity with the Agreement, the Customer may submit a statement of price reduction or withdrawal from the Agreement when:
  - a) bringing the Services into conformity with the Agreement is impossible or requires excessive costs pursuant to section 8. above;
  - b) Sharedkube has failed to bring the Services into conformity with the Agreement in accordance with section 9. above;

- c) the non-compliance of the Services with the Agreement continues even though Sharedkube has attempted to bring the Services into compliance with the Agreement;
  - d) the lack of conformity of the Services with the Agreement is so significant as to justify either a reduction in price or termination of the Agreement without first exercising the remedy set forth in section 6. above;
  - e) it is clear from Sharedkube's statement or circumstances that it will not bring the Services into conformity with the Agreement within a reasonable time or without undue inconvenience to the Customer.
11. The Customer may not withdraw from the Agreement if the Services are provided in exchange for the payment of a price, and the failure of the Services to conform to the Agreement is immaterial.
  12. Sharedkube is not entitled to demand payment for the time during which the Services were not in compliance with the Agreement, even if the Customer actually used it before withdrawing from the Agreement.
  13. Sharedkube is obliged to refund the price only to the part corresponding to the Services that are not in accordance with the Agreement and the Services, the obligation to provide which has fallen due to withdrawal from the Agreement.
  14. Sharedkube shall refund to the Customer the price due as a result of exercising the right to withdraw from the Agreement or reduce the price due to the non-conformity of the Services with the Agreement, immediately, no later than within 14 days from the date of receipt of the Customer's statement on withdrawal from the Agreement or reduction of the price.
  15. Sharedkube will refund the price using the same method of payment used by the Customer, unless the Customer has expressly agreed to a different method of refund that does not involve any costs for the Customer.
  16. In order to exercise the right to withdraw from the Agreement, the Customer submits a statement to Sharedkube on this subject in writing to the address: Kisewa 7c, 84-351 Nowa Wieś Lęborska, Poland or by email to: support@sharedkube.io
  17. When making a statement, the Customer may use the form of withdrawal from the Agreement which constitutes Annex 1. to these Terms and Conditions; the use of the form is not mandatory.

#### **IX. Force Majeure**

1. Neither Party shall be liable for non-performance or defective or late performance of any of their obligations hereunder to the extent that such non-performance, defective or late performance is due to causes and/or conditions outside of the performing Party's reasonable control ("**Force Majeure**").
2. Force Majeure shall include, but not be limited to, acts of terrorism, strikes, and other labor disputes, explosions, earthquakes, wars (whether declared or undeclared), government acts (including failure to act) (de jure or de facto), sabotage or severe weather conditions which the Party claiming excuse could not have reasonably foreseen the effects of or made alternative arrangements for.

#### **X. Liability and Complaints**

1. The rights described in this section apply only to Customers who are Consumers or Consumer-Professionals.
2. Sharedkube shall use its best efforts to properly perform the Services. Sharedkube is obliged to provide the Services in accordance with the Agreements, and consequently Sharedkube shall be

liable for any non-conformity with the Agreement of the Services, which occurred or became apparent during the time the User used the Services in accordance with the Agreement.

3. The non-conformity of the Services with the Agreement shall be presumed to have occurred at the time indicated in section 2., if it became apparent at that time.
4. The presumption set forth in section 3. above shall not apply if:
  - a) the User's Digital Environment is not compatible with the technical requirements referred to the Terms and Conditions;
  - b) the Customer and/or the User does not perform the duty of cooperation indicated in section VIII.7.
5. The User may file a complaint related to the Services:
  - a) in writing to the address: Kisewa 7c, 84-351 Nowa Wieś Lęborska, Poland or
  - b) by email to the address: [support@sharedkube.io](mailto:support@sharedkube.io)
6. The complaint should contain: the User's contact details (first name, surname, correspondence or email address), the email address for which the User Account was registered, the date of Subscription, definition of the reason for the complaint and indication of what the User demands in connection with the complaint.
7. The Sharedkube shall promptly, but not later than within 14 days, consider the complaint and provide the User with a response, unless a shorter period for responding to the complaint is required by mandatory provisions of law.
8. Complaints shall be considered on the basis of the provisions of the Terms and Conditions and the provisions of the law commonly applicable in Poland.
9. If Sharedkube does not recognize the User's complaint, and the User disagrees with such decision, the User may turn to the entity authorized to conduct proceedings for out-of-court settlement of consumer disputes, which for Sharedkube is: Trade Inspection, Voivodship Inspectorate of Trade Inspection in Gdansk, ul. Konopnickiej 4, 80-240 Gdańsk, Poland, <https://ihgd.pl/>.
10. The User may proceed to resolve the dispute online through the platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ENG>

