



**TERMS AND CONDITIONS**  
**SERVISBOT SUBSCRIPTION SERVICES AGREEMENT**

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<b>Company:</b>	ServisBot Limited, having its registered office at 39 Northumberland Road, Ballsbridge, Dublin 4, Ireland (" <b>ServisBot</b> ")
<b>Customer:</b>	[ ], having its registered office at [ ], email address [ ]

This ServisBot Subscription Services Agreement includes every Order Form (including the initial Order Form and any additional Order Form(s)) and these Terms and Conditions (including any schedules and appendices hereto) (the "**Subscription Agreement**") and is made on the date set out in the initial Order Form (the "**Effective Date**") between ServisBot Limited and the Customer (as set out in the Order Form) ("**You**" or the "**Customer**") (each, a "**Party**" and collectively, the "**Parties**").

This Subscription Agreement describes the ServisBot Subscription Services and permits Customer to purchase subscriptions to online software-as-a-service products and other services from ServisBot pursuant to any ServisBot ordering documents, online registration, order descriptions or order confirmations referencing this Subscription Agreement ("**Order Form(s)**") and sets forth the basic terms and conditions under which those products and services will be delivered. This Subscription Agreement will govern Customer's initial purchase on the Effective Date and any subsequent purchases thereafter and will remain in force for twelve (12) months (the "**Term**"), automatically renewing on each anniversary of the Effective Date unless terminated in advance by either Party in accordance with Section 10 hereof.

Whether you purchase ServisBot Subscription Services from us or through one of our authorized business partners, we agree to provide you with the Subscription Services on the terms described in this Subscription Agreement, which includes the Order Form(s), exhibits, appendices and documents referred to herein. In exchange, you agree to the terms of this Subscription Agreement.

## **1 Subscription – An Overview**

**1.1 Units:** ServisBot provides Subscription Services based on certain metrics such as the number of transactions, messages, customer cases, Bots, capacity limits, Platform features and other metrics applicable to your deployment and usage of the ServisBot Subscription Services (these metrics collectively are referred to as "**Units**"). If your utilization or deployment of one or more ServisBot Subscription Services exceeds the number of Units purchased, additional fees may apply.

**1.2 Subscription Services:** For each Subscription that you purchase, ServisBot provides you one or more of the following:

- **Application Services:** Access to the ServisBot development and hosting environment (the "**Platform**") for the purpose of developing, testing and managing bot applications that You develop for use by Your employees and/or Your customers ("**Applications**" or "**Bots**"). The Application Services may include access to (a) certain application programming interfaces ("**APIs**"); (b) other forms of ServisBot developed documentation, digital content, data, text, images, ServisBot logos and trademarks, user interface designs and other creative designs, audio and video ("**Platform Content**"); (c) ServisBot templates made available from time to time for use in connection with the Services ("**Bot Templates**"); and (d) certain ServisBot software code contained in the ServisBot client libraries ("**Device Code**"). Together the APIs, Platform Content, Application Templates and Device Code are referred to as "**ServisBot Content**".
- **Support Services:** our Support Services Terms are available at Appendix 1.
- **Hosting Services:** Access to infrastructure and services required to host Your Applications.

## **2 Your Account**

**2.1 Your Account.** You will be required to create an account, or one will be created for you ("**Your Account**"). You may provide access through Your Account to one or more "**Authorized Users**" which may be your employees or independent contractors acting on your behalf. You must maintain the confidentiality of any passwords to Your Account information and are solely responsible for all activities and/or actions that occur with respect to Your Account.

**2.2 Your Use.** You agree to use (and to procure that your authorized users use) the Subscription Services in accordance with, and to comply with, all applicable laws and regulations and the terms of this Subscription Agreement. You are solely responsible for determining the suitability of the Subscription Services for your use. If you develop Applications



that operate in conjunction with the ServisBot Subscription Services for and on behalf of any third party, ServisBot may require the third party to obtain Subscription Services from ServisBot whereby such use is subject to the terms and conditions of this Subscription Agreement. You are solely responsible for the actions of your authorized users.

### 3 ServisBot Services and License

**3.1 Rights in the Subscription Services.** ServisBot and its licensors own all of the right, title and interest in and to the ServisBot Content and Subscription Services including all modifications, improvements, inventions, enhancements, or derivative works thereof, as well as any and all intellectual property rights therein.

