

## Software as a Service Agreement

This Software as a Service Agreement (“Agreement”) is effective as of the last signature below (“Effective Date”) between [...] (“Customer”), with its principal place of business at [...] and **HYPE Softwaretechnik GmbH** (“HYPE”) with its principal place of business at Trierer Str. 70-72, 53129 Bonn, Germany.

**1. Scope.** HYPE shall provide all services (“Services”) as specified in the respective Proposal (“Proposal”) and ordered in the respective Purchase Order (“PO”) according to the terms and conditions of this Agreement.

**2. Entire Agreement; Order of Precedence.** This Agreement and its annexes as listed in this clause contain the complete statement of all terms and conditions between the parties, supersede any previous arrangements or understandings, whether written or oral, and may only be changed by a written amendment signed by the parties. In the event of any conflict between this document and its annexes, the following order of precedence applies: (i) This document with its Annexes, (ii) any respective Data Processing Agreement (“DPA”), (iii) Mutual Non-Disclosure Agreement (“NDA”), (iv) any respective Proposal (“Proposal”) and (v) any respective PO.

**3. Services.** HYPE shall provide the Services with the quality characteristics and in the version as stated in the respective Proposal. Customer shall inspect the provided Services for deficiencies and shall notify HYPE within undue delay of any deficiency discovered. In the event of any deficiency, HYPE shall provide a correction within the agreed service levels as in Annex no. 1. Any deficiency whose presence cannot be determined during the inspection shall be disclosed to HYPE without undue delay upon discovery. If the rectification of the deficiency also fails within a reasonable grace period set by the parties due to reasons attributable to HYPE, Customer may terminate this Agreement and any respective PO for cause according to clause no. 21 (Termination for Cause).

**4. Hosting System.** HYPE shall provide the hosted system where the HYPE Software is installed (“Hosted System”) by its ISO27001 certified hosting subcontractor (“Hosting Subcontractor”) according to the terms and conditions set in Annex no. 2. Customer hereby gives his consent to the use of this Hosting Subcontractor.

**5. Business Hours.** HYPE’s Business Hours (“Business Hours”) are Monday through Friday, 6:00 a.m. through 23:00 CET, excluding public holidays in Germany (upcoming holidays 2018: 1<sup>st</sup> January, 30<sup>th</sup> March, 2<sup>nd</sup> April, 1<sup>st</sup> May, 10<sup>th</sup> May, 21<sup>st</sup> May, 31<sup>st</sup> May, 3<sup>rd</sup> October, 1<sup>st</sup> November, 25<sup>th</sup> December, 26<sup>th</sup> December).

**6. Independent Contractor.** HYPE shall perform all Services as an independent contractor. All persons employed by HYPE or its subcontractors shall not be deemed to be employees of Customer or entitled to any benefits provided by Customer to its employees. Customer will make no deductions from any of the payments due to HYPE hereunder for state or federal tax purposes.

**7. Grant of Rights.** The parties retain all right, titles and interests in and to its pre-existing intellectual property rights. The parties mutually grant each other a royalty-free, non-transferable, non-exclusive, fully revocable and temporary license to use any such rights wherever necessary to fulfill the parties’ obligations according to this Agreement during the term of this Agreement. Customer affirms that it has the legal right to enter into this Agreement on behalf of itself and its wholly owned subsidiaries. Regarding the SaaS, HYPE shall grant Customer a worldwide, temporary, non-exclusive, non-transferable and non-sublicensable right to use the Software as a Service solely for Customer’s benefit and at all times within the scope of this Agreement.

**8. Professional Services.** All configuration and support services as further specified in the Proposal (“Professional Services”) will be provided during Business Hours. If dates have been agreed, such dates shall be non-binding target dates unless otherwise stated in the respective Proposal. Customer may obtain packages of Professional Services (“Consulting Packages”) as described in Annex 3.

**9. Deliverables.** All deliverables shall be expressly designated as such and shall become the property of Customer (“Deliverables”). The Deliverables will be deemed a “work made for hire,” of which Customer is the sole author and owner. Configurations of the Software as a Service are not deemed as Deliverables. HYPE fully and irrevocably assigns, transfers, conveys, and relinquishes to Customer all rights, title and interest concerning

Deliverables and grants to Customer a power of attorney coupled with an interest, to apply for and obtain any copyrights in Customer's name.