## **XI. Liability in other cases**

1. In the case of Users / Customers who are neither Consumers, nor Consumers – Professionals, Sharedkube's liability is limited only to loss caused by intentional fault. In this case, Sharedkube is not liable for lost profits.
2. The total aggregate Sharedkube's liability towards Customers is limited to the equivalent of the remuneration received by Sharedkube for the provision of the Services to the Customer in the 6 months preceding the damage.
3. The limitations of Sharedkube's liability shall not apply to liability provided by mandatory legal provisions, in particular, liability for personal injury, and shall be without prejudice to liability to Consumers.

## **XII. Disclaimer**

Except as set forth in the Terms and Conditions and to the extent permitted by applicable law:

- a) Sharedkube's Services and Website are licensed to Customer on an "as is" basis and without any warranty of any kind, whether express or implied, including without limitation, that the use of the Services will be uninterrupted or error free, the implied warranties of

merchantability, non-infringement, accuracy, completeness, or fitness for a particular purpose;

b) Customer is solely responsible for any Customer's or User's acts or omissions based on the results obtained from the use of Services or any output thereof.

### **XIII. Intellectual Property Rights**

All right, title, and interest in and to the Website and Services, its underlying software, features and any related Documentation, including associated Intellectual Property Rights, are and shall remain with Sharedkube, its Affiliates and/or their respective suppliers and licensors. Except as expressly granted by Sharedkube, no right, title, interest or license is granted to or implied under any of Sharedkube's Intellectual Property Rights.

### **XIV. Personal Data**

1. The rules of processing of Users' personal data by Sharedkube are regulated in the Privacy Policy.
2. The rules of processing Customer Data that is personal data are regulated in the Data Processing Addendum.

### **XV. Changes in the Services**

1. Sharedkube may make a change to the Services which is not necessary to comply with the Agreement, in the event of the need to adapt the Services to generally applicable laws or a final judgment or decision issued against Sharedkube, or the need to adapt the Services to technological changes, including those necessary to ensure their compatibility or interoperability.
2. The implementation of the change referred to in section 1 shall not entail any costs on the part of the Customer.
3. Sharedkube shall inform the Customer of the change referred to in section 1 through an email.
4. If the change referred to in section 1 materially and adversely affects the User's access to or use of Services, Sharedkube shall inform the Customer well in advance in the form of an email message about the characteristics and timing of the change and the right referred to in section 5 or 6 below.
5. In the case referred to in section 4, the Customer may terminate the Agreement without notice within 30 days from the date of making the change referred to in section 4, or informing the Customer of the change, if the notification was made later than the change.
6. The entitlement indicated in section 5 shall not apply if Sharedkube provides the Customer with the entitlement to retain, at no additional cost, the Services in accordance with the Agreement, in an unaltered state.

### **XVI. Final provisions**

1. The Terms and Conditions are made available free of charge on the Website in a manner that allows it to be displayed, downloaded, recorded and printed.
2. The law applicable to the Agreement shall be Polish law, with the provision that the choice of Polish law shall operate without prejudice to the protection afforded to Consumers by mandatory laws of the country of their habitual residence.
3. Sharedkube shall be entitled to amend these Terms and Conditions for important reasons, in particular such as:
  - a) change in the state of the law requiring amendments to the Terms and Conditions,



- b) changes in the functioning of the Services,
  - c) correction of errors and mistakes in the Terms and Conditions.
4. The Customers who already has an Agreement concluded with Sharedkube shall be informed by email about the change of the Terms and Conditions. The new version of the Terms and Conditions will be made available on the Website.
  5. The new version of the Terms and Conditions shall be effective with respect to the Customer referred to in section 4 on the date indicated in the new version of the Terms and Conditions, but not earlier than (depending on which event occurs earlier):
    - a) starting from the next settlement period if information about the change of the Terms and Conditions and the new version of the Terms and Conditions was sent to the Customer no later than 14 days before the end of the current Monthly Subscription,
    - b) after the end of the next settlement period, if information about changes to the Terms and Conditions and the new version thereof was sent to the User later than 14 days before the end of the current Monthly Subscription.
  6. If the Customer does not agree with the changes to the Terms and Conditions, they shall be entitled to terminate the Agreement on the terms described in these Terms and Conditions.
  7. To the Agreements entered into after the date indicated as the effective date of a given version of the Terms and Conditions, the Terms and Conditions in the amended version shall apply.
  8. If any term, clause or provision of these Terms and Conditions is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and Conditions and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms and Conditions.