**3.2 Restrictions on Services.** You shall not (i) sublicense, sell, lease, transfer, rent, distribute or redistribute the Subscription Services; (ii) reverse engineer, decompile, disassemble or reengineer the Subscription Services except to the extent such conduct is permitted under applicable law notwithstanding this restriction; (iii) remove or modify any of the copyright, trademark or other proprietary notices contained in the Subscription Services; (iv) modify or create derivative works of the Subscription Services, (v) copy the Subscription Services, other than as may otherwise be permitted pursuant to an applicable software license or (vi) use the Subscription Services to create products or services that compete with any of the Subscription Services (vii) use the Subscription Services in a manner that constitutes defamation, invasion of privacy or publicity, (viii) use the Subscription Services in whole or in part for any purpose except as expressly provided for under this Subscription Agreement or (ix) use the Subscription Services for any illegal or malicious activity.

**3.3 License to Use Software.** To the extent that ServisBot Content does not contain a separate license agreement in the "LICENSES.txt" file, ServisBot hereby grants to you for the Term a non-exclusive, royalty-free, non-transferable right and license, to use the ServisBot Content in connection with the Subscription Services. ServisBot grants you a license to distribute Device Code in any Application that you develop in connection with the Subscription Services in accordance with this Subscription Agreement, subject to the restrictions set forth below.

**3.4 Open Source License.** There are components of the ServisBot Content that are distributed under open source licenses ("Open Source Software") and your use of the Open Source Software is governed by the applicable open source license agreements contained in the "LICENSES.txt" file and the terms of this Subscription Agreement are not intended to interfere with any rights you may receive under the applicable Open Source Software license.

**3.5 APIs.** You may use any documented APIs disclosed in the documentation for the Subscription Services solely for the purpose of integrating your content with the Subscription Services and for no other purpose during the Term. You acknowledge that ServisBot may change, deprecate or republish APIs from time to time, and that it is your responsibility to ensure that calls you make to any Subscription Service are compatible with then-current APIs for the Service.

### 4 Your Content

**4.1 Your Content.** You retain ownership of your content. You are solely responsible for the use and deployment of your content in connection with the Subscription Services in compliance with this Subscription Agreement and all applicable laws and licenses. You agree to remove promptly any of your content that violates these terms. ServisBot will not be responsible under any circumstances for any claims, damages or other actions relating to your content. You must immediately respond to any notice you receive claiming that your content violates a third party's rights and take corrective action, which may include but is not limited to promptly removing any of your content.

**4.2 Your License Grant to ServisBot.** You grant to ServisBot and to any third-party providers on whose services ServisBot may depend to provide the Subscription Services, a perpetual, worldwide, non-exclusive, sublicensable, royalty-free license to make, use, reproduce, distribute, import, perform and display your content solely for the purpose of providing or improving the Subscription Services to you.

### 5 Third Party Offerings

There may be third party software and/or services that interoperate with the Platform ("Third-Party Offering(s)"). ServisBot provides no warranty, may not support and may not have confirmed the validity, functionality or screened the content of any such Third-Party Offerings. Any use is at your own risk. Third-Party Offerings are governed by, and you agree to abide by, their relevant terms and conditions. ServisBot and its licensors/vendors have no obligations or liability with respect to Third-Party Offerings.

### 6 Changes to the Subscription Services and Service Levels

ServisBot may and reserves the right to periodically update, improve and/or discontinue certain functionality associated with the Subscription Services (including the underlying platforms and application programming interfaces and/or application binary interfaces). ServisBot will use commercially reasonable efforts to provide notice of material changes on [www.servicebot.com].



## 7 Fees

**7.1 Fees.** Except as expressly set forth in Section 10 and Section 13, all fees are non-refundable. The rates in the Order Form (the "**Fees**") are valid for the initial twelve (12) month period of each Term and thereafter may be subject to an automatic adjustment increase of up to ten percent (10%) per year. Customer is responsible for paying **all** taxes and all taxes are excluded from any Fees. If Customer is required by law to withhold any taxes from Customer's payment, the Fees payable by Customer will be increased as necessary so that after making any required withholdings, ServisBot receives and retains (free from any liability for payment of taxes) an amount equal to the amount it would have received had no such withholdings been made. Any late payments will be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

**7.2 Promotions, Evaluations & Free Services.** From time to time, ServisBot may offer you certain promotional pricing, evaluations or programs or certain Subscription Services without charge, which shall be limited in accordance with the terms thereof.

