

Rencore Governance - Terms of Service

This Agreement is entered into by and between:

- (i) Rencore GmbH with its registered office at Bayerstrasse 71-73 80335 Munich, Germany ("**Rencore**"),
- (ii) **(Customer)** with its registered office at **(Address)** ("**Customer**"); and

each a "**Party**", together the "**Parties**".

By accessing our tools, whether on a paid, or free trial subscription (including beta releases), you agree to the following terms and conditions (this "Agreement") on behalf of the organization that you represent (the "Customer"). You represent to Rencore that you have the authority to bind Customer to this Agreement. If you do not have such authority, you may not use Rencore's tools.

1 DEFINITIONS AND INTERPRETATION

The following capitalized terms shall have the meaning ascribed to them below:

- 1.1 "Customer Data"** means any data of Customer contained in Microsoft Office 365 that Rencore Governance must access in order to perform the Services and includes Customer's activities logs in, as well as customizations and configuration made to Microsoft Office 365.
- 1.2 "Microsoft Office 365"** means the Office 365 platform provided by Microsoft consisting of its associated services.
- 1.3 "Rencore Governance"** means a platform commercialized by Rencore as "Rencore Governance" that gathers and tracks Customer's customizations done with Microsoft Flow, PowerApps, PowerBI, configuration or 3rd party extensions, their usage and associated costs as well as activities in Microsoft Office 365, automatically analyses and applies policies to the Customer Data to alert Customer about violations of such policies.
- 1.4 "User"** means you and any individual who uses Rencore Governance on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2 SERVICES

- 2.1 Rencore Governance Services.** During the Term, Rencore grants to Customer the right to access and use Rencore Governance in accordance with this Agreement (the “Rencore Governance Services”).
- 2.2 Maintenance and Support Services.** During the Term, Rencore shall provide to Customer software maintenance and support services in relation to Rencore Governance, namely (i) making available to Customer fixes, upgrades and/or enhancements generally made available by Rencore to Rencore’s customers from time to time, if any and (ii) technical support, on an as-needed basis for the sole purpose of responding within a reasonable period of time and attempting to address, during normal business hours (9AM to 5PM GMT), technical issues relating to the use of Rencore Governance, which may include online technical support (support@rencore.com), or telephone technical support when deemed appropriate at the sole discretion of Rencore, but which exclude any on-site or remote screen-sharing technical support by Rencore personnel, agents or subcontractors (collectively referred to as the “Maintenance and Support Services”, and collectively with the Rencore Governance Services, the “Services”). Without limiting the generality of the foregoing, any requests by Customer for additional features or functionality that fall outside of Rencore’s fixes, upgrades and/or enhancements generally made available by Rencore to Rencore’s customers from time to time are excluded from the Maintenance and Support Services.
- 2.3 Limitations to Maintenance and Support Services.** Rencore may refuse to provide technical support related to (i) Customer data; (ii) unauthorized modified portions of Rencore Governance, or (iii) portions of Rencore Governance affected by unauthorized modified portions of Rencore Governance. Corrections for difficulties or defects traceable to Customer’s errors or unauthorized changes, Customer’s hardware and/or browser and/or network connection, or conflicts with other software are excluded from the Maintenance and Support Services. Customer understands that it is its responsibility to ensure that its hardware and/or browser and/or network connection are operating properly.

3 SUBSCRIPTION, FREE TRIAL, BILLING AND CANCELLATION

- 3.1 Service Fees.** In consideration for the Services, Customer shall pay Rencore the fees specified in the subscription set up page for the subscription term selected by Customer (the “Service Fees”). Rencore will charge the Service Fees to the credit card account provided by Customer through the subscription set up page. Customer agrees that its subscription be automatically renewed at the Renewal Date for the same subscription term as the previous one, unless it cancels its subscription before the Renewal Date in accordance with Section 9.2.1. Customer is responsible for timely canceling its subscription in accordance with section 9.2.1 regardless of whether it receives any renewal prior notice from Rencore. For the purpose of this Agreement, “Renewal Date” is the first date following the expiration of a subscription term.
- 3.2 Price Change.** Rencore reserves the right to adjust the Service Fees in its sole discretion by sending an email notice to Customer. The revised Service Fees will take effect as of the next Renewal Date for a subscription term.
- 3.3 No Refunds.** Payments are non-refundable and there are no refunds or credits for partially used periods.
- 3.4 Free trial.** If Customer registers for a free trial for the Services, Rencore will make such Services available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Services; (b) the start date of any subscription to such Service purchased by Customer for such Services; or (c) termination of the trial by Rencore in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.
- 3.5 Third Party Payment Processor.** Rencore reserves the right to use a third-party PCI-DSS compliant payment processor for all billing and receipt of payments hereunder.
- 3.6 Taxes.** Unless otherwise stated, the Service Fees do not include any taxes, levies, duties or similar governmental oversights, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively “Taxes”). Customer is responsible for paying Taxes except those assessable against Rencore based on its income. Rencore will invoice Customer for such Taxes if Rencore believe it has a legal obligation to do so and Customer agrees to pay such Taxes if so invoiced.