**10. Acceptance Tests.** The parties shall mutually define the acceptance criteria that will be used by the Customer when conducting any acceptance test at least prior to any delivery. HYPE shall have the right to participate in the test. If Software is the subject-matter of the acceptance, Customer shall provide an appropriate quantity of test data and test cases prior as requested by HYPE. Minor deficiencies are no valid reasons for denying acceptance. HYPE's obligation to remove even minor deficiencies shall remain unaffected. HYPE is entitled to demand partial acceptance of partial deliveries unless partial deliveries are objectively of no interest for the Customer.

**11. Personal Data.** HYPE confirms that in the course of providing any services pursuant to the Agreement, HYPE shall only access or process personal data regarding Customer's end users ("Personal Data") to fulfill its contractual obligations (i.e. storage of Personal Data on the Hosting System). Parties shall sign a DPA in this regard to ensure compliance with all applicable data protection regulations as required. Additionally, HYPE confirms the execution of a data processing agreement between HYPE and its Hosting Subcontractor that complies with the terms and conditions of the DPA between HYPE and the Customer. HYPE shall adhere to the data protection laws applicable in the regions in which it conducts business and will access, use, store, transmit, disclose, and dispose of Personal Data only in accordance with applicable laws. Personal Data is also deemed to be Confidential Information, and as such is subject to the restrictions on use and disclosure in this Agreement. HYPE agrees that it will implement information security measures that follow best industry practices and that these measures are sufficient to prevent unauthorized access to Personal Data by its employees or others. HYPE will notify Customer promptly of any unauthorized use or disclosure of Personal Data within 72 hours.

**12. Representations and Warranties.** HYPE represents and warrants that: (i) all Services will be performed in a professional and workmanlike manner, by competent personnel, and in accordance with applicable professional standards and the specifications provided to HYPE by Customer and (ii) the Services and Deliverables will not infringe any patent, copyright, trade secret, or other intellectual property right.

**13. Books and Records; Audits.** HYPE will maintain complete and accurate records to document and substantiate the Services and Deliverables provided, the fees paid and payable by Customer, and HYPE's compliance with the terms of this Agreement. HYPE will retain such records as legally required. Upon reasonable notice from Customer, HYPE will provide Customer and its authorized representatives evidence that system controls are in place and appropriately tested.

**14. Insurance.** During the term of this Agreement, HYPE shall maintain at its own expense a worldwide and appropriate Commercial General Liability with coverage of property damage, financial loss and bodily injury adapted to the nature of the respective Services. HYPE shall ensure that the required insurance policies will be issued by insurance companies with an A.M. Best's rating of no less than "A-". The certificate shall be provided upon request.

**15. Payment.** The fee as specified in the Proposal ("Fee") shall be due upon receipt of the invoice and payable within 30 days from the date of the invoice. Invoice for licenses and Consulting Packages shall be issued after the PO has been received. The Invoice for Professional Services shall be issued after delivery.

**16. Expenses.** Expenses for car fare will be charged with € 0.40 per kilometer. Traveling expenses via train and flight will be charged as incurred. HYPE-employees are allowed to take first class on train rides, economy-class on flights within Europe and business-class on flights outside of Europe. Expenses for hotel and accommodation will be fully invoiced. For the time of travel, HYPE will charge 50% of its hourly tariffs. Customer will reimburse HYPE for expenses incurred in the performance of Services only if specifically authorized by Customer in advance. HYPE agrees to maintain appropriate records and to submit copies of all receipts necessary to support such expenses at the intervals and in the manner prescribed by Customer.

**17. Subcontractors.** Customer shall have the right of approval of all subcontractors who perform primary performance obligations in the Name of HYPE ("Subcontractors") (i.e. Hosting Subcontractor). Approval of any such Subcontractor does not constitute the superseding or waiver of any right of Customer to reject work which is not in conformance with this Agreement. HYPE is fully responsible for all acts of its Subcontractors. Nothing in

this Agreement will be construed to create any contractual relationship between Customer and any of HYPE's Subcontractors.

**18. Taxes.** All prices are net prices.

**19. Term.** This Agreement shall commence on the Effective Date and shall expire after 12 months ("Initial Term"). The Initial Term will automatically be renewed for further 12 months ("Renewal Term") until termination. The term of any PO is stated therein. The terms and conditions of this Agreement shall remain in full force until the end date of the last PO.