## 8 Service Suspension & Termination

**8.1 Availability of Platform and Subscription Services.** Notice of anticipated downtime to the Subscription Services shall be posted at [status.servisbot.com](http://status.servisbot.com).

**8.2 Downtime and Service Suspensions.** Your access to and use of the Subscription Services may be temporarily suspended for any reason, scheduled or unscheduled, including but not limited to (a) as a result of power outages, system failures, system attacks, legal requirements or other interruptions; (b) for scheduled downtime to permit ServisBot to conduct maintenance or make modifications to any Service; and (c) if you or one of your authorized users breaches the terms of this Subscription Agreement. ServisBot will endeavor to provide you with commercially reasonable notice of any Service Suspension and to post updates at [status.servisbot.com](http://status.servisbot.com).

**8.3 Termination.** Upon termination of the Subscription Services, except as otherwise permitted under this Subscription Agreement or any Order Form, you shall not be entitled to use, access or embed any Subscription Services, or ServisBot Content using the Subscription Services. Upon termination of your Subscription Services (other than due to material breach by You) ServisBot shall provide you with certain APIs in order to extract any of your content, including any Applications and any Content created and or owned by your authorized users, from the ServisBot Platform for a period of thirty (30) days.

## 9 Data Transfer, Security & Confidentiality

**9.1 Data Transfer.** In order to provide the Subscription Services, it may be necessary for your content or other information to be transferred between ServisBot, its affiliates, vendors and/or subcontractors, which may be located worldwide. You agree that ServisBot, its affiliates, vendors and/or subcontractors are acting as data processors on your behalf, and you appoint us to process your content in order to provide the Subscription Services to you. You will obtain any necessary consent from your authorized users, whose Personally Identifiable Information (defined below) or other content you will be using in connection with the Subscription Services.

**9.2 Data Transfer, Data Processing and Privacy Policy.** Any content that you provide in connection with the use of the Subscription Services will be subject to and may be used in accordance with the ServisBot Privacy Statement at <http://servisbot.com/privacy/privacy.html>.

**9.3 Data Security.** You acknowledge and agree that you bear sole responsibility for adequate security, protection and backup of your content and Applications. ServisBot will have no liability to You for any unauthorized access or use, corruption, deletion, destruction or loss of any of your content or Applications.

ServisBot strives to keep your Content secure, but, given the nature of the Internet, cannot guarantee that we will be successful at doing so. ServisBot strongly encourages you, where available and appropriate, to (a) use encryption technology to protect your Content and in particular Personally Identifiable Information transmitted to and from, and while stored on, the Subscription Services, (b) routinely archive your content, and (c) keep Applications or any software used or running with the Subscription Services current with the latest security patches or updates. In the event of unauthorized access to your content, ServisBot will cooperate with you to comply with any applicable laws and regulations, including, for example, those that require notification of individuals whose Personally Identifiable Information may have been compromised. "**Personally Identifiable Information**" means any information relating to an identified or identifiable natural person (in particular, pursuant to article 4(1) of Regulation (EU) 2016/679 of 27 April 2016 (GDPR)).

**9.4 GDPR Data Processing.** To the extent that ServisBot transacts business in the European Union, including where the personal data of an EU citizen is involved, each of the parties represent and warrant that it will comply with GDPR. The GDPR-mandated data processing provisions outlining the rights and obligations of the parties as data controller and data processor respectively are included in the data processing arrangement attached hereto at Appendix 2. If any of the



provisions of Appendix 2 conflict with the provisions of any term between the parties, then the provisions of Appendix 2 shall prevail.

## **10 Termination**

**10.1 Termination.** You may cancel the Subscription Services by providing written notice to ServisBot at least ninety (90) days prior to the annual renewal date.

Either party may terminate (a) if a breaching party has been given thirty (30) days written notice of a breach and fails to cure such breach to the other party's reasonable satisfaction within such time period. Upon such termination by Customer, ServisBot shall refund un-used Fees received; (b) upon any material breach by the other party, including but not limited to, a failure to pay the Fees when due; (c) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings, disposal of its assets, failure to continue its business, appointment of a receiver for all or any portion of it business or operations, assignment for the benefit of creditors, or if it becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding.