Annex No. 1

#### WITHDRAWAL FROM CONTRACT FORM

(This form must be completed and returned only if you wish to withdraw from the Agreement)

Patryk Kobiela

Kisewa 7c, 84-351 Nowa Wieś Lęborska, Poland

email address: support@sharedkube.io

#### Declaration of withdrawal from the contract

I hereby inform you that I withdraw from the Agreement for the Sharedkube Services.

date of Subscription purchase: \_\_\_\_\_, email address where the User Account is registered: \_\_\_\_\_, type of Subscription: \_\_\_\_\_

[Name/Address]

.....  
.....  
.....

Bank account to which the amount paid should be returned:

.....  
...

.....

[Date] [Signature]

## Annex 2 to the Terms and Conditions

### DATA PROCESSING ADDENDUM

*version effective as of 08.11.2023*

#### I. Definitions

1. Unless otherwise indicated, capitalized terms in this Data Processing Addendum shall have the meaning given to them in the Terms and Conditions.
2. The following terms and expressions used in this Data Processing Addendum, when capitalized, shall have the meanings assigned to them in this section:
  - a) **“Controller”, “Member State”, “Process/Processing”, “Processor”, “Special Categories of Personal Data”, “Personal Data”**, shall have the same meaning as defined in GDPR;
  - b) **“DPA”** means this Data Processing Addendum;
  - c) **“GDPR”** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data;

- d) **“Data Subject Request”** means a request from a Data Subject to exercise applicable rights under GDPR;
- e) **“Data Subject”** means an identified or identifiable natural person;
- f) **“Further Processor”** – means an entity whose services are used by Sharedkube in exercising the rights and obligations set forth in the Agreement, in connection with performing specific Processing activities, who will have access to Personal Data;
- g) **“Notice of Further Processor”** – means a notice of intention to entrust the Processing of Personal Data by Sharedkube to another entity other than those specified in Annex C to the DPA, containing: the name and registered office address of the Further Processor, the location where the Personal Data is processed, and the purpose of the further entrusting the Processing of Personal Data (the function of the Further Processor);
- h) **“Security Breach”** means a breach of security leading to any unauthorized, accidental or unlawful destruction, loss, alteration, disclosure of, or access to Personal Data which has been validated by Sharedkube;
- i) **“Sharedkube”** means Patryk Kobiela, a sole proprietor and Sharedkube™ owner;
- j) **“Supervisory Authority”** means an appointed government entity with the authority to enforce GDPR, including, an independent public authority which is established by a Member State pursuant to the GDPR.

## II. Subject of the DPA

1. The Customer entrusts Sharedkube with the Processing of Personal Data for which it is the Controller or with further Processing of Personal Data for which the Customer is the Processor.
2. The Customer entrusts Sharedkube with the Processing of Personal Data in connection with the Agreement and the performance of the Services described therein and Sharedkube accepts this assignment.
3. Sharedkube may process Personal Data solely for the purpose of performing its obligations arising from the Agreement.
4. Sharedkube may process Personal Data only for the duration of the Agreement and for the period from the termination or expiration of the Agreement until Personal Data is deleted in accordance with the provisions of the DPA, unless the Parties agree on a different term for Processing of Personal Data by a separate agreement.
5. The DPA and the Agreement shall constitute a documented instruction by the Customer to Sharedkube to Process Personal Data.
6. The nature and purpose of the Processing, as well as the types of Personal Data, and categories of Data Subjects whose Personal Data shall be Processed under this DPA, are detailed in Annex A to the DPA.

