

# Terms of Use for Online Services

The present service descriptions govern all self-service offerings of BOC Group. Other services, that are subject to a specific agreement between BOC Group and the client, are governed by the specific contract, the General Terms and Conditions, the specific Terms of Use and any related data processing agreements in place.

All Services are provided solely to natural or legal persons in terms of §§1-3 UGB (Unternehmensgesetzbuch, Austria) which are registering for and using BOC Group Online Services in execution of their commercial or independent professional activities.

The information duties pursuant to § 9 ECG are expressly waived.

All BOC Group Online Services are provided on an "as is" and "as available" basis, with no express or implied warranty for accuracy or accessibility.

All prices are net prices, stated in Euro, and are exclusive of the statutory VAT.

People who registered for a BOC Group Online Service may receive communication on new product releases and may be contacted by BOC Group or its affiliates for the reason of discussing opportunities in exploring professional services.

In the following, all BOC Group Online Services are described in detail.

Our General Terms and Conditions. (GTC) apply mutatis mutandis to all our online offers.

## 1 Table of Content

1	Table of Content	1
2	Software Subscription (self-service offering)	2
3	General Licence Agreement	2
3.1.	ADONIS NP Starter Edition	2
3.2.	BOC Academy Programme	4
3.3.	ADONIS/ADOIT Community Edition	5
3.4.	ADONIS/ADOIT Mobile Applications	5
4	Trainings and E-Learning	5
5	Online Platform User Registration	6
6	Support Portal	6
7	Disclaimer of Warranty and Links to Other Websites	6
8	Copyright and Trademarks	7
9	Law and Jurisdiction	7

## **2 Software Subscription (self-service offering)**

Several BOC Group Online Services contain Software Subscription services (free of charge or paid), which span software licences, maintenance services and operations services.

To provide the Cloud Services BOC Group uses an ISO27001-certified IaaS Provider.

## **3 General Licence Agreement**

In the course of such Software Subscription, BOC Group grants the client a limited, non-exclusive, non-transferable licence to use the software in the manner intended and to the extent prescribed in the order form and the terms and conditions of this agreement.

This licence does not include the right to sublicense or to pass account details to third parties.

The licence shall remain effective only as long as the subscriber and all associated users are in full compliance with all the terms and conditions and shall terminate automatically if any user fails to comply with any such term or condition or upon expiration or cancellation.

Software Subscriptions expire at the end of their defined lifetime or according to the defined cancellation period.

Every Software Subscription follows the "Named Use" principle (NU). Therefore, the right to use is assigned to specific users and exclusively grants personal access to the Software for these users.

Software Subscriptions allow the subscriber and its associated users to store account data in the software product provided. BOC Group is not responsible for any of the data stored by the subscriber or any associated user.

In particular, BOC Group is not obliged to check whether the data stored violates applicable law, copyrights, registered trademarks or competition regulations.

For details on data retention, please see the corresponding section of the specific service in our privacy policy.

Liability for data loss is excluded.

The client shall treat the access credentials required for using the Subscription Service with confidentiality, and shall set up the necessary technical conditions in his infrastructure such that he is able to access the operating environment via the internet.

BOC Group is entitled to block the client's access to the Software if it has reasons to suspect that the client is involved in internet activities that threaten the security of the BOC Group infrastructure or that of a third party. This blocking may only occur for the duration of the threat. Any costs incurred by BOC Group in this context shall be borne by the client.

The client expressly agrees to refrain from carrying out attacks on the operating scenario for the purpose of security checks, capacity tests or the like. In exceptional cases, BOC Group may consent in writing to such tests being carried out. However, any such agreed tests require the prior written consent from BOC Group, must be announced in writing with an appropriate lead time and may only be executed at the agreed times and within the agreed scope.

The operations services are provided by BOC Information Technologies Consulting GmbH, Operngasse 20b, 1040 Vienna, on behalf of BOC Products & Services AG.

Furthermore, the specific Service Descriptions and Licence Terms below apply.

### **3.1. ADONIS NP Starter Edition**

The ADONIS NP Starter Edition is a fully-preconfigured, professional edition of BOC Group's Business Process Management tool ADONIS, available exclusively as Software-as-a-Service.

It can be ordered online in self-service with credit card payment and is based on a monthly subscription for recurring payment.

The recurring service fee will be charged to the subscriber's credit card monthly in advance, starting at the date of placing the order.

Clients from EU countries may only subscribe for the Starter Edition if they have a valid VAT ID eligible for reverse charge processing.

The subscription to ADONIS NP Starter Edition can be cancelled by both parties at any time. Cancellation has to be provided in writing one (1) week before the end of the current subscription period to be effective at the end of the current period.

If this cutoff is missed, the subscription is renewed automatically for another one (1) month period and is then cancelled automatically.

After termination of the ADONIS NP Starter Edition, the account content data will be exported and retained for six (6) months and will be permanently deleted after this period.

