

SOFTWARE AG DEVICE CERTIFICATION PROGRAM AGREEMENT

This Device Certification Program Agreement by and between the parties listed below consists of the following Terms and Conditions and the Exhibits as specified below (collectively the “**Agreement**”). This Agreement is made and entered into as of the Effective Date defined below.

Parties		
between	Software AG (“ the Supplier ”)	sample (“ the Partner ”)
Reg. No.	Uhlandstrasse 12	
Registered office	64297 Darmstadt Germany	sample

RECITALS

WHEREAS, Supplier offers certain Cloud Services (as defined below) and other services to end users and Partner who has certain devices that they wish to test with the Cloud Services to verify compatibility; and

WHEREAS, the Parties would like to enter into this Agreement to allow Partner limited access to the Cloud Services to test their devices with the Cloud Services; and

THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements herein, Supplier and Partner agree to the terms and conditions set forth in this Agreement.

INCORPORATED DOCUMENTS

The following are integral elements of this Agreement:

- 1 Terms and Conditions;
- 2 Exhibit A: Cloud Services Trial Agreement
- 3 Exhibit B: Device Certification Program

The most recent versions of the Exhibits referred to above are attached to this Agreement but these Exhibits are subject to amendment from time to time by Supplier. The most recently amended versions will be published by Supplier from time to time and can be accessed at: <https://www.softwareag.cloud/site/terms.html>. In the event of any conflict or discrepancy between the online version and any printed version of the Exhibits made available to or downloaded by Partner, the online version shall be considered authoritative and take precedence.

Effective Date will be the date of last signature.

The parties have shown their acceptance of the terms of this Agreement by signing it below. This

Agreement shall come into force and effect upon the Effective Date referred to above. This document may be executed in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original and all such counterparts shall be construed together and shall constitute one agreement. The parties agree to the use of digital signatures.

SALES PARTNER TERMS AND CONDITIONS

1 DEFINITIONS

1.1 **Definitions:** Unless the context requires otherwise the following words and expressions shall bear the meanings set out below where used in this Agreement:

“Cloud Services”	means Cumulocity cloud based services that Supplier offers to end users over the internet on a subscription basis.
“Confidential Information”	means all information which is designated as being confidential or which may reasonably be assumed to be confidential (whether commercial, financial, technical or otherwise), trade secrets, data, copyright and other intellectual rights and know how relating to or owned by Supplier, its parent company or other members of its corporate group, and their respective customers, its parent company or other members of its corporate group, and their respective customers.
“Device Certification Program”	means the program and process of registration for the program that Supplier describes in Exhibit B.
“Party”	means either of the parties to this Agreement and “Parties” means the parties to this Agreement together.
“Supplier Marks”	means Supplier's trademarks, service marks, trade names, domain names, logos, business names, product names and/or slogans.

2 PARTICIPATION

2.1 **Participation:** By evidence of Partner’s signature, Partner agrees to the terms and conditions stated in this Agreement and its Exhibits.

3 SCOPE OF THE AGREEMENT

3.1 **Scope of Agreement:** Subject to the terms of this Agreement, Partner will receive access to the Cloud Services and participate in the Device Certification Program. Partner may receive a notification of its participation in this Device Certification Program and a logo designated by Supplier.

4 CLOUD SERVICES

4.1 **Cloud Services Access:** Participation in the Device Certification Program grants Partner access to the Cloud Services pursuant to the Cloud Services Trial Agreement.

4.2 **Trademark License:** The parties hereby grant to the other a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use each other’s name, trademarks, pre-approved logos, and other identifying information on marketing literature, advertising, and promotions. The receiving party shall comply with all of the other’s policies regarding the use and display of their name, trademarks, logos, and other identifying information that other part provides to receiving party in writing.

5 RESERVED

6 RESERVED

7 CONFIDENTIALITY

7.1 **Confidential Information:** The Parties acknowledge that each Party will have access to Confidential Information in the course of this Agreement. Both Parties agree that Confidential Information disclosed is proprietary and shall remain the sole property of the disclosing Party or any relevant third party owner thereof.