## III. Parties’ obligations

1. The Customer will:
  - a) only disclose Personal Data to Sharedkube for one or more defined purposes which are consistent with the Agreement,
  - b) only have Sharedkube Process Personal Data in accordance with the requirements of the GDPR or other applicable data protection law;
  - c) have sole responsibility for the accuracy, quality, and lawfulness of Personal Data and the means by which the Customer acquired Personal Data;

- d) where required under GDPR, ensure that a notice has been made available and will continue to be accessible to the relevant Data Subjects informing them that their Personal Data will be disclosed to Sharedkube or to a category of third party describing Sharedkube; and
  - e) not disclose any Special Categories of Personal Data to Sharedkube.
2. Sharedkube will:
- a) only Process Personal Data on behalf of and in accordance with the Customer's reasonable instructions as detailed in this DPA;
  - b) not Process Personal Data in a way that is incompatible with, or for longer than is necessary to carry out, the purposes which are consistent with the Agreement,
  - c) ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements;
  - d) to the extent allowed by law, promptly notify the Customer of receipt of any request for disclosure of Personal Data by any government, including governmental bodies and law enforcement agencies, make reasonable efforts to oppose the request if possible and limit the scope of any disclosure to what is strictly necessary to respond to the request;
  - e) considering the state of the art, the costs of implementation, the nature, scope, context, and the context of the Processing, as well as the severity of the risk, and industry best practices, implement appropriate technical and organizational measures to protect Personal Data against a Security Breach as detailed in Annex B to the DPA; Sharedkube shall regularly monitor compliance with the measures set forth in Annex B and shall not materially decrease the overall security of the Processing during the term of the Agreement;
  - f) taking into account the nature of Personal Data Processing activities performed and the information available in connection with the provision of Services under the Agreement, provide the Customer with assistance in fulfilling the following obligations:
    - conducting a data protection impact assessment by providing the Customer with the necessary information regarding the Processing of Personal Data in the ICT systems of Sharedkube needed for the Customer to conduct a data protection impact assessment;
    - responding to Data Subjects Requests, by providing the Customer information about any requests sent directly to Sharedkube;
    - reporting the Security Breach to the Supervisory Authority and notifying the Data Subjects about the Security Breach.

#### **IV. Further Processors**

1. The Customer consents to Sharedkube's use of Further Processors in the Processing of Personal Data for the proper provision of the Services under the Agreement, including the provision of certain functionalities and security of the Sharedkube's ICT systems.
2. The consent indicated in section 1. above refers also to Sharedkubes' transfer of Personal Data to entities based outside the European Economic Area, provided that Personal Data is transferred to a country providing an adequate level of protection pursuant to the provisions of Chapter V of GDPR.
3. The list of Further Processors used or intended to be used by Sharedkube as of the commencement date of the DPA is set forth in Annex C to the DPA. By entering into the DPA, the

Customer accepts entrusting the Processing of Personal Data to the entities specified in Annex C to the DPA.

4. If the Sharedkube intends to use the services of Further Processors other than those specified in Annex C to the DPA, Sharedkube shall provide the Customer with information about the Further Processor at least 30 days prior to the further entrustment of the Processing of Personal Data. Information about the Further Processor shall be provided in electronic form to the Customer's email address. An amendment to Annex C does not require an amendment to the DPA.
5. Within 14 days from the date of receipt of the Notice of Further Processor, the Customer may submit an objection to the Further Processor. If no objection is received, it is deemed the Customer has authorized the intended changes.
6. Submission of an objection to a Further Processor, depending on the type of services provided by the Further Processor, means:
  - a) termination of the Agreement effective at the end of the month following the month in which the objection was filed, if the entrustment of the Processing of Personal Data to the Further Processor is necessary for the provision of all Services in accordance with the Agreement and the Customer does not have the choice whether to use a particular Service or its specific functionality; or
  - b) the Customer's discontinuation of use of a particular Service or its specific functionality or lack of access to a particular Service or its functionality that involves the need to use the services of the Further Processor, in the event that the entrustment of the Processing of Personal Data to the Further Processor is necessary only for the provision of the specified Service or its functionality.

During the termination period of the Agreement, Sharedkube shall not transfer Personal Data to the Further Processor for Processing.

7. The agreement between Sharedkube and the Further Processor shall impose on the Further Processor the same data protection obligations as set forth in the DPA, in particular the obligations to comply with the provisions of the relevant law, including obligations to apply technical and organizational measures that will be adequate to the type of entrusted Personal Data and the risk of violation of the rights or freedoms of Data Subjects. Rights of Further Processors shall not be broader than those of Sharedkube specified in the DPA.
8. Sharedkube shall be liable for the acts and omissions of the Further Processors.