4 GENERAL CONDITIONS, ACCESS TO AND USE OF THE SERVICES

- 4.1 Unacceptable Use.** Customer shall not, nor attempt to nor permit third parties to: (a) share non-public Rencore Governance features or content with any third party; or (b) copy, duplicate, reverse engineer, decompile, decode, decrypt, disassemble, record, alter, merge, adapt, translate, create any derivative works or otherwise reproduce any part of Rencore Governance. For clarity purposes, Customer shall not access Rencore Governance in order to build a product or service competing with Rencore Governance or to build a product using ideas, features, functions or graphics similar to those of Rencore Governance. In the event that it suspects any breach of the requirements of this Section, including without limitation by Users, Rencore may suspend Customer's access to Rencore Governance without advanced notice, in addition to such other remedies as Rencore may have.
- 4.2 Unauthorized Access.** Customer shall take reasonable steps to prevent unauthorized access to Rencore Governance, including without limitation by protecting its passwords and other log-in information, including its passwords for Microsoft Office 365.
- 4.3 Indemnification by Customer.** Customer shall defend, indemnify, and hold harmless Rencore against any third-party claim, suit or proceeding arising out of or related to the material breach of any warranty, covenant or other obligation of Customer contained in this Agreement or Customer's alleged or actual use of, misuse of or failure to use Rencore Governance.
- 4.4 Notification.** Customer shall promptly notify Rencore of any known or suspected unauthorized use of Rencore Governance, breach of its security or infringement or attempted infringement of Rencore's rights in Rencore Governance and shall use best efforts to stop such unauthorized use, breach or infringement. Customer shall actively cooperate with Rencore in any action that Rencore may undertake to protect any of its rights in connection with Rencore Governance.
- 4.5 Compliance with Laws.** In its use of Rencore Governance, Customer shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.
- 4.6 Temporary Suspension.** Rencore reserves the right, in its reasonable discretion, to temporarily suspend Customer's access to and use of Rencore Governance: (a) during planned downtime for upgrades and maintenance to Rencore Governance (of which Rencore shall use commercially reasonable efforts to notify Customer in advance); (b) during any unavailability caused by Force Majeure (as defined in Section 10.5); or (c) if Rencore suspects or detects any malicious software connected to, or any malicious activity in relation to, Customer's account.

5 DATA

Customer Data

- 5.1 Access to Microsoft Office 365.** Customer acknowledges that in order to perform the Services, Rencore accesses Customer's Microsoft Office 365 and Microsoft Azure Active Directory through Rencore Governance and processes Customer's activity logs in, as well as customizations and configuration made to in Microsoft Office 365.
- 5.2 Customer Data.** Customer grants Rencore a non-exclusive, limited term right to access, use, process, copy, distribute, perform, export and display Customer Data, only as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; or (c) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all rights in and to Customer Data as may be necessary to grant this license. Rencore retains the right to delete any copies of such Customer Data.
- 5.3 Protection of Customer Data.** Rencore shall store and process the Customer Data in a manner consistent with industry security standards. Rencore has implemented technical, organizational, and administrative systems, policies, and procedures to help ensure the security, integrity, and confidentiality of Customer Data and to mitigate the risk of unauthorized access to or use of Customer Data. Nonetheless, Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using Rencore Governance, Customer assumes such risks. Without limiting Section 6.1 (Warranty Disclaimers), Rencore offers no representation, warranty or guarantee that Customer Data shall not be subject to unauthorized use or disclosure.
- 5.4 Disclosure of Customer Data.** Unless it receives Customer's prior written consent, Rencore shall not intentionally grant any third-party access to Customer Data, except to Rencore's third party services providers in connection with the performance or the improvement of the Services. Before sharing any Customer Data with any of its third-party service providers, Rencore will ensure that the third party maintains reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Notwithstanding the foregoing, Rencore may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Rencore shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

Utilization Data

- 5.5 Utilization Data.** Customer understands and agrees that the aggregated data derived from telemetric information and data related to how Customer accesses and uses Rencore Governance (including, but not limited to, feature and function of Rencore Governance being used by Customer) is owned by Rencore.