7.2 **Confidentiality:** Each Party agrees:

- (a) to use Confidential Information only for the purposes described herein; and
- (b) not to reproduce Confidential Information and to hold it in confidence and protect it from dissemination to, and use by, any third party; and
- (c) not to create any derivative work from Confidential Information; and
- (d) to restrict access to the Confidential Information to its personnel, agents, sub-contractors and/or consultants, who need to have access to such Confidential Information and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with this Agreement; and
- (e) to return or, at the disclosing party's discretion, destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

7.3 **Exclusions:** The restrictions shall not apply to Confidential Information that: (a)

- is publicly available or in the public domain at the time disclosed;
- (b) is or becomes publicly available or enters the public domain through no fault of the recipient;
- (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto;
- (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure;
- (e) is independently developed by the recipient; or
- (f) is approved for release or disclosure by the disclosing Party without restriction.

7.4 **Compliance with law permitted:** Each Party may disclose Confidential Information to the limited extent required to comply with the order of a court or other governmental body or applicable law, including to make such court filings as it may be required to do, provided that it gives reasonable notice of the demand to allow the other Party to seek a protective order or other appropriate remedy (unless is legally prohibited from doing so).

7.5 **Relief:** Partner acknowledges that Partner's failure to comply with the provisions of this Clause shall result in irreparable harm to Supplier for which a remedy at law would be inadequate, and therefore, in the event of the breach or threatened breach by Partner of its obligations under this Clause, Supplier shall be entitled to seek equitable relief in the form of specific performance and/or an injunction for any such actual or threatened breach, in addition to the exercise of any other remedies at law and in equity.

8 TERM

8.1 **Term:** This Agreement shall commence on the Effective Date and terminated as set forth below. The parties understand that the Trial Agreement are termed and expiration of the Trial Agreement does not terminate this Agreement.

9 TERMINATION

9.1 **Termination:** Either Party may terminate this Agreement upon three (3) months prior written notice at any time. The Supplier may terminate this Agreement with thirty (30) days advance notification if the Supplier terminates the Device Certification Program.

- 9.2 **Compatibility Changes:** The certification provided lapses when the Partner has a hardware or software change that affects the compatibility with the Cloud Services. Upon any compatibility breaking change, Partner must notify Supplier promptly in order for Partner to recertify the hardware under the Device Certification Program.

10 BREACH

10.1 **Breach:** If Partner

- (a) breaches or threatens to breach its obligations under the Clause 'Confidentiality' and such breach shall remain uncured for a period of five (5) days after the receipt by Partner of written notice from Supplier of such breach; or
- (b) otherwise fails to comply in material respects with any or all covenants, agreements, or conditions herein and such failure continues for thirty (30) days after written notification from Supplier; or
- (c) files a petition in bankruptcy, or has a petition in bankruptcy filed against it if not dismissed within sixty (60) days;

Supplier may then, at its sole discretion, and regardless of any cure, notice of intent to cure, or attempted cure beyond the time limits set forth in this Clause; upon twenty-four (24) hours' notice to Partner, terminate this Agreement.

- 10.2 **Change of Control:** Supplier will be entitled to terminate this Agreement with immediate effect upon written notice if direct or indirect ownership or control of Partner that exists after the Effective Date changes in a manner that, in Supplier's judgment, may adversely affect Supplier's rights.

11 EFFECT OF TERMINATION

11.1 **Effect of Termination:** Termination or expiry shall be without prejudice to the rights of the parties accrued prior to the termination or expiry. Upon termination of this Agreement, each Party shall

- (a) immediately discontinue all use of the other Party's Confidential Information
- (b) return to the other Party or, at the other Party's option, delete, destroy, all copies of such other Party's Confidential Information then in its possession;
- (c) provide written confirmation of such deletion on the other Party's request; and

- 11.2 **Survival of Clauses:** The provisions of this Clause and Clauses Confidentiality, Limitation of Liability, Effect of Termination and Governing Law shall remain in full force and effect as between the parties notwithstanding any termination or expiry of this Agreement.