#### **V. Security Breach**

1. In the event that Sharedkube identifies a Security Breach, in accordance with Sharedkube's established procedure, Sharedkube shall report such a breach to the Customer immediately, but no later than within 36 hours of the discovery of the Security Breach, unless such notification is delayed or prohibited by an act or order of a Supervisory Authority.
2. Information on a Security Breach shall be sent by Sharedkube to the Customer's email address.
3. In the event of a Security Breach, Sharedkube shall immediately take all necessary technical and organizational measures to remedy the Security Breach and minimize its possible negative consequences.
4. Sharedkube will cooperate with the Customer, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to affected Data Subjects which are required

following a Security Breach, insofar as it relates to Sharedkube's Processing of Personal Data under this DPA.

#### **VI. Other information obligations**

1. Sharedkube shall immediately, but no later than within 5 business days, inform the Customer of:
  - a) any proceedings, in particular administrative or judicial proceedings, relating to the Processing of Personal Data, of any administrative decision or court ruling regarding the Personal Data, addressed to Sharedkube, as well as about any planned proceedings or about ongoing checks and inspections concerning the Processing of Personal Data;
  - b) instructions issued by the Customer to Sharedkube regarding the Processing of Personal Data which, in the opinion of Sharedkube, constitute a violation of the provisions of the Personal Data protection law, especially GDPR;
  - c) at the Customer's request, Sharedkube shall immediately provide the Customer with all information necessary to demonstrate compliance with the obligations set forth in the DPA or relevant law.
2. The above information will be provided to the Customer's email address.

#### **VII. Control of Processing**

1. The Customer shall have the right to control the Processing of Personal Data entrusted to Sharedkube, personally, by its employees or by an auditor authorized by the Customer.
2. The audit, control or inspection may be carried out as follows:
  - a) by inspecting the documentation of security measures, security reports and the results of an audit conducted at Sharedkube by an independent auditor in the area of Personal Data protection, acting on behalf of Sharedkube or another Controller; this right may be exercised no more often than once every 12 months;
  - b) by providing the Customer with all information regarding the Processing of Personal Data, promptly, but no later than 10 business days after receipt of such a request from the Customer;
  - c) by allowing the Customer or an auditor designated by the Customer to conduct a physical inspection of the Sharedkube's locations where Personal Data is Processed, no more often than once every 18 months.
3. Restrictions under section 3. above shall not apply:
  - a) in case Sharedkube or Further Processor is found to have violated the protection of Personal Data entrusted for Processing by the Customer;
  - b) when an audit has been ordered by the competent Supervisory Authority and the application of the limitations indicated in section 3. would contradict the order of the Supervisory Authority.
4. The Customer undertakes to ensure that the audit will be conducted with respect for Sharedkube's business secrets, and in particular that the persons performing the audit activities will be required to keep confidential any information they obtain in connection with the performance of the audit.
5. The Customer shall also undertake to ensure that the persons performing activities within the scope of the audit are not employed, are not partners, shareholders or members of bodies of entities performing activities competitive to the business activities conducted by Sharedkube.

6. Sharedkube shall be entitled to require the Customer to enter into a confidentiality agreement in connection with the intention to conduct an audit.
7. The Customer and all persons performing audit activities may further be required to maintain confidentiality with respect to the Further Processor.
8. The Customer undertakes to ensure that the audit will be conducted without prejudice to the continuity of the business conducted by Sharedkube.
9. The Customer shall be liable for damages caused to Sharedkube in connection with the violation of the provisions of sections 4. – 8. above by the Customer or any persons performing activities within the scope of the audit, including lost profits of Sharedkube.
10. The costs of the audit, in particular the costs associated with the use of an external professional auditor, shall be borne by the Customer.
11. If the Customer finds objections to the Processing of Personal Data by Sharedkube or Further Processors, the Customer shall be entitled to formulate recommendations for Sharedkube.