Within this period, the exported data will be made available for download upon the subscriber's request.

A termination by the client must be directed to BOC Information Technologies Consulting GmbH per email: [support@boc-cloud.com](mailto:support@boc-cloud.com)

The general availability of the Starter Edition is 24/7/365. Nevertheless, BOC Group guarantees a service availability of 99% within the defined service hours:

Monday – Friday, 08.00-18.00 CET (excluding announced maintenance slots and Austrian bank holidays).

Downtimes resulting from any causes beyond the control of BOC Group, such as downtimes of infrastructure services, third party services, software, hardware, or telecommunication failures or force majeure, or failures that are not reasonably foreseeable by BOC Group are excluded from the Service Availability calculations.

Subsequent releases of the product and fix levels will be made available to the client. The product that has been extended/amended by releases or fix levels is subject to the same licence agreement as the product version originally acquired.

For technical questions about the product, as well as for the reporting of incidents, qualified staff of the client may contact the BOC Group Support directly.

Every incident report requires a clear, comprehensible description in order to ensure the reproducibility of the relevant circumstances.

Incidents shall be classified in accordance with the following scheme:

- An incident that inhibits operation is deemed to exist if the use of the product is not possible at all in productive operation.
- An incident that obstruct operation is deemed to exist if the use of the product is possible in productive operation, but there are severe limitations to the usage.
- A minor incident is deemed to exist if the use of the product in productive operation is possible with slight restrictions, or if there is an incident in the product in a test or development system.

Rectification of the incident may also take place via a product release, fix level, measures at the infrastructure level, an appropriate workaround solution or via indication of customer-side remedial measures.

However, in no event is the client entitled to inspect the source code.

#### **Availability and Incident Handling for ADONIS NP Starter Edition**

<b>Service Availability</b>	99% availability within the time schedule Monday-Friday, 08:00-18:00 CET, Austrian bank holidays excluded. Outside this schedule services are generally fully available with automated system recovery in place.	<b>Planned Maintenance Windows</b>	20:00 – 04:00 CET on working days and 00:00 – 24:00 CET on Saturday and Sunday, after prior notification via email
		<b>System Monitoring</b>	24 / 7 / 52, monitoring of system0
<b>Incident Reporting</b>	<u>BOC hotline support hours:</u> Monday-Friday, 08:00-18:00 CET,  <u>except</u> Austrian bank holidays  <u>BOC hotline support channels:</u>  Telephone: +43-1-905 10 81-2880  Email: <a href="mailto:support@boc-cloud.com">support@boc-cloud.com</a>	<b>Severity: <u>inhibiting</u></b> (service not usable)	Reaction time: 1 hour Response time: 6 hours Resolution time(*): 8 hours
		<b>Severity: <u>obstructive</u></b> (service partially usable with obstructions)	Reaction time: 1 hour Response time: 10 hours Resolution time goal: 200 hours
		<b>Severity: <u>minor</u></b> (service usable with slight impairments)	Reaction time: 1 hour Response time: 10 hours Resolution time goal: 250 hours
<b>System Recovery</b>	For recoverable software failures automatic healing procedures are in place, other failures are escalated to the operations team.		

\*within the support availability

### 3.2. BOC Academy Programme

The BOC Academy Programme is focused on educating students in Business Process Management or Enterprise Architecture.

To lecturers, the programme provides lecture content, access to the Business Process Management and Enterprise Architecture community and free, cloud-based, multi-user accounts of BOC Group's Business Process Management tool ADONIS or BOC Group's Enterprise Architecture tool ADOIT for use in teaching at academic institutions worldwide.

To single students, it provides free cloud-based, single-user accounts of the same software applications for use in research or scientific work.

The service is only provided to those eligible for an academic account. This evaluation of eligibility is based on the data provided in the registration forms and is executed manually.

After termination of the Academy Account, the account content data will be exported and retained for fourteen (14) days and will be permanently deleted after this period.

Within this period, the exported data will be made available for download upon the lecturer's or student's request.

### **3.3. ADONIS/ADOIT Community Edition**

ADONIS/ADOIT Community Edition is a free, cloud-based, single-user version of BOC Group's Business Process Management tool ADONIS or BOC Group's Enterprise Architecture tool ADOIT with a restricted feature set.

The licence for ADONIS/ADOIT Community Edition is valid for 60 days after registration and renews automatically upon each login to ADONIS/ADOIT Community Edition.

BOC Group is entitled to revoke the licence at any time with a notice period of one week.

ADONIS/ADOIT Community Edition is only available for ADONIS/ADOIT Community members. The membership to the ADONIS/ADOIT Community is concluded for an indefinite time period and can be cancelled by unsubscribing from the ADONIS/ADOIT Community membership list.

By unsubscribing from the ADONIS/ADOIT Community the licence agreement expires.

Users of ADONIS/ADOIT Community Edition are not entitled to any technical support, email, phone or personal support, or updates for the software or services licenced under this agreement.