12 WARRANTIES

12.1 **Supplier Warranties:** The Supplier represents and warrants that:

- (a) it has the full right and power to enter into and perform this Agreement without the consent of, or any notice to, any third party;
- (b) the Device Certification Program is provided "as is" without any warranty of any kind, either express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose. Any warranty pertaining to the Cloud Services shall be in accordance with the terms of the Cloud Services Trial Agreement.

- 12.3 **Partner Warranties:** The Partner represents and warrants that: (a) it has the full right and power to enter into and perform this Agreement without the consent of, or any notice to, any third party (b) all code is owned by Partner, (c) Partner will not upload any code or files that contain any viruses, worms,

Trojan horses, or other malicious or destructive code, and (d) any code, file, data, or information uploaded by Partner ("Content") does not infringe any third party intellectual property rights.

13 IPR INDEMNITY

13.1 **Indemnity:** Supplier shall indemnify, defend, and hold Partner harmless from any action brought by a third-party against Partner to the extent that it is proximately caused by an allegation that the Supplier Marks licensed under this Agreement has infringed an intellectual property right or trade secret and pay those damages or costs related to the settlement of such action or finally awarded against Partner in such action, including but not limited to reasonable attorneys' fees, provided that Partner:

- (a) promptly notifies Supplier of any such action; and
- (b) gives Supplier full authority, information, and assistance to defend such claim; and
- (c) gives Supplier sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

13.2 **Exclusions:** Supplier shall have no liability under this Agreement with respect to any claim based upon:

- (a) Supplier Marks that have been modified by anyone other than Supplier;
- (b) use of other than the latest version of the Supplier Marks
- (c) use of any Supplier Marks which use breaches this Agreement.

13.3 **Exclusiveremedy:** THE PROVISIONS OF THIS CLAUSE STATE THE EXCLUSIVE LIABILITY OF THE SUPPLIER AND THE EXCLUSIVE REMEDY OF THE PARTNER WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY OR TRADE SECRET MISAPPROPRIATION OR INFRINGEMENT BY THE SOFTWARE, ANY PART THEREOF, AND ANY SUPPLIER MARKS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER REMEDIES, LIABILITIES, AND OBLIGATIONS.

13.4 **Indemnification by Partner:** Partner agrees to indemnify, hold harmless and, at Supplier's option, defend Supplier from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with:

- (a) Partner's acts or omissions in the performance under the terms of this Agreement; (b) use of the Supplier Marks which breaches the terms of this Agreement;
- (c) any third party claim that the Content infringes an intellectual property right or trade secret;
- (d) fraud or misrepresentation made by Partner regarding the Device Certification Program; and
- (e) misuse of the Supplier Marks.

Supplier agrees to give Partner prompt written notice of such claim and, if Supplier elects to require Partner to provide defense, Supplier shall give Partner: (1) authority to control and direct the defense and/or settlement of such claim; and (2) such information and assistance as Partner may reasonably request, at Partner's expense, in connection with such defense and/or settlement. Partner shall not settle any third-party claim against Supplier unless such settlement completely and forever releases Supplier with respect thereto or unless Supplier provides its prior written consent to such settlement. In any action for which Partner provides defense on behalf of Supplier, Supplier may participate in such defense at its own expense by counsel of its choice.

14 LIMITATION OF LIABILITY

14.1 **Limitation of Liability:** EXCEPT FOR DAMAGES ARISING FROM A BREACH OF THE CLAUSES CONFIDENTIALITY OR AMOUNTS PAYABLE UNDER THE CLAUSE IPR INDEMNITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL,

INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF GOODWILL. EXCEPT FOR DAMAGES ARISING FROM A BREACH OF THE CLAUSES CONFIDENTIALITY OR AMOUNTS PAYABLE UNDER THE CLAUSE IPR INDEMNITY IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY DAMAGES TO THE OTHER PARTY EVER EXCEED \$50,000.

