

Please read these Terms and Conditions (“Terms”) before you will use the Service. Your access to and use of the Service is conditional on your acceptance of and compliance with these Terms, which apply to all Clients. In order to be a Client, you shall satisfy the criteria provided.

Terms and Conditions (“Terms”)

1. General provisions

1. These Terms represent part of the Contract. If there is no other part of the Contract other than the Terms, only the Terms define the rules of the provision of the Service by Comarch through the CCI Panel and use of the Service by the Client.
2. The CCI Panel is administered by Comarch. The CCI Panel is the property of Comarch and is protected under law. The Client shall have access to the Service through the Panel.
3. Comarch renders the Service in accordance with the rules indicated in these Terms exclusively for the benefit of Client.
4. In order to use Service, it is necessary for the Client to have:
 - 1) an Internet connection,
 - 2) the latest version of one of the following web browsers: Microsoft Edge, Chrome, Firefox or Safari.
5. The condition for concluding the Contract is, that (1) the Client conducts economic or professional activity on their own behalf and therefore shall be referred to as an entrepreneur and (2) any person acting on behalf of the Client is duly authorized to represent the Client.
6. To use the Service, the Client shall make payment referred to in Section 7 and associate the account in the Service with a valid email address and, if applicable, a valid form of payment. Unless explicitly permitted by the Contract, the Client shall have only one account per email address. The account provides the Client with a name and password (Login Credentials) for signing in to the CCI. Optionally, the Client can add more information to the account.
7. Registration is carried out through the registration form at *infraspace.comarch.com*, and requires all indicated data to be provided. Providing incomplete, incorrect or false data may prevent registration and disqualify the Client from using the Service.
8. Acceptance of the Terms means in particular that:
 - 1) any person acting on behalf of the Client is duly authorized to represent the Client,
 - 2) the information in the registration form is correct.
9. Comarch is the owner or the licensee of all intellectual property rights concerning the Service. All such rights are reserved and protected by copyright laws and treaties around the world.
10. The Contract shall be executed on the date of acceptance of the Terms. By using the Service, the Client indicates acceptance of the Contract including these Terms.

2. Definitions

For the purposes of these Terms:

- 1) **“Availability Zone”** and **“AZ”** mean an isolated location within a Comarch Data Center identified by a unique name,

- 2) **“CCI Panel”** means an access interface to the CCI for clients,
- 3) **“Comarch Cloud Support Center”** means a single point of contact with the Client that provides technical support for the CCI,
- 4) **“Client”** means entrepreneur, who can be natural person, a legal person or an organizational entity referred to in article 33¹ § 1 of the Civil Code, who or which conducts economic or professional activity on their or its own behalf,
- 5) **“Comarch Cloud Infraspaces (CCI)”** and **“Service”** mean a suite of public and private cloud computing services offered by Comarch. The CCI includes a range of hosted services for computing, storage and application development that run on the Comarch platform,
- 6) **“Content”** means all the Client’s information or data that is stored, processed or transmitted through the Client’s use of the CCI,
- 7) **“Contract”** means these Terms and (if applicable) the respective agreement concluded between Comarch and the Client,
- 8) **“Downtime Period”** means a period of a minimum one or more consecutive minutes of loss of external connectivity or persistent disk access for all running instances, when instances fall across two or more Availability Zones,
- 9) **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation),
- 10) **“Personal Data”** means the Client’s personal data within the meaning of Article 4(1) of the GDPR,
- 11) **“Login Credentials”** means any Client IDs, passwords, authentication keys or security credentials that enable the Client access to and management of the CCI,
- 12) **“Monthly Uptime Percentage”** means the total number of minutes in a billing month, minus the number of minutes of Downtime arising from all Downtime Periods in a billing month, divided by the total number of minutes in a billing month. Monthly Uptime Percentage measurements exclude downtime resulting from any event for which Comarch bears no liability. Monthly Uptime Percentage is represented by the following formula: $\text{Monthly Uptime Percentage} = (\text{total number of minutes} - \text{Downtime Period}) / \text{total number of minutes} \times 100$,
- 13) **“Region”** means a separate geographic area that consists of isolated locations known as Availability Zones connected through a dedicated regional low-latency network,
- 14) **“Service”** and **“Comarch Cloud Infraspaces (CCI)”** mean a suite of public and private cloud computing services offered by Comarch and including a range of hosted services for computing, storage and application development that run on the Comarch platform,
- 15) **“Third-party Products”** means any non-Comarch-branded products and services and non-Comarch-licensed software products.