**20. Termination for Convenience.** Customer may terminate this Agreement for convenience with 3 months prior written notice to the end of each Term ("Termination for Convenience). Unless otherwise stated, a Termination for Convenience of a PO shall be excluded.

**21. Termination for Cause.** The right of termination of this Agreement or any PO for an important cause ("Termination for Cause") exists in particular: (i) if a party becomes insolvent or the opening of the insolvency proceedings over the assets of this party, (ii) if HYPE fails to remove an infringement of proprietary rights of third parties within reasonable time and such failure materially impacts Customer's use of the Services, (iii) if Customer is in delay with at least 2 payments for more than 60 days, (iv) if Customer uses a version of the Software that is no longer supported by HYPE, unless Customer upgrades to a supported newer version (HYPE shall announce the discontinuation of support for a particular version at least 6 months in advance), or (v) in the case of Force Majeure, if the situation lasts, or is expected to last, more than 90 days. Besides that, Customer has a right of Termination for Cause, if (i) HYPE fails to perform any of its substantial obligations according to the respective PO and Customer delivered a written notice specifying the deficiency, however HYPE does not provide a rectification of the deficiency within a reasonable grace period set by the parties.

**22. Consequences of expiration or termination.** Fees for Services already delivered shall be paid. Overpaid Fees shall be refunded by HYPE pro rata without undue delay. Following expiration or termination, HYPE shall have no right to retain any information, documents, programs or copies thereof, in any format or media form that is obtained or produced in connection with this Agreement, except as may be required by law or reasonable retention policies.

**23. Indemnification.** The parties hereby agree to indemnify, defend, and hold Customer, its affiliates, subsidiaries and their respective officers, directors, members, employees, and agents harmless from and against any and all liability, damage, loss, cost, or expense (including but not limited to reasonable attorneys' fees and expenses) arising out of, or in connection with, any: (i) gross negligence or willful misconduct; (ii) violation or alleged violation of confidentiality or any patent, copyright, or other proprietary rights of another as a result of the party's indemnification obligations.

**24. Limitation of Liability.** Except for liability under clause no. 10 (Representation and Warranties) and clause no. 23 (Indemnification), neither party's liability for slight negligence under this Agreement shall exceed 100 % of the Fees in the respective contractual year. In all other cases, a party shall only be liable for a breach of a material contractual duty whose fulfillment is a prerequisite for the proper performance of contractual duties and on whose fulfillment the other party was entitled to rely, but only for foreseeable damages limited to the amount stated in this clause. A liability without fault or liability for damages caused by Force Majeure is excluded. Furthermore, except in cases of negligence or willful misconduct, liability for indirect and consequential damages, including loss of profits, is excluded. Any guarantees given by employees of HYPE shall not be effective, unless confirmed in writing by its management.

**25. Governing Law and Venue.** Any suit or proceeding to enforce the provisions of this Agreement shall be governed, construed and enforced under British laws, without giving effect to its conflict of law principles. Place of jurisdiction shall be Headquarter of the customer. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

**26. Assignment.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other party. Customer may nevertheless transfer its rights and obligations

to affiliates, associates, subsidiaries, parental companies, legal successors, including in case of mergers, demergers and reorganizations. Customer shall inform HYPE in writing without undue delay of such transfer. In the case of an assignment or change of control of a party, the other party has the right of Termination for Cause, but only if this may result in the access to confidential information for a competitor of the other party.

**27. Marks and Publicity.** HYPE may not use Customer's name, logo, trademark, service mark, domain name, or social media account name or handle or any other Customer brand features in any public announcement, press release, marketing materials, case studies, any commercial proposal or other form of publicity without Customer prior written consent.

**28. Extraction of data.** In case of termination or expiration, Customer shall extract the stored data (i.e. Personal Data) directly via webfront-end (export to CSV or Excel). All remaining Customer' data on the Hosting System (if any) shall be deleted by Customer. Alternatively, HYPE can provide a backup of the database via secure channels to Customer and delete all stored data on the Hosting System. In any case, all of Customer data stored on the Hosting System will be automatically deleted 30 days after termination or expiration.