15 RESERVED

16 GENERAL

- 16.1 **Anti-Corruption:** The Parties will comply with all laws, regulations and requirements (whether international, federal, state, local, or provincial) prohibiting bribery, money laundering, and anti-corruption, including the U.S. Foreign Corrupt Practices Act.
- 16.2 **Force Majeure:** Neither Party is liable for failing to perform an obligation under this Agreement if such failure is due to any act or condition beyond that Party's reasonable control.
- 16.3 **Assignment:** Customer may not assign, transfer, delegate, or sublicense any of Customer's rights or obligations under this Agreement without Supplier's prior written consent. Any assignment, transfer, delegation, or grant of sublicense without Supplier's consent is null and void.
- 16.4 **No Joint Venture:** The Parties are independent contractors and have no power to bind or incur obligations on the other Party's behalf.
- 16.5 **Dispute Resolution:** In the event of a dispute, each Party will appoint a senior management representative to negotiate in good faith to resolve the dispute before commencing formal proceedings. Formal proceedings may not commence until 30 days have passed since the initial request to negotiate the dispute; provided, however, that a Party may file for formal proceedings at any time to avoid the expiration of any limitations period, preserve a superior position with respect to other creditors, or apply for interim, injunctive, or equitable relief
- 16.6 **Governing Law:** This Agreement and all matters relating to the interpretation and effect of this Agreement are made and will be governed by and construed in accordance with the laws of Germany, without giving effect to its conflicts-of-laws provisions. Partner consents to exclusive personal jurisdiction in Germany.
- 16.7 **Prevailing Party:** In the event a dispute arising under this Agreement results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party.
- 16.8 **Non-waiver:** No waiver or retraction of a waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom such waiver is sought. The failure of either Party to exercise any right granted herein, or to require the performance by the other Party hereto of any provision in this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 16.9 **Notices:** All notices and demands relating to this Agreement must be in writing and sent to the other Party at the address set out in the top of the document. Form to the attention of such Party's legal department, unless a different address or recipient is designated by a Party. All notices and demands will be effective upon delivery when: (i) delivered in person with signed receipt; (ii) sent by registered mail (return receipt requested); or (iii) sent by nationally recognized trackable carrier service.

- 16.10 **Entire Agreement; Waiver; Priority; Severability**: This Agreement constitutes the entire agreement between the Parties, and supersedes all prior written and oral agreements and communications related to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by the duly authorized representatives of the Parties. Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. A waiver granted under this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. In the event of any conflict between any provision of this Agreement and any exhibits incorporated and made part of this Agreement, such conflict will be resolved by giving precedence to the Agreement.

EXHIBIT-A

CLOUD SERVICES TRIAL AGREEMENT

YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY SOFTWARE AG CLOUD SERVICES TO WHICH THESE TERMS AND CONDITIONS APPLY (“**CLOUD SERVICES**”). THE USE OF ANY CLOUD SERVICES WILL INDICATE ACCEPTANCE OF THESE TERMS AND CONDITIONS AND CONSENT TO BE BOUND BY THEM. YOU HAVE AUTHORITY TO ACT ON BEHALF OF YOUR COMPANY (“**CUSTOMER**”) IN DEALING WITH THE RELEVANT SOFTWARE AG GROUP COMPANY (“**SUPPLIER**”).