**10.2 Effect of Termination** Notwithstanding termination, Sections 9, 11, 12, 13 and 14 shall continue to be effective after this Subscription Agreement is terminated, and any Fees and other amounts accrued and owed to ServisBot that remain unpaid shall continue to be owed to ServisBot notwithstanding termination of this Subscription Agreement for any reason. Upon termination of the Services, (a) all rights granted to you hereunder shall immediately and without further action by ServisBot revert to ServisBot; (b) You shall not be entitled to use, access or embed any Subscription Services using the ServisBot Service; (c) You shall not be permitted to retain any copies of content or code provided by ServisBot through the Services for use or for any purpose; and (d) You shall return promptly to ServisBot all copies of such content or code provided by ServisBot.

## **11 Limited Warranty**

**NOTHING IN THIS SUBSCRIPTION AGREEMENT, INCLUDING SECTIONS 11 AND 12, SHALL EXCLUDE OR LIMIT SERVISBOT'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SERVISBOT HEREBY REPRESENTS AND WARRANT TO YOU THAT (I) THE SERVICES WILL BE PROVIDED TO YOU IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS, (II) IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES, AND (III) NONE OF THE SERVICES SHALL INFRINGE OR VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY(IES).**

**EXCEPT AS OTHERWISE SET FORTH ABOVE, SERVISBOT, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO ADDITIONAL WARRANTIES AND DISCLAIM ALL WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE SERVISBOT SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVISBOT, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVISBOT SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVISBOT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE SERVISBOT SERVICES WILL BE ACCURATE. THIS SECTION SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

## **12 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL SERVISBOT, IT AFFILIATES, VENDORS, SUBCONTRACTORS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOST PROFITS OR REVENUES OR LOST DATE OR SIMILAR ECONOMIC LOSS, REGARDLESS OF HOW SUCH LOSSES OR DAMAGES ARE CHARACTERIZED, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT, EVEN IF SERVISBOT HAS BEEN ADVISED OF SUCH CLAIM OR POTENTIAL LOSS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL SERVISBOT'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS SUBSCRIPTION AGREEMENT (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, AND OTHER CONTRACT OR TORT CLAIMS) EXCEED THE AMOUNT OF FEES RECEIVED BY SERVISBOT FROM CUSTOMER PURSUANT TO THIS SUBSCRIPTION AGREEMENT IN THE TWELVE MONTHS PRECEDING THE CLAIM.

## **13 IP Infringement and indemnity**

Subject to Section 12 of this Subscription Agreement, ServisBot will defend Customer from and against any claim by a third party alleging that a Service when used as authorized under this Subscription Agreement infringes a U.S. patent, U.S. copyright, or U.S. trademark and will indemnify and hold harmless Customer from and against any damages and costs finally awarded against Customer or agreed in settlement by ServisBot (including reasonable attorneys' fees) resulting from such claim, provided that ServisBot will have received from Customer: (i) prompt written notice of such claim (but in any



event notice in sufficient time for ServisBot to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable cooperation of Customer. ServisBot will not settle any claim without Customer's prior written consent, which shall not be unreasonably withheld or delayed. If Customer's use of a Service is (or in ServisBot's opinion is likely to be) enjoined, if required by settlement or if ServisBot determines such actions are reasonably necessary to avoid material liability, ServisBot may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using such Service; or if (a) and (b) are not commercially reasonable, (c) terminate this Subscription Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term that was paid by Customer but not rendered by ServisBot. The foregoing indemnification obligation of ServisBot will not apply: (1) if such Service is modified by any party other than ServisBot, but solely to the extent the alleged infringement is caused by such modification; (2) if such Service is combined with products or processes not provided by ServisBot, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of such Service by Customer; (4) to any action arising as a result of Customer Data or any third-party deliverables or components contained within such Service; (5) to the extent the alleged infringement is not caused by the particular technology or implementation of the Service but instead by features common to any similar product or service; or (6) if Customer settles or makes any admissions with respect to a claim without ServisBot's prior written consent. **THIS SECTION 13 SETS FORTH SERVISBOT'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.**

**14 General**

**14.1 Entire Agreement** This Subscription Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior agreements, arrangements, letters and discussions between the Parties. This Subscription Agreement may be amended or modified, and the observance of any term hereof may be waived, only by a written instrument duly executed by ServisBot and Customer.