**29. Signatures.** The parties signing below agree to the above terms and conditions and intend to be legally bound. A signature provided by facsimile or other electronic copy will be deemed to be an original signature, and this Agreement may be executed in counterparts, and all counterparts taken together will be regarded as one and the same instrument.

#### Customer

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

#### Customer

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

#### HYPE Softwaretechnik GmbH

\_\_\_\_\_  
Signature

Name: Dr. Enno Scholz

Title: CEO

Location: Bonn

Date: \_\_\_\_\_

#### HYPE Softwaretechnik GmbH

\_\_\_\_\_  
Signature

Name: Ralf Pollack

Title: EVP Finance, HR & Administration

Location: Bonn

Date: \_\_\_\_\_

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## ANNEX 1 MAINTENANCE SERVICES

1. **General.** HYPE shall provide the service levels set out in this Annex depending on the severity of the defect and provided Customer meets its obligations in relation to the respective defect. All service levels apply during Business Hours only.

2. **Support Services.** HYPE shall provide to Customer technical support regarding the installation and use of the Software via telephone and e-mail (the “Support Services”). The Support Services shall consist of helping Customer to address specific technical requests or issues regarding the Software and its integration with Customer’s IT. Support requests can be submitted to HYPE through the following channels: (i) E-mail: support@hype.de, (ii) telephone: +49 228 2276 0 or -222 (for emergencies outside Business Hours). Calls outside of Business Hours are received by a mailbox and forwarded to service personnel within HYPE’s organization and HYPE shall apply reasonable effort to try to provide Support Services outside Business Hours. No service levels shall apply outside Business Hours. The corrections may consist, at HYPE’s option, of software patches or fixes or of instructions to Customer how to correct or circumvent a defect. If a defect cannot be corrected within the resolution times set forth in this Annex, HYPE shall be entitled to provide an intermediate solution to by-pass the defect (“Workaround”).

3. **Obligations of Customer regarding Support Services.** Customer shall provide a suitable description of the situation and the symptoms of the defect that occurred in the most understandable manner. The defect notice shall contain any information and attendant circumstances known to Customer that may facilitate detection and removal of the defect in as much detail as possible. Customer shall provide the infrastructure and connectivity necessary to receive the Services from HYPE and assistance as reasonably requested by HYPE in order to enable HYPE to provide the Services.

4. **Update Services.** HYPE shall make available to Customer all updates and revised Documentation, which are generally made available to users of the Software as licensed by Customer. HYPE shall be free to determine the content and release date of updates. However, HYPE shall provide at least one update per year if requested by Customer. The Documentation shall be updated in order to reflect the changes to the Software provided by the update in relation to the previous version. Updates will be downward compatible. Downward compatible shall mean that an update can be used/is compatible with the preceding update(s) of the same version (e.g. 7.x, 8.x) of the Software. This shall only apply to the standard version of the Software. If the Software has been customized/modified etc., the implementation of the customized/modified features shall be subject to a separate agreement and a separate remuneration. If Customer requires any information to achieve interoperability of the Software with other independently created software programs, Customer shall request the relevant information from HYPE in writing in advance. HYPE shall be entitled to a reasonable remuneration for disclosing the requested information.

5. **Diagnostics and Correction Services.** The agreed quality characteristics of the Software are described in the Software Specification. Technical data, specifications, and performance data in public statements, especially in promotional materials, shall not constitute statements of quality. HYPE shall diagnose and correct defects of the Software which are notified by Customer and which are not corrected in available updates within the response and resolution times set out in this Annex. The corrections may consist, at HYPE’s option, of software patches or fixes or of instructions to Customer how to correct or circumvent a defect. If a defect cannot be corrected within the resolution times set forth in this Annex, HYPE shall be entitled to provide an intermediate solution to by-pass the defect (“Workaround”). Customer shall notify defects of the Software without undue delay after the discovery of the defect to HYPE through the channels set out above. Customer shall provide a detailed description of the situation and the symptoms of the defect that occurred. If HYPE can document that the cause of a failure of the Software or system of Customer is not a defect of the Software or if the Software has not been used in compliance with the Documentation, Customer shall pay for all reasonable costs and expenses of HYPE incurred by HYPE in connection with the examination and identification of such failure of the Software. In case Customer has altered or has caused third parties to alter the Software, any claims based on defects shall be excluded unless Customer proves that the defects have not been caused by such alterations and that such alterations will not adversely affect the fault analysis and rectification by HYPE.