1 USE OF SERVICES

- 1.1 **Access to Cloud Services:** Supplier grants the Customer a right to access and use the Cloud Services for evaluation, testing and proof of concept purposes only for 30 days (“**Trial Term**”) subject to the availability of third-party infrastructure, required and emergency maintenance, availability of third-party networks and communications facilities and force majeure events.
- 1.2 **Exit Terms:** Access to the Cloud Services will be removed upon expiry of the Trial Term. Within 30 days after termination (the “**Exit Period**”):
- (a) Customer will be able to download a final backup of the Customer Data and IS Packages containing developed artifacts; and
 - (b) on request, Supplier will provide Additional Metadata (e.g. audit logs and execution results) in .csv format. After an Exit Period, Supplier will delete the Customer's environment/tenant, dedicated virtual servers and the Customer Data following industry- standard practices.
- 1.3 **Restrictions:** The right to access and use the Cloud Services is subject to the following restrictions:
- (a) Customer shall not:
 - commercially exploit or make the Cloud Services available to any third party
 - access or use the Cloud Services other than in compliance with all applicable laws and regulations;
 - interfere with or disrupt the integrity or performance of the Cloud Services or the data contained therein;
 - conduct penetration testing other than by agreement with Supplier;
 - (b) the Customer shall obtain any consents and authorizations necessary for the Customer's use (and the Supplier's provision) of the Cloud Services.
- 1.4 **Termination:** Either Party may terminate this Agreement with immediate effect by written notice.

2 CUSTOMER INFORMATION

- 2.1 **Customer Access:** The Customer is responsible for the access to the Cloud Services and is responsible for maintaining the confidentiality of its access methods such as usernames and passwords and agrees to notify the Supplier via the Cloud Services support channel if a password is compromised. The Customer is responsible for all activities that occur under its Account.
- 2.2 **Metadata, Customer Data and Customer Personal Data:** The Cloud Services will gather and transmit certain technical information, Account information, and metadata associated with the Customer's access and use of the Cloud Services, including application telemetry, IP addresses, IP configurations, stored sessions, open ports, Account credentials, network metadata, and device operating system, status, version and configuration (collectively "**Metadata**"). Metadata will not include any of the actual Customer data processed with the Cloud Services. With an exception of meta data the Customer shall own all content, information, materials, and intellectual property provided in its unaltered form by Customer in connection with Customer's use of and access to the Cloud Services ("**Customer Data**"). The obligations of the parties in connection with the processing of any Customer Data that qualify as personal data according to Art. 4 No. 1 of the General Data Protection Regulation (GDPR) ("**Customer Personal Data**") including the applicable technical and organizational measures that Supplier is required to implement and maintain to protect Customer Personal Data, shall be as set out in the Data Processing Agreement entered into between the Parties.
- 2.3 **Customer Responsibility for Customer Data:** The Customer is solely responsible for all Customer Data provided, or uploaded to, stored in or transmitted through the Cloud Services and the use of the Cloud Services by the Customer and its Users.
- 2.4 **Supplier Access to Customer Data and Metadata:** The Supplier will not use or access the Customer Data associated with the use of and access to the Cloud Services by the Customer in the ordinary course of the provision of the Cloud Services and has policies and data protection controls in place which prohibit cloud operations staff from accessing Customer Data unless explicitly authorized and instructed by the Customer administrator. Should the Supplier require such access it may do so only with the prior instruction of the Customer (not to be unreasonably withheld or delayed in any of the circumstances referred to below). Customer hereby instructs and accordingly grants to the Supplier a worldwide, irrevocable, non-transferable, non-assignable (except as permitted under this Agreement), sub-license-able, non-exclusive license to access, retrieve, store, copy, display, distribute, transmit and otherwise use the Customer Data associated with the Cloud Services:
- (a) in connection with maintaining, providing and/or making available the Cloud Services;
 - (b) as reasonably required in order to cooperate with legitimate governmental requests, subpoenas or court orders provided that Supplier gives Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Supplier is legally prohibited from doing so;
 - (c) as otherwise required in order to protect the Supplier's systems and the Customer; and
 - (d) otherwise for the purposes of ensuring the integrity and operation of the Supplier's business

and systems.

The Customer hereby consents to the use by the Supplier of the Metadata as reasonably required in in connection with maintaining, providing and/or making available the Cloud Services.

3 SUPPLIER OBLIGATIONS

3.1 **Cloud Privacy Policy:** In order to provide the Cloud Services, the Supplier will access and use the Metadata in accordance with its then current Cloud Privacy Policy <http://www.softwareag.com/corporate/privacy.asp>.