3. Acceptable use of the Service

1. The Client shall comply not only with this Contract, but also with all laws, rules and regulations applicable to the Client’s use of the Service.
2. It shall be prohibited to publish, transmit or store with use of Service any Content which Comarch objectively deems appropriate, including:

- 1) material that establishes, presents, promotes, supports or refers in any way to pedophilia, racism, or fanaticism, and pornographic materials, contrary to applicable law and permitted only for adults,
 - 2) excessively violent, threatening, harassing or hateful materials,
 - 3) material that is unethical or misleading with regard to consumer protection legislation of any country, including chains or pyramids,
 - 4) material that is offensive or threatens the privacy of persons,
 - 5) material that poses a risk to the safety of persons and health, a risk to public security or to the health of the general public, that threatens national security or disrupts investigations by the relevant authorities,
 - 6) material that poses a risk to the security of the Service or the Internet, including material that has a negative impact on other Clients' use of the Service,
 - 7) material that infringes copyrights of third parties, brands, patents or other rights owned by third parties,
 - 8) material that promotes drugs, illegal gambling or illicit arms trafficking,
 - 9) material that represents other illegal activities or incitement to illegal conduct in violation of applicable law,
 - 10) material that represents other harmful conduct or fraud that may lead to legal proceedings against Comarch.
3. The Client shall not:
- 1) undertake any action to undermine the integrity of Comarch's systems, network, software application, or networks and computing devices used in connection with the Service or any other Client, nor gain unauthorized access to any system;
 - 2) breach any security or authentication measures used in connection with the Service, or probe, test, or scan the vulnerability of any Service,
 - 3) carry out any act which may undermine the security of any service,
 - 4) participate, in any way, in any denial of service (DoS) attacks, distributed denial of service (DDoS) attacks, or any other forms of attacks,
 - 5) engage in any behavior that may interfere with the proper functioning of any system,
4. The Client shall not access or use the Service in any way intended to avoid incurring fees or to exceed usage limits or quotas.
5. The Client shall not use the Service in any manner contrary to the intended purpose of the CCI. The Client shall not attempt to modify, distribute, alter, tamper with, repair, reverse engineer, disassemble, decompile or apply any other process or procedure to derive the source code of any software included in Service, or create derivative works of any data included in the Service.

4. Comarch's obligations

1. Comarch shall render the Service to the Client and the Client shall make payments in accordance with this Contract.

2. Comarch shall comply with all laws applicable to the provision of the Service, including applicable security laws, but not including any laws applicable to the Client or the Client's industry that are not generally applicable to IT-services providers. In relation to any part of the Service, Comarch shall not be subject to any general monitoring obligation. Comarch shall not control or monitor the conduct or the actions put in place by the Client. Therefore, Comarch shall not control or monitor the Content.
3. Following the termination of the Contract, Comarch shall delete the Content, including any cached or back-up copies, within 30 days. The Client agrees that Comarch has no additional obligation to continue to hold, export or return Content, and that Comarch has no liability whatsoever for deletion of Content pursuant to this Contract.