#### **VIII. Liability**

1. In the event of non-performance or improper performance of the DPA Sharedkube shall be liable for damages incurred by the Customer up to the amount of actual damage, provided that the total aggregate Sharedkube's liability is limited to the equivalent of the remuneration received by Sharedkube for the provision of the Services to the Customer in the 6 months preceding the damage, to the extent that such limitation of liability is permitted under mandatory provisions of law.
2. Sharedkube shall be liable for the acts or omissions of Further Processors as for its own acts or omissions in accordance with the principles of liability set forth in section 1. above.

#### **IX. Termination of Processing of Personal Data**

1. Upon termination or expiration of the Agreement, Sharedkube shall promptly delete Personal Data provided by the Customer pursuant to the Agreement. Sharedkube will not have any obligation to retain such Personal Data following the termination of the Agreement.
2. The above requirement shall not apply to the extent Sharedkube is required by applicable law to which Sharedkube is subject, to retain some or all Personal Data and as part of Sharedkube's standard archival or backup systems, provided that such Personal Data shall continue to be subject to the provisions of this DPA. In such case the relevant Personal Data shall be securely isolated and protected from any further Processing, except to the extent required by applicable law.

#### **X. Final provisions**

1. The DPA is concluded for the duration of the Agreement.
2. The DPA shall be governed by the law applicable to the Agreement.

#### **ANNEXES:**

Annex A Details of Processing

Annex B List of technical and organizational measures

**ANNEX 1: DETAILS OF PROCESSING**

<i>Nature and Purpose of Processing</i>	Providing the Services to the Customer.
<i>Categories of Data Subjects</i>	Customer’s employees authorized to use the Services, Customer’s clients and other persons whose Personal Data is stored by Sharedkube on behalf of the Customer in connection with the provision of Services
<i>Types of Personal Data</i>	Username, email address, IP address, identification data, contact details and other Personal Data stored by Sharedkube on behalf of the Customer in connection with the provision of Services
<i>Special Categories of Personal Data transferred</i>	Not applicable.
<i>Duration of Processing</i>	For the duration of the Agreement, and subject to local legal requirements.
<i>Frequency of transfer</i>	Continuous basis for the duration of the Agreement.
<i>Transfers to Further Processors</i>	As described above.

**ANNEX 2: TECHNICAL AND ORGANIZATIONAL MEASURES**

- I. PERSONAL DATA SECURITY
- 1. Organizational safeguards:



- a) Sharedkube has an Information Security Policy, which regulates the principles of protection of Personal Data, including the policy for managing Security Breaches;
  - b) Sharedkube shall grant its personnel individual authorizations to Process Personal Data.
2. Physical security safeguards:
- a) Sharedkube has segregated secure areas where Personal Data is Processed;
  - b) Sharedkube has applied appropriate security measures, i.e. access control, physical protection, etc.
3. Security measures regarding access control:
- a) each employee has a separate, unique access account to the ICT systems in which Personal Data is Processed;
  - b) Sharedkube has a policy of strong passwords, changing passwords and locking accounts.
4. Operational security safeguards:
- a) Sharedkube's ICT systems and applications used to Process Personal Data are regularly updated, verified for vulnerabilities and protected;
  - b) Sharedkube uses protection against unauthorized access to systems and networks through a firewall.

## II. SYSTEMS SECURITY

1. Security features of Sharedkube's systems have been selected based on the security best practices.
2. Authentication safeguards: identity verification is applied during communication to ensure that only authorized parties can be authenticated, and authentication data is stored and transmitted securely.
3. Access control security: those gaining access have valid credentials, and users are associated with defined sets of roles and permissions.
4. Safeguards for error handling and logging: mechanisms are used for logging of security events, and all logged information is handled and stored in a secure manner.
5. Safeguards regarding data protection mechanisms: it is ensured that data is protected from unauthorized viewing or disclosure, both during transmission, as well as during storage. Data is protected against malicious creation, alteration or deletion by unauthorized persons and is accessible only to authorized users whenever they are needed.
6. Communication security: a secure connection is used for all connections (external and internal) that are authenticated or related to sensitive data or functions; mechanisms are provided to prevent deterioration of the security of the connection.

### Annex No. 3 List of Further Processors

No.	Name of Further Processor	Address of the Further Processor	Place of processing by the Further Processor	Purpose of the further entrustment
1.	Amazon Web Services, Inc.	410 Terry Avenue North, Seattle, WA 98109-5210, U.S.A.	eu-central-1 Region Frankfurt	Providing the Services to the Customer