3.2 **Security:** In performing the Cloud Services, Supplier:

- (a) will employ commercially reasonable security measures;
- (b) agrees to make reasonable commercial efforts to safeguard the personal data associated with the Customer Data from unauthorized access or use; and
- (c) will comply with its then current Cloud Information Security Policy as amended from time to time and available on request (subject to a written confidentiality agreement between the Parties). The Cloud Information Security Policy is designed along the requirements of ISO 27001.

4 CONFIDENTIALITY

4.1 **Confidentiality:** Each Party agrees:

- (a) to use Confidential Information only for the purposes described herein; and
- (b) not to reproduce Confidential Information and to hold it in confidence and protect it from dissemination to, and use by, any third party; and
- (c) not to create any derivative work from Confidential Information; and
- (d) to restrict access to the Confidential Information to its personnel, agents, sub-contractors and/or consultants, who need to have access to such Confidential Information and who have been advised of and have agreed in writing to treat such Confidential Information in accordance with this Agreement; and
- (e) to return or, at the disclosing party's discretion, destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

4.2 **Exclusions:** The restrictions shall not apply to Confidential Information that:

- (a) is publicly available or in the public domain at the time disclosed;
- (b) is or becomes publicly available or enters the public domain through no fault of the recipient;
- (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto;
- (d) is already in the recipient's possession free of any confidentiality obligations with respect

thereto at the time of disclosure;

- (e) is independently developed by the recipient; or
- (f) is approved for release or disclosure by the disclosing Party without restriction.

4.3 **Compliance with law permitted**: Each Party may disclose Confidential Information to the limited extent required to comply with the order of a court or other governmental body or applicable law, including to make such court filings as it may be required to do, provided that it gives reasonable notice of the demand to allow the other Party to seek a protective order or other appropriate remedy (unless is legally prohibited from doing so).

5 INDEMNITY

5.1 **Customer Indemnity**: Customer shall indemnify, defend, and hold the Supplier harmless from any action brought by a third-party against the Supplier to the extent that it is proximately caused by an allegation that:

- (a) any access to or use of Customer Data with the Cloud Services; or
- (b) modification or use of the Cloud Services with the Customer's applications;

have infringed any intellectual property right or trade secret and pay those damages or costs related to the settlement of such action or finally awarded against the Supplier in such action, including but not limited to reasonable attorneys' fees, provided that the Supplier:

- promptly notifies Customer of any such action; and
- gives Customer full authority, information, and assistance to defend such claim; and
- gives Customer sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim. Customer shall have the right to settle or compromise any such claim provided that such settlement or compromise does not impose any costs or material disadvantage to Supplier without Supplier's priorwritten consent.

6 LIMITATION OF LIABILITY

6.1 **Warranty Disclaimer**: The Customer acknowledges that the Cloud Services are provided "as is" without any warranty whatsoever solely for the Customer's evaluation. THE SUPPLIER DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6.2 **Limitation of Liability**: To the extent permitted by law, Supplier shall not be liable for any damages caused by the use of the Cloud Services.

7 GENERAL

- 7.1 **Governing Law:** This Agreement and all matters relating to the interpretation and effect of this Agreement are made and will be governed exclusively by and construed in accordance with the laws of Germany without giving effect to its conflicts-of-laws provisions and exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties consent and submit to exclusive personal jurisdiction, procedure and venue for legal disputes arising from or connected with this Agreement shall lie with the courts of Darmstadt, Germany. Arbitration processes are excluded.