**14.2 Notices** Any notice or other communication under this Subscription Agreement shall only be effective if it delivered to the postal or email address indicated at the beginning of this Subscription Agreement, or such other postal or email address as a party may notify to the other party from time to time.

**14.3 Waivers and Limitation of Actions** No delay or omission in the exercise of any power or remedy available hereunder shall impair or affect either party's right to the exercise thereof. No action, regardless of form, arising out of the transactions contemplated herein may be brought by either Party more than one (1) year after the cause of action has accrued.

**14.4 Force Majeure** Neither Party shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control; provided, however, that the Party claiming force majeure promptly notifies the other Party of the event of force majeure, the anticipated duration of such event, and the steps taken to remedy the failure. The other Party will assist as reasonably necessary to remedy or mitigate the failure. Should such event continue beyond thirty (30) days, this Subscription Agreement will terminate unless extended by mutual written agreement of the parties.

**14.5 Governing Law** This Subscription Agreement shall be governed by the internal law of the State of Delaware, without regard to the conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

**14.6 Assignment** Customer may not assign any of its rights or obligations under this Subscription Agreement, whether by operation of law or otherwise, without the prior written consent of ServisBot. This Subscription Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

**14.7 Confidentiality** The parties agree to maintain as confidential and secret all confidential information exchanged between the parties and to use such confidential information only for the purposes of this Subscription Agreement unless otherwise agreed by the parties in writing.

**I hereby accept the terms as described in the Subscription Agreement on behalf:**

<b>ServisBot Limited:</b>	<b>Customer: [INSERT CUSTOMER'S FULL LEGAL NAME HERE]:</b>
_____	_____
Signed by: Date:	Signed by: Date:



## Appendix 1: Support Service Terms

**Definitions.** “**Supported Platforms**” means the hardware and platforms that are listed at [servisbot.com/support](https://servisbot.com/support). “**Evaluation Subscriptions**” are Subscription Services provided for the sole purpose of evaluating the suitability of the Subscription Services for your future purchase from ServisBot or through one of our authorized Business Partners. “**Support Contact(s)**” is a person authorized by you to open support requests and/or contact ServisBot support personnel.

**Support from ServisBot.** Support Services consist of guidance on the use of the Subscription Services when used for their intended purpose, including problem diagnosis and bug fixes for the Subscription Services. To access and use Support Services, you must provide ServisBot with sufficient information to validate your entitlement to the relevant Support Services. The scope of the Support Services is based on the level (for example, Standard or Premium) and type of Subscription Services you purchased. Certain support is provided only during ServisBot’s local standard business hours.

**Support Coverage.** We do not provide Support Services for (a) advice on architecture, UI design, development or data analysis; (b) non ServisBot Services or software, including but not limited to devices, applications, infrastructure or tools that you or a third party provide or create, (c) access management or any security related processes that apply only to Your Account; (d) any work performed under a separate professional services engagement; (e) Subscriptions Services running with devices or infrastructure that are not Supported Platforms; (f) individuals who are not Your Support Contact; or (g) ServisBot Services running in an unsupported Use Case. You are responsible for testing the Subscription Services and Software before deploying it in your environment and for providing support to your authorized users and for your Applications. You should also backup your systems on a regular basis and have those backups available if needed for support purposes.

**Response.** ServisBot will use commercially reasonable efforts to provide Support Services in accordance with the guidelines shown in Table below. The Support Services are provided in the English language and may be available in other languages based on available resources. ServisBot’s standard business hours are 8am-5pm Monday through Friday (“**Standard Business Hours**”). All support requests should be provided either by submitting the request at <https://support.ServisBot.com> or by sending an email to [support@ServisBot.com](mailto:support@ServisBot.com). Support requests submitted outside Standard Business Hours will be handled once Standard Business Hours recommence.

**Service Level Guidelines.** Support Services are available in one or more of the following support levels: Standard or Premium. After the Initial Response, ServisBOT will provide status updates on the issue until (i) the issue is resolved; (ii) the issue is downgraded to a lower Severity Level (in which case status updates will be provided in accordance with the update guidelines applicable the new Severity Level); or (iii) the parties agree on an alternative update schedule.