5. The Client's obligations

1. The Client shall comply with all laws applicable to Content, Personal Data and use of the Service, including any laws applicable to the Client or the Client's industry.
2. The Client shall be liable and responsible for all activities that occur under the Client's account in the Service, regardless of whether the activities are authorized by the Client, undertaken by the Client or performed by third party.
3. The Client shall properly configure and use the Service and otherwise take appropriate actions to secure, protect and backup Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Content from unauthorized access and routinely archiving Content.
4. The Client is solely responsible for any Third-party Products that the Client uses with regard to the Service.
5. If the Client uses the Service with regard to Content protected under copyright, the Client provides Comarch with a non-exclusive, perpetual, irrevocable, worldwide, charge-free license to use this Content in the scope of:
 - 1) use, reproduction, distribution, public performance and recording - using any means or technologies, including in particular printing, optical, magnetic, magneto-optical, digital recording and any existing and future technologies and information carriers, including also sharing the data publicly so that anyone can access them at a chosen place and time (e.g. on the Internet),
 - 2) lending and placing on the market.
6. The Client also provides Comarch with consent to create and use derivative works on the basis of Content provided by the Client. Comarch is allowed to use derivative works in the same scope as Content originally provided by the Client. The Client shall not execute any moral rights with regard to the Content.
7. The Client warrants that they may legitimately grant Comarch the rights as stated in section 5.5-5.6, and granting them does not infringe any third-party rights.
6. The Client shall not assign or otherwise transfer authentication credentials or private keys generated by the Service, since they are provided for the Client's internal use only.
7. The Client shall maintain the confidentiality of authentication credentials, private keys generated by the Service and any other information associated with the use of the Service according to section 15. The Client shall notify Comarch about any possible misuse of the Service or authentication credentials, and of any security incident related to the Service.

6. Warranties

1. Each party represents and warrants that it validly entered into the Contract and is authorized to do so.
2. Comarch represents and warrants that, during the period of Service provision, Comarch will provide the Service using commercially reasonable care and skill in accordance with the section entitled "Service Level".
3. The Client represents and warrants that they or their licensors own all rights, title and interest in and to Content, and that the Client has all rights to the Content necessary to grant those rights indicated in this Contract.
4. The Client represents and warrants that Content will not violate any policies or any applicable law. The Client acknowledges that they are solely responsible for the Content, including its development, operation, maintenance, and use.

7. Payments

1. The Client shall pay Comarch the applicable fees and charges for use of the Service as described on the Comarch website (...). If the Client does not use the instant payment method, Comarch shall issue an invoice to the Client on a monthly basis. Comarch may bill the Client more frequently for fees or charges accrued if Comarch suspects that the Client's use is fraudulent or there is a risk of non-payment on the Client's side.
2. If fees and charges referred in point 7.1 are not paid with the use of instant payment, they shall be paid by the Client within 14 days of the issuance of the invoice by Comarch to the following account number: ...
3. Comarch may increase or add new fees and charges for any existing services the Client uses by giving at least 30 days prior notice.
4. All amounts payable by the Client under this Contract will be paid to Comarch without set-off or counterclaim, and without any deduction or withholding.
5. All fees and charges payable by the Client are exclusive of indirect taxes, levy or similar government charges that may be assessed by any jurisdiction. The Client will pay all applicable indirect taxes that Comarch is legally obliged or authorized to collect from the Client. If, under applicable law, the Client is required to withhold any tax on payment, then the amount of the payment will be automatically increased to totally offset such tax, so that the amount actually remitted to Comarch, net of all taxes, equals the amount invoiced.
6. If the Client delays payment of applicable fees and charges, the Client is obliged to pay statutory interest according to applicable law.

8. Third-party Products

1. Comarch makes Third-party Products available to the Client through the Service. The use of any Third-party Products will be governed by separate terms between the Client and the third party providing the Third-party Products. Comarch, however, assumes no responsibility or liability whatsoever for any Third-party Products.
2. Comarch is not a party to and is not bound by any terms governing the Client's use of any Third-party Products. If the Client uses any Third-party Products with regard to the Service, the Client

may not do so in any way that would lead Comarch to any kind of obligations beyond those explicitly stated in the Contract.