Exhibit B

Description of Device Certification Program

The Device Certification Program focuses on providing vendors of IoT devices a basis for partnering with Supplier. Within the scope of the program is the certification of the compatibility and functional integration of IoT devices (gateways, routers, modems, controllers and others) with Supplier’s Cumulocity IoT platform. Acceptance of the Device Certification Program Agreement lifts the device vendor into the status of a Supplier Device Partner. The Device Certification Program includes:

- Access for the Device Partner to Supplier technology in form of a tenant license in Cumulocity IoT public cloud solely for the purpose of testing the IoT device integration into Cumulocity IoT.
- The listing of the IoT device in a catalog of certified devices on Supplier’s public website.
- The marketing of the integration of partner’s device with Cumulocity IoT over the partner’s marketing channels (e.g. press releases, public website).
- Access to processes for follow-up certifications in Supplier’s certification lab in Sophia, Bulgaria. Those follow-up certifications are underlying professional service agreements and are in general not free of charge; however, while for participating in the Device Certification Program no costs are incurred

The principle process from on-boarding and contracting as Device Partner, the self-certification of a device for Cumulocity IoT, and the listing of the device in the public catalog of Cumulocity IoT certified devices is shown in Figure 1. The Device Certification Program Agreement covers the processes of partnering, certification and listing described therein.

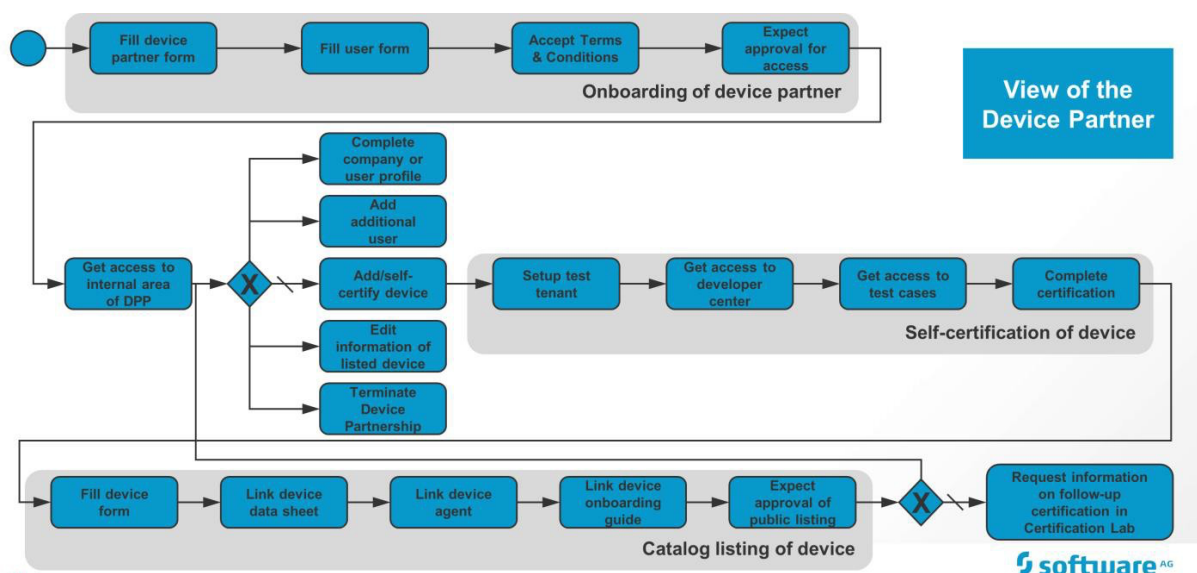


Figure 1: Process covered by the Device Certification Program that can be executed in the according partner portal and that is covered by the Device Certification Program Agreement.

Initially, the device vendor needs to apply for device partnership. Therefore, it is necessary to fill a form and providing the eligible information on the company. In addition, the Device Certification Program Agreement needs to be accepted with the Terms & Conditions of the program. In a next step, the application of the device partnership is approved by Supplier. This step is done in order to assure the validity and integrity of the provided information. With the acceptance the device partner is granted access to the Device Partner

Portal. In here the process of device self-certification can be started per default. The partner is taken through the workflow of the self-certification, including the setup of a tenant for test purpose, the development or modification of a device agent for his purposes, and the setup of test cases part of the compliance check of his device integration. Finally, the device partner is enabled to provide the information necessary to list his certified device in the public catalog of devices certified for Cumulocity IoT.