6. **Defect Priorities.** Each defect shall be categorized by HYPE in one of the following defect priorities ("Defect Priority"):

- (1) Defect Priority A ("**Critical**"): Total failure of the Software or one or more essential functions of the Software cannot be used, and there is no Software Correction available. Essential functions of the Software are, e. g., if no user can login to the Software or ideas cannot be read or entered.
- (2) Defect Priority B ("**High**"): One or more essential functions of the Software cannot be used; however, a Workaround exists but causes significant additional effort for the users.
- (3) Defect Priority C ("**Normal**"): One or more essential functions of the Software cannot be used, but a Workaround exists that does not cause significant additional effort for the users, or a non-essential function of the Software cannot be used and no workaround exists. Non-essential functions of the Software include, e. g. if reports cannot be generated, individual users cannot login, e-mail or LDAP connection is not working.
- (4) Defect Priority D ("**Minor**"): A non-essential function of the Software cannot be used, but a workaround exists or the error does not materially disrupt normal use of the Software, e.g. errors in the look & feel of the Software, spelling errors; errors in the documentation.

7. **Response Time.** HYPE will react within 2 working hours during Business Hours to any defects submitted by doing the following: Provide Customer with the name of the person at HYPE in charge of handling the defect notification and (ii) allocate an initial Defect Priority in accordance with Section 2 above to the reported defect. The response time will be measured from the time at which HYPE has received the defect notification and a full description of the symptoms that have occurred via telephone or e-mail until the time that HYPE provides the above information to Customer via telephone or e-mail.

8. **Resolution Times.** Depending on the Defect Priority, the following resolution times will apply:

- (1) Defect Priority A: A Software Correction will be provided as soon as possible, but no later than within two business days (within Business Hours) after HYPE has diagnosed the defect.
- (2) Defect Priority B: A Software Correction will be provided as soon as possible, but no later than within five business days (within Business Hours) after HYPE has diagnosed the defect.
- (3) Defect Priorities C and D: HYPE will provide a Software Correction within a period of at most two weeks after HYPE has diagnosed the defect.

In no event will resolution time start before HYPE has received a full description of the symptoms that have occurred via telephone or e-mail.

9. **Diagnose Times.** In the ordinary course of things, the diagnose times are as follows:

- (1) Defect Priority A: The defect is diagnosed within 8 Business Hours.
- (2) Defect Priority B: The defect is diagnosed within 3 business days.
- (3) Defect Priority C and D: The defect is diagnosed without undue delay but not later than within 14 days.

## ANNEX 2

### HOSTING SERVICES

1. **Hosted System.** HYPE shall set up the Software on the server of its Hosting Subcontractor BBS Commerce Limited (“iCloudHosting”), a company incorporated in England and Wales, company registration number 04837714 whose registered office is 5 Theale Lakes Business Park, Moulden Way, Sulhamstead, Reading, Berkshire, RG7 4 GB (“Hosted System”). HYPE shall make the necessary configuration changes to the OS and shall grant Customer access through a personalized URL such as “http://your-name.hypeimt.de “. HYPE can provide secure access set up (“https”) as required.

2. **Managed Hosting Services provided for the Hosted System.** The Managed Hosting Services shall include Hosting Services and Support. Hosting Services means the provision for Customer’s use of the Hosted System with respect to the HYPE Software with the Service Levels defined below. “Support” means the management of the Hosting Services by a service delivery team in order to maintain their availability in accordance with the agreed Service Levels. All Services shall be provided by HYPE via remote access.