3. If the Client uses any Third-party Products with the Service then the Client, not Comarch, directs and controls the installation and use of such products with the Service through their own actions (for example, through use of application programming interfaces and other technical means that are part of the Service). Comarch shall not run or make any copies of such Third-party Products.

9. Privacy

1. Comarch shall use Content and Personal Data only to provide or maintain the Service and as necessary to comply with the law or a binding order of a government body. This use may include troubleshooting to prevent, find, and fix problems with the operation of the Service. It may also include improving features for finding and protecting against threats. Comarch shall not disclose Content and Personal Data to any government or third party except in each case as necessary to comply with the law or a binding order of a government body.
2. The Client retains all rights, titles, and interests in and to Content.
3. Comarch acquires no rights in Content, other than the rights necessary to provide and maintain the Service and to comply with the law or a binding order of a government body.
4. Comarch shall treat Personal Data in accordance with the Contract, including Data Processing Agreement provided as Appendix No. 1. Comarch may transfer or process Content or Personal Data in any country where Comarch or its sub-contractors have their facilities or registered offices.
5. The Client shall obtain any necessary consent from third parties or others whose Personal Data the Client will use with regard to the Service.
6. To the extent that the provision of the Service involves any transfers of Personal Data to recipients in countries outside the EEA that are not recognized by the European Commission as ensuring an adequate level of protection, such transfers between the Client and recipients outside the EEA are subject to the terms as EU Standard Contractual Clauses. The Client agrees that Comarch is authorized to sign EU Standard Contractual Clauses in the name and on behalf of the Client with such recipients.

10. Security

1. Comarch has implemented and maintains appropriate technical and organizational measures, internal controls, and data security routines intended to protect Personal Data against accidental or unlawful loss, access or disclosure.
2. Comarch has implemented and maintains appropriate organizational measures and a corporate information security program designed to comply with applicable laws in order to protect Content from loss, misuse and unauthorized access or disclosure. This program includes annual employee security awareness training and formal security policies and/or procedures.
3. As indicated in 5.3., the Client is solely responsible for properly configuring and using the Service and taking their own steps to maintain appropriate security, protection and backup of Content, which may include the use of encryption technology to protect Content from unauthorized access and routine archiving of Content. The Client acknowledges that Comarch shall be not liable if the Service and the Client's environment are not configured in a secure manner. However, Comarch may assist with initial configuration and monitoring as additional services indicated in section 16.

4. Comarch reserves the right to perform security and vulnerability tests of the CCI in order to, among other things, ensure security and integrity of the CCI and its users. In the event of detection of serious security issues that may threaten the CCI or other users of the Service, the Client will be informed and proper remedial steps shall be taken by the Client to eliminate vulnerability and security holes without undue delay. Failure to take corrective actions or implementing them improperly may result in suspension of the Service as described in section 14.1.1).