Rencore's Confidential Information

- 5.6 Rencore Confidential Information.** "Rencore Confidential Information" means any non-public and sensitive information disclosed by Rencore to Customer and excludes information that is:
- (i) publicly available or later becomes available other than through a breach of this Agreement;
 - (ii) known to Customer or its employees, agents, or representatives prior to such disclosure or is independently developed by Customer or its employees, agents, or representatives subsequent to such disclosure; or
 - (iii) subsequently lawfully obtained by Customer or its employees, agents, or representatives from a third party without obligations of confidentiality.

5.7 Use or Disclosure of Rencore Confidential Information. Customer shall not use or disclose Rencore Confidential Information for any purpose outside the scope of this Agreement or other than as provided in this Agreement. Customer shall exercise the same degree of care and protection with respect to the Rencore Confidential Information that it exercises with respect to its own confidential information and in any event, at least diligent and prudent care. Customer shall not directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to any Rencore Confidential Information. Notwithstanding the foregoing, Customer may disclose Rencore Confidential Information as required by applicable law or by proper legal or governmental authority. Customer shall give Rencore prompt notice of any such legal or governmental demand and reasonably cooperate with Rencore in any effort to seek a protective order or otherwise to contest such required disclosure, at Rencore's expense.

6 WARRANTIES AND WARRANTY DISCLAIMERS

- 6.1 Warranty Disclaimers.** Rencore shall undertake commercially reasonable efforts to make the Services available. However, RENCORE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE AND ERROR FREE. CUSTOMER ACCEPTS THAT RENCORE GOVERNANCE IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL DEFECTS AND ERRORS, IF ANY. RENCORE MAKES NO REPRESENTATIONS AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RENCORE ASSUMES NO LIABILITY FOR ANY CONTENT MANIPULATED BY RENCORE GOVERNANCE.
- 6.2 Failure caused by Microsoft Office 365.** Rencore Governance is a cloud extension for Microsoft Office 365 users and relies on Microsoft Office 365 to provide the Services. Without limiting Section 6.1 (Warranty Disclaimers), Rencore is therefore not responsible if a failure to perform the Services is caused by a default of Microsoft Office 365.
- 6.3 Rencore Governance Revisions.** Rencore may revise Rencore Governance features and functions at any time without notice, including without limitation by removing such features and functions or reducing service levels, as long as these revisions do not materially affect the Services.

7 LIMITATION OF LIABILITY

- 7.1 **Dollar Cap.** IN NO EVENT SHALL RENCORE'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THIS LIMIT.
- 7.2 **Exclusion.** IN NO EVENT SHALL RENCORE BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS OR REVENUES OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR FRAUD OR WILLFUL MISCONDUCT OF RENCORE.

8 INTELLECTUAL PROPERTY AND FEEDBACK

- 8.1 Ownership of Rencore Governance.** Rencore warrants that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. In the event of a breach of the warranty in this Section, Rencore, at its sole discretion and own expense, will take one or any of the following actions: (a) secure for Customer the right to continue using Rencore Governance; or (b) replace or modify Rencore Governance to render it non-infringing; or (c) terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination.
- 8.2 Indemnification.** Subject to Section 7 (Limitation of Liability), Rencore will defend, indemnify, and hold harmless Customer and its officers, directors, shareholders, parents, subsidiaries, agents, successors and assigns against any “Third Party Claim Losses”, which is defined as any amount finally awarded in, or paid in settlement of, any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding brought against Customer and arising out of this agreement and relating to patent infringement (“Third Party Claim Indemnifiable Proceeding”), including any interest accrued, but excluding any Third Party Claim Litigation Expenses; provided, however, that Rencore will have no liability if the Third Party Claim Losses against Customer arises from (a) Customer Data; or (b) any modification, combination or development of Rencore Governance that is not performed by Rencore. Customer must provide Rencore with prompt written notice of any Third Party Claim Indemnifiable Proceeding and allow Rencore the right to assume the exclusive defense and control and cooperate with any reasonable requests assisting Rencore defense and settlement of such matter. For the purpose of this section, “Third Party Claim Litigation Expenses” means any reasonable out-of-pocket expense incurred in defending a Third Party Claim Indemnifiable Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.
- 8.3 No Rights granted.** Rencore retains all right, title, and interest in and to Rencore Governance, including without limitation all software used to provide Rencore Governance and all graphics, user interfaces, logos, and trademarks reproduced through Rencore Governance. This Agreement does not grant Customer any intellectual property license or rights in or to Rencore Governance or any of its components. Customer recognizes that Rencore Governance and its components are protected by copyright and other laws.
- 8.4 Feedback.** Any feedback or suggestions sent by Customer or shared by Customer with Rencore may be implemented by Rencore. In such case, Customer grants Rencore an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer.