3. **Availability of the Hosted System.** The following Service Levels regarding the Hosted System will be calculated on the basis of seven (7) days per week, 24 hours availability, i.e. the term “time” used below refers to 24/7 (365 days per year). The Hosted System network will be available 99% of the time in a given contractual year, excluding Maintenance. For the purposes of the Service Level Agreement, Maintenance shall mean: (i) HYPE maintenance windows - modifications or repairs to shared infrastructure, such as core routing or switching infrastructure that HYPE provides notice of at least 72 hours in advance, that occurs during off peak hours in the time zone where the Hosted System is located; (ii) Scheduled maintenance of Customer’s configuration that Customer requests and that HYPE schedules with Customer in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades; (iii) Emergency maintenance – critical unforeseen maintenance needed for the security or performance of Customer’s configuration or HYPE’s network (iv) or other long lasting operations. Network means the portion of the Hosting Subcontractor network extending from, but not including, the outbound port on Customer’s cabinet switch to the outbound port on the border router and includes Hosting Subcontractor managed switches, routers, and wiring. HYPE is not responsible for downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, or any other circumstances that are not within HYPE’s and its Hosting Subcontractor’s control. Hardware repair or replacement will be completed within one (1) hour of problem identification for switches, firewalls, load balancers, servers and direct attached storage devices. This excludes the time required to rebuild the Hosted System provided to Customer, such as the time required to configure a replacement device, rebuild a RAID array, reconfigure devices from their default settings, reload operating systems, reload and configure applications, and/or restore from backup (if necessary). The Availability is contingent to HYPE and Hosting Subcontractor having full logical access to Customer’s configuration.

4. **Managed Backup Services.** HYPE shall provide Managed Backup Services via its Hosting Subcontractor. The managed backup services are designed to facilitate restoration of data to the server or device from which the data originated in the event the primary data is lost or corrupted. HYPE will provide standard backup on a daily basis. The retention period for each backup is 30 days starting on the day when the backup was created. The retention period for the backup refers to the amount of time that HYPE will retain the backup in a useable form for restoration to the server or device from which it originated. Database duplications or “cloning” for purposes other than a restoration of lost or corrupted data as described in this paragraph are not included as part of the managed backup service. Provided that HYPE does not impair the security or reliability of the managed backup service, HYPE may from time to time test its backup systems, and may use copies of Customer’s data as part of these tests. HYPE will treat duplicate data in accordance with the same security standards applicable to the managed backup service. A previously saved backup will be restored upon request of Customer which will specify in writing (or by e-mail) the date of the backup that HYPE should restore (in accordance with the retention period specified above). After receipt of Customer request for a file/directory restore, certified backup technicians will start restoring the data without undue delay. Completion times will vary depending on how much information needs to be restored. Typically, a 200MB file takes around two to five minutes to be restored from disk media and about five minutes from tape media.

5. **Other ongoing services.** At the request of Customer, HYPE will restrict access to the Hosted System to IP addresses named by Customer, provided that Customer supplies the relevant lists of IP addresses to HYPE and provided no IP addresses are included in the lists that HYPE is using or requires to use to provide the Services. HYPE shall be responsible for OS and SQL patch management. In this context HYPE shall implement security patches officially released by the manufacturer of the operating system. HYPE shall coordinate with Hosting Subcontractor technical support if needed. This includes backup requests and technical issues with the Hosted System.
6. **Unsupported configuration elements or services.** If Customer requests HYPE to implement a configuration element (hardware or software) or hosting service in a manner that is not agreed or not customary at Hosting Subcontractor or HYPE, or that is in “end of life” or “end of support” status HYPE may refuse to implement such configuration element or hosting service. If HYPE agrees to implement such a configuration element or hosting service, the parties will enter into an additional agreement and HYPE may designate the element or service as “unsupported”, “non-standard”, “reasonable endeavors”, “one-off”, “EOL”, “End of Support”, or with like term in the Services Description. An element or service so designated is referred to as an “Unsupported Service”. HYPE makes no representation or warranty whatsoever regarding Unsupported Service and shall not be liable for any loss or damage arising from the provision of the Unsupported Service, except for willful misconduct or gross negligence. The Service Level Agreements shall not apply to the Unsupported Service, or any portion of the Hosting Services that is adversely affected by the Unsupported Service. Customer acknowledges that Unsupported Services may not interoperate with other Services that are provided under this Agreement.
7. **Penetration Tests by Customer.** Customer may, at its own cost and expense, carry out two (2) penetration test analyses per year, subject to the consent of Hosting Subcontractor and the conclusion of an Agreement as per Exhibit A (“Logical Security Testing” Agreement) hereto with HYPE and Hosting Subcontractor. If Customer carries out a penetration test, Customer shall fully document and report its findings and submit the report to HYPE for review by HYPE and Hosting Subcontractor. Customer shall comply with the terms of Exhibit A. If the reports show deficiencies regarding the agreed security measures (“Security Leaks”), HYPE shall fix these.
8. **Storage Limit:** The storage limit is 50 GB for each Customer.