



Supplementary Terms and Conditions to Use FinOps Modules and Services of USU GmbH

Version 1.0

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1. Preamble

- 1.1. These supplementary terms regulate the use of the USU FinOps modules and services, hereinafter referred to as solution. For the individual customer, the solution is the selection of modules and services for which a license or service fee has been purchased. The licenses and services acquired by the customer are based on the order documents and the respective module descriptions.

2. License grant

- 2.1. Subject to the conditions in the offer based on these terms, USU GmbH hereby grants the customer a non-exclusive, non-transferrable license for execution and use of the solution specified in the relevant offer and order documents for his own internal business operations for the term of the subscription.
- 2.2. USU GmbH does not grant any property rights. All property rights remain with USU GmbH.
- 2.3. The customer assumes full responsibility and liability for the contractual use of software transferred to third parties or affiliated companies.

3. Usage restrictions

- 3.1. The customer's use of the solutions is limited to the device and operating system configurations specified in the system requirements and the documentation.
- 3.2. USU GmbH and its associated companies and suppliers are the owners of all implicit or other rights not explicitly granted to the customer as part of these terms. They reserve all rights, title, and interest to the solution.
- 3.3. The Customer may not modify, adapt, sell, rent, lease, or loan the solution in whole or in part or create or prepare work derived therefrom.
- 3.4. The customer may not use the solution as a service provider or application service provider, for performing consulting or training services for third parties, or in any type of commercial time-sharing agreement.
- 3.5. Improvements and changes to the USU GmbH solution, including functionality, functions, interfaces, and other items that may arise from customer's change requests, suggestions, and feedback will become, entirely, globally, and without charge, the intellectual property of USU GmbH. USU GmbH will not disclose the source of the suggestion, change request, or feedback, and will treat the information as confidential.

4. Proof of use

- 4.1. The customer is responsible that the software products are being used in accordance with this usage agreement and that the use specified in the order documents is not being exceeded. Upon request from USU GmbH and no more frequently than every twelve (12) months, the customer must confirm to USU GmbH in writing that the software products are being used accordingly.
- 4.2. If the customer's solution usage exceeds the contractually agreed-upon usage, the customer will be invoiced the additional SaaS Fee for the upcoming 12 months, and the unpaid fees will be paid according to these terms.
- 4.3. The customer will also allow USU GmbH, upon written request, and not more than once per year, to check the provision and use of the solution by the customer with respect to compliance with these terms and the order documents, for which effort USU GmbH will bear the costs. Such a review will be announced at least 30 days ahead of time, be performed during normal business hours at the customer premises and may not unreasonably impair the customer's business operations.

5. Technology architecture

- 5.1. USU GmbH is entitled to combine technology components, content, or services in any way in order to deliver the services in accordance with the module descriptions.
- 5.2. If solutions are supplied and/or made available for use that were not developed by USU GmbH, the license conditions of the respective manufacturer or licensor shall take precedence. As far as open-source software is concerned, the corresponding open-source license conditions apply with priority, but only insofar as these do not limit the contractual scope of use and liability for defects.
- 5.3. Use of the OEM software is limited to use in conjunction with the commissioned USU FinOps modules and services.

6. Data processing

- 6.1. In compliance with the legal provisions on data protection and effective agreements with the customer on handling personal data, USU GmbH is entitled to access, gather, and process data in the solutions in use.
- 6.2. The purpose of data gathering is exclusively to improve the completeness, quality, and performance of the solutions. The Customer benefits directly or in-directly by improving existing functions, developing new functions, or improving services and making them more efficient.
- 6.3. Only purpose-related processing of individual data shall take place, and at no time shall the customer's total data be processed as a whole.
- 6.4. USU collects the following data in connection with the stated purpose.

Data	Purpose
Error messages related to the application	<ul style="list-style-type: none">• Proactive troubleshooting and prevention

System information	<ul style="list-style-type: none"> • Ensuring operation of the application • Improvement of technical support
Catalog data and software vendor data	<ul style="list-style-type: none"> • Enhancement and improvement of existing catalog content • Improvement of existing application functions • Development of new application functions • Improved prioritization of planned feature enhancements • Improvement of services
Anonymized application usage	<ul style="list-style-type: none"> • Improvement of user interface • Improvement of usability • Improvement of existing application functions • Development of new application functions • Improved prioritization of planned function enhancements
Statistical data	<ul style="list-style-type: none"> • Development and publication of benchmarks

- 6.5. The customer shall not have any claims arising from the data collected and the associated objectives. The services owed by USU to the customer shall result from the product descriptions or the service agreements.
- 6.6. If the collection and storage of customer-specific data is necessary for the provision of customer-specific services, this shall be regulated separately as part of the service agreement. All customer-specific data shall be processed and stored separately without any connection to generically collected data.