9 TERM

- 9.1 Term.** This Agreement is effective as of the date that Customer accesses and uses Rencore Governance until this Agreement is terminated by any or both parties in accordance with Section 9.2 (the “Term”).
- 9.2 Termination.** This Agreement may be terminated:
- 9.2.1 by Customer at any time if it cancels the Services through the Customer account page in the way described in the knowledge base section of Rencore’s support page.
 - 9.2.2 by Rencore if Customer materially breaches any of its obligations under this Agreement and such breach if not cured within fifteen (15) days after Rencore provides notice of the breach. For clarity purposes, any violation of Section 4.1 (Unacceptable Use) by Customer shall be deemed a material breach of the terms of this Agreement.
 - 9.2.3 by Rencore if Customer fails to make any payment of the Service Fees.
 - 9.2.4 by Rencore for convenience with a thirty (30) days prior notice.
- 9.3 No Refund in the Event of Termination.** Section 3.2 (No Refund) applies, regardless of the cause of termination.
- 9.4 Revocation of Access.** Following the termination of this Agreement, it is Customer’s responsibility to revoke Rencore’s access to its Microsoft Office 365 account(s) in the way described in the knowledge base section of Rencore’s support page.
- 9.5 Survival.** Sections 4.1 (Unacceptable Use), 4.3 (Indemnification by Customer), 5.2 (Customer Data), 5.4 (Disclosure of Customer Data), 5.5 (Utilization Data), 5.6 (Rencore Confidential Information), 5.7 (Use or Disclosure of Rencore Confidential Information), 6 (Warranty and Warranty Disclaimers), 7 (Limitation of Liability), 8 (IP & Feedback) and 0 (Term) and 0 (General) shall survive termination of this Agreement.

10 GENERAL

- 10.1 Choice of Law, Jurisdiction and Venue.** This Agreement shall be governed solely by the laws of the Federal Republic of Germany, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties agree that any litigation in any way relating to this Agreement shall be brought and venued exclusively in the judicial district of Munich in Germany and waives any objection that such venue is inconvenient or improper.
- 10.2 RENCORE.** The name Rencore is the registered name and trademark of Rencore GmbH.
- 10.3 Specific Performance.** Notwithstanding any other provision in this Agreement, each party acknowledges and agrees that a non-breaching party may, upon any breach of this Agreement, immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.
- 10.4 Force Majeure.** Except as expressly provided otherwise in this Agreement, Rencore shall not be liable by reason of any failure or delay in the performance of its obligations on account of an unforeseeable and irresistible event, including external causes with the same characteristics (a "Force Majeure"), which may include, without limitations denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, act of God, war, terrorism and governmental action.
- 10.5 Time of the Essence.** Time is of the essence of this Agreement and of every part thereof.
- 10.6 Independent Contractors.** The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 10.7 No Other Agreements.** This Agreement is the complete and exclusive statement of the parties' agreement relating to the subject matter hereof and supersedes all offers (oral or written), understandings, representations, conditions, warranties, covenants, and other communications between the parties relating hereto.
- 10.8 Waiver.** No waiver by either party of any default in performance on the part of the other party shall constitute a waiver of any subsequent breach or default by the defaulting party.
- 10.9 Notices.** Rencore may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices shall be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement to Rencore at support@rencore.com, and such notices shall be deemed received 24 hours after they are sent.
- 10.10 Assignment & Successors.** This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 10.11 Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement shall continue in full force and effect.
- 10.12 Technology Export.** Customer shall not export any software provided by Rencore or otherwise remove it from Germany except in compliance with all applicable German laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use Rencore Governance in or export such software to, a country subject to an embargo by the Federal Republic of Germany.

10.13 Amendments. Rencore reserves the right to amend this Agreement from time to time with reasonable notice prior to the effective date of the amendments by posting an amended version of the Agreement on its website. Customer's continued use of the Services following the effective date of any such amendments may be relied upon by Rencore as Customer's consent to any such amendments.

The parties hereto have executed this Agreement with the intent that it be effective on the date when mutually signed unless agreed otherwise.

Customer

Rencore

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____