BOC Group provides updates to ADONIS/ADOIT Community Edition at its own discretion and provides the service only until further notice. BOC Group has the right to schedule and execute downtimes for maintenance at any time.

After expiration of the ADONIS/ADOIT Community account or termination of the ADONIS/ADOIT Community membership, the account content data will be exported and retained for three hundred sixty five (365) days and will be permanently deleted after this period.

Within this period, the exported data will be made available for download or deletion in a private email link.

### **3.4. ADONIS/ADOIT Mobile Applications**

The ADONIS/ADOIT Mobile Applications are free, cloud-based promotion services of BOC Group's Business Process Management tool ADONIS or BOC Group's Enterprise Architecture tool ADOIT.

The ADONIS/ADOIT Mobile Applications provide an opportunity to experience new and innovative concepts revolving around mobile interaction with ADONIS or ADOIT and to try out new application scenarios.

The Mobile Applications can either be used with an ADONIS/ADOIT Community- or Enterprise Edition Subscription. The license for the Mobile Application is subject to the provisions of the respective Software Edition.

## **4 Trainings and E-Learning**

BOC Group provides a wide range of professional training and e-learning sessions.

Access to e-learning courses or subscriptions can be purchased either for individual users (single seat) or as a package for several users (multi seat).

The access to a specific e-learning course or subscription expires automatically after the indicated time period from the purchase date. If no time period is stated, 3 Month apply.

In multi seat accounts, the main user can invite further users to register (up to the purchased number of seats).

In order to be able to use this service, each user must register.

BOC Group grants registered users, for whom the indicated fee was fully paid, a limited, non-exclusive, non-transferable license to view and display the trainings and the related content for the aforesaid time period, in the manner intended and to the extent of the terms and conditions of this agreement.

The content (training materials, graphics, videos, sample content, case studies, ...) should only be viewed by the registered person and it is strictly forbidden to record or reproduce the content in any way.

The provided content is produced with best interest and care. Nevertheless, BOC Group is not liable for correctness, relevance and quality of the content, neither can BOC Group guarantee a learning or training success.

## **5 Online Platform User Registration**

BOC Group offers visitors to its websites the opportunity to register for the Online Platform. Such registration allows users to view enhanced content, participate in events or use selected services. These include live and on-demand webinars and access to restricted articles. Content and services available to registered users may change from time to time. BOC Group may inform its users by email about new content or services.

BOC Group grants registered users the limited, non-exclusive, non-transferable right to use the content provided via the Online Platform for its intended purpose. BOC Group is entitled to revoke this right at any time.

The content provided has been prepared with the greatest care. Nevertheless, BOC Group does not warrant the accuracy, relevance and quality of the content. Any liability of BOC Group for incorrect content is explicitly excluded.

Sharing or passing on user credentials to access the Online Platform is expressly prohibited.

Registration for the BOC Group Online Platform requires entering personal data. For details on data processing, please refer to the privacy policy.

## **6 Support Portal**

BOC Group provides clients of commercial services and products as well as partners exclusively with the BOC Group Support Portal for access to FAQs and other valuable material related to the tools of the BOC Group Management Office.

Access to the Support Portal is bound to personalized registration and is reserved to clients of commercial services and products as well as partners exclusively.

BOC Group grants registered users a limited, non-exclusive, non-transferable license to view content provided through the Support Portal, in the manner intended and to the extent of the terms and conditions of this agreement. BOC Group is entitled to revoke the licence at any time.

The provided content is produced with best interest and care. Nevertheless, BOC Group is not liable for correctness, relevance and quality of the content.

## **7 Disclaimer of Warranty and Links to Other Websites**

BOC Products & Services AG is concerned with providing correct and complete information within reason. BOC Products & Services AG does not assume liability or guarantee that any of the provided information is up to date, correct, or complete. That applies to all links this website refers to directly or indirectly. BOC Products & Services AG is not responsible for the content of a third party page reached by a link.

BOC Products & Services AG reserves the right to change or edit content provided on the website, without further notice.

BOC Products & Services AG is not liable for direct or indirect damage, claim, or loss of profit, connected to information provided on this website.

## **8 Copyright and Trademarks**

BOC Group, the BOC Group logo, all products, product names, and product logos of BOC Group are registered trademarks of BOC Products & Services AG. All rights reserved.

Further product and company descriptions are subject to the copyright of the corresponding companies. All listed trademarks are property of the corresponding producers. Mentioning them does not violate any copyright regulations.

BOC Group reserves the right to update, improve and edit the content of the website at any time without announcement.

## **9 Law and Jurisdiction**

The entire contractual relationship between the client and BOC Group is subject to Austrian Law. Application of the UN Sales Convention and the provisions on conflicts of law pursuant to the International Private Law of the respective country are excluded.

Disputes arising from or in connection with the contractual relationship between the client and BOC Group, shall be finally settled by the court with jurisdiction for commercial matters in Vienna.