	Standard	Premium	
<b>Hours of Coverage</b>	Standard Business Hours	Standard Business Hours 24x7 for Severity 1 and 2	
<b>Support Channel</b>	Bot, Web and Phone	Bot, Web and Phone	
<b>Number of Cases</b>	Unlimited	Unlimited	
<b>Response Guidelines</b>	Initial and Ongoing Response	Initial Response	Ongoing Response
<b>Severity 1 (Urgent):</b> A problem that severely impacts your use of the Subscription Services in a production environment (such as the loss of production data or production systems not functioning). The situation halts your business operations and no procedural work around exists.	1 Business Hour	1 hour	1 hour
<b>Severity 2 (High):</b> A problem where the Subscription Services are functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural work around exists.	4 Business Hours	2 hours	4 hours
<b>Severity 3 (Medium):</b> A problem that involves partial, non-critical loss of use of the Software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around. For development	1 Business Day	4 Business Hours	8 Business Hours

	Standard	Premium	
environments, the situation is causing your project to no longer continue or migrate into production.			
<b>Severity 4 (Low):</b> A general usage question, reporting of a documentation error or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around.	2 Business Days	8 Business Hours	2 Business Days

## Appendix 2: GDPR – Data Processing

### 1. SCOPE OF THE DATA PROCESSING ARRANGEMENTS

This Appendix 2 (this "**Appendix**") forms part of the Subscription Services Agreement (the "**Agreement**") in place between ServisBot and the Customer and reflects the parties' agreement with regard to the processing of personal data. The personal data to be processed by ServisBot (as data processor) for Customer (as data controller) concerns the categories of data, the categories of data subjects and the purposes of the data processing services as set out in the Annex. "**Personal data**" means any information relating to an identified or identifiable natural person as referred to in Regulation (EU) 2016/679 of 27 April 2016 (the General Data Protection Regulation "**GDPR**"). If other confidential information than personal data is processed for the purpose of fulfilling the Agreement, any reference to "personal data" shall include the other confidential information.

### 2. PROCESSING OF PERSONAL DATA

ServisBot may not process or use the Customer's personal data for any other purpose than provided in the instructions, including the transfer of personal data to any third country or an international organisation, unless ServisBot is required to do so according to European Union or member state law. In that case, ServisBot shall inform the Customer in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. If the Customer in the instructions in the Annex or otherwise has given permission to a transfer of personal data to a third country or to international organisations, ServisBot must ensure that there is a legal basis for the transfer. If ServisBot considers an instruction from the Customer to be in violation of the GDPR, or other European Union or member state data protection provisions, ServisBot shall immediately inform the Customer in writing about this.

### 3. SERVISBOT'S GENERAL OBLIGATIONS

- 3.1. ServisBot must ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 3.2. ServisBot shall implement appropriate technical and organisational measures to prevent that the personal data processed is:
  - 3.2.1. accidentally or unlawfully destroyed, lost or altered;
  - 3.2.2. disclosed or made available without authorisation; or
  - 3.2.3. otherwise processed in violation of applicable laws, including the GDPR.
- 3.3. ServisBot must also comply with the special data security requirements (if any) that applies to the Customer and with any other applicable data security requirements that are directly incumbent on ServisBot.
- 3.4. The appropriate technical and organisational security measures must be determined with due regard for:
  - 3.4.1. the current state of the art;
  - 3.4.2. the cost of their implementation; and
  - 3.4.3. the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 3.5. ServisBot shall upon request provide the Customer with sufficient information to enable the Customer to ensure that ServisBot complies with its obligations under this Appendix, including ensuring that the appropriate technical and organisational security measures have been implemented.
- 3.6. ServisBot must provide information related to the provision of the services to authorities or the Customer's external advisors, including auditors, if this is necessary for the performance of their duties in accordance with European Union or member state law.
- 3.7. ServisBot must give authorities who by European Union or member state law have a right to enter the Customer's or the Customer's supplier's facilities, or representatives of the authorities, access to ServisBot's physical facilities against proper proof of identity.
- 3.8. ServisBot must without undue delay and no later than 24 hours after becoming aware of the facts in writing notify the Customer (in accordance with the notice provisions outlined in the Agreement) about:



- 3.8.1. any request for disclosure of personal data processed under this Appendix by authorities, unless expressly prohibited under European Union or member state law;
  - 3.8.2. any suspicion or finding of (a) breach of security that results in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by ServisBot under the Agreement, or (b) other failure to comply with ServisBot's obligations under Clause 3.2 and 3.3, or
  - 3.8.3. any request for access to the personal data received directly from the data subjects or from third parties.
- 3.9. ServisBot must promptly assist the Customer with the handling of any requests from data subjects under Chapter III of the GDPR, including requests for access, rectification, blocking or deletion. ServisBot must also assist the Customer by implementing appropriate technical and organisational measures, for the fulfilment of the Customer's obligation to respond to such requests.
- 3.10. ServisBot must assist the Customer with meeting the other obligations that may be incumbent on the Customer according to European Union or member state law where the assistance of ServisBot is implied, and where the assistance of ServisBot is necessary for the Customer to comply with its obligations. This includes, but is not limited to, at request to provide the Customer with all necessary information about an incident under Clause 3.8 (ii), and all necessary information for an impact assessment in accordance with the GDPR.
- 3.11. In the Annex, ServisBot has stated the physical location of the servers, service centres etc. used to provide the data processing services. ServisBot undertakes to keep the information about the physical location updated by providing a prior written notice of two months to the Customer.

#### **4. CONFIDENTIALITY**

ServisBot shall keep personal data confidential and shall not disclose the personal data to third parties or take copies of personal data unless strictly necessary for the performance of ServisBot's obligations towards the Customer according to this Appendix, and on condition that whoever personal data is disclosed to is familiar with the confidential nature of the data and has accepted to keep the personal data confidential in accordance with this Appendix. All terms of this Appendix apply to any of ServisBot's employees and ServisBot must ensure that its employees comply with this Appendix. ServisBot must limit the access to personal data to employees for whom access to said data is necessary to fulfil ServisBot's obligations towards the Customer. The obligations of ServisBot under Clause 5 persist without time limitation and regardless of whether the arrangement of the Parties has been terminated.

#### **5. GENERAL**

- 5.1. ServisBot does not engage any sub-suppliers.
- 5.2. The Parties may at any time agree to amend this Appendix. Amendments must be in writing. ServisBot may not assign or transfer any of its rights or obligations arising from this Appendix without the Customer's prior written consent.
- 5.3. This terms of this Appendix come into force when the Agreement is executed and remain in force until the Agreement terminated by one of the Parties. Regardless of the term of the Agreement, this Appendix shall be in force as long as ServisBot processes the personal data, for which the Customer is data controller. In case of termination of this Appendix, regardless of the legal grounds therefor, ServisBot must provide the necessary transition services to the Customer. ServisBot is obliged to assist in a loyal way and as fast as possible with transferring the personal data to another supplier or return them to the Customer. On the Customer's request ServisBot shall immediately transfer or delete personal data, which ServisBot is processing for the Customer, unless European Union or member state law requires storage of the personal data. ServisBot is under no circumstances entitled to condition the full and unlimited compliance with the Customer's instructions on the Customer's payment of outstanding invoices etc., and ServisBot has no right of retention in the personal data.

**ANNEX**

**Instruction:** ServisBot (as data processor) is hereby instructed by Customer to perform [the data processing services]<sup>1</sup> on behalf of Customer (as data controller) (the “**Data Processing**”). The Data Processing shall be conducted in accordance with the following table:<sup>2</sup>

<b>Data Subject<sup>3</sup></b>	<b>Data Category<sup>4</sup></b>	<b>Purpose of Processing</b>

**Additional Data-related Information:** [\*]<sup>5</sup>

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<sup>1</sup> CM - details of business / services to be inserted.

<sup>2</sup> To be populated fully in light of data involved.

<sup>3</sup> For example – clients / customers of Customer or employees of Customer. Who is the subject of the data processed?

<sup>4</sup> For example – full name, email address, IP, profile image, user biography, employee ID, date of birth, address, financial etc.

<sup>5</sup> CM – additional details to be provided in this annex regarding any international transfers of data (third countries or international organisations), location of data servers, sub-processors / third-party service providers involved (if any), special categories of data (such as ethnicity, political, religious, trade union membership, genetic data, biometric data, health / sex life, etc.).