11.LIABILITY

1. THE CONTRACT SHALL NOT LIMIT COMARCH'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM WILLFUL MISCONDUCT NOR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
2. THE ONLY REMEDIES THE CLIENT MAY HAVE FOR NON- OR DEFECTIVE PERFORMANCE OF THE CONTRACT, INCLUDING GROSSLY NEGLIGENT BEHAVIOR OF COMARCH, ARE THOSE INDICATED IN THE SERVICE LEVEL SECTION. ANY OTHER CLAIMS OR REMEDIES ON THE BASIS OF ANY OTHER LIABILITY, INCLUDING TORT AND BREACH OF STATUTORY DUTY, ARE EXCLUDED.
3. AS A RESULT OF SECTION 11.2, COMARCH SHALL BE ESPECIALLY NOT LIABLE IF:
 - 1) INABILITY TO USE THE SERVICE IS A RESULT OF TERMINATION, MAINTENANCE BREAK OR SUSPENSION OF USE OF THE SERVICE OR DISCONTINUATION OF ANY PART OF THE SERVICE,
 - 2) THERE WAS UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION OR DAMAGE TO, OR LOSS OF, OR FAILURE TO STORE ANY CONTENT,
 - 3) ANY INVESTMENT, EXPENDITURES OR COMMITMENTS BY THE CLIENT HAVE BEEN MADE IN CONNECTION WITH THE CONTRACT OR USE OF SERVICE,
 - 4) AN EVENT IS CAUSED BY FACTORS OUTSIDE OF COMARCH'S REASONABLE CONTROL, INCLUDING FORCE MAJEURE, UNAUTHORIZED ACCESS TO CONTENT, AND LOSS OR LEAKAGE OF CONTENT, TOKENS, PASSWORDS, SSH-KEY, ETC.,
 - 5) AN EVENT IS CAUSED BY AN INTERNET ACCESS PROBLEM OR RELATED PROBLEMS BEYOND THE DEMARCATION POINT OF SERVICE, BY EARTHQUAKES OR FAILURE OF TELECOMMUNICATIONS INFRASTRUCTURE OR SYSTEMS,
 - 6) THE CLIENT FAILS TO ADHERE TO ANY REQUIRED CONFIGURATIONS FOR THE USE OF THE SERVICE,
 - 7) THERE WAS ANY FAULT OR CONFIGURATION CHANGE ON THE NETWORKS OR EQUIPMENT WHICH DO NOT BELONG TO COMARCH;
 - 8) THERE WAS ANY ACTION OR INACTION ON THE CLIENT'S PART IN CONNECTION WITH THE USE OF THE SERVICE,
 - 9) AN EVENT TAKES PLACE WITH REGARD TO THE CLIENT'S OR ANY THIRD PARTY'S EQUIPMENT, SOFTWARE, AND/OR TECHNOLOGY, OR RELEVANT CONFIGURATIONS NOT OPERATED BY COMARCH,
 - 10) DAMAGES OCCURRED REPRESENT INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES,

- 11) THERE WAS ILLEGAL OR UNLAWFUL USE OF THE SERVICE, INCLUDING BREACH OF ACCEPTABLE USE OF SERVICE,
 - 12) THERE WAS FAILURE OF THE INTERNET SERVICE PROVIDER,
 - 13) THERE WAS FAILURE OF INDIVIDUAL INSTANCES OR VOLUMES NOT ATTRIBUTABLE TO AVAILABILITY ZONE OR REGION,
 - 14) IT CONCERNS LOSS OR LEAKAGE OF DATA, TOKENS, PASSWORDS OR SSH-KEY DUE TO THE CLIENT'S IMPROPER BEHAVIOUR,
 - 15) IF CLIENT DID NOT MODIFY THEIR USE OF THE SERVICE AS COMARCH ADVISED.
4. IN ANY CASE, COMARCH'S TOTAL AGGREGATE LIABILITY, INCLUDING LIABILITY FOR INFRINGEMENT OF PERSONAL DATA PROTECTION REGULATIONS, SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT UNDER THIS CONTRACT FOR THE SERVICE WITHIN SIX MONTHS FROM THE CONCLUSION OF THE CONTRACT.
 5. THE CLIENT SHALL INDEMNIFY AND HOLD HARMLESS COMARCH AND ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, STAFF, SUB-CONTRACTORS, CUSTOMERS AND END USERS FROM ALL CLAIMS AND DEFEND EVERY CLAIM IN RELATION TO THE CLIENT'S USE OR IMPROPER USE OF THE SERVICE AT THE CLIENT'S SOLE EXPENSE. THE CLIENT SHALL HAVE THE RIGHT TO SETTLE ANY CLAIM ONLY WITH THE PRIOR WRITTEN CONSENT OF COMARCH. COMARCH SHALL NOTIFY THE CLIENT ABOUT EVERY CLAIM IN RELATION TO THE CLIENT'S USE OR IMPROPER USE OF THE SERVICE WITHOUT UNDUE DELAY.
 6. NEITHER PARTY SHALL HAVE ANY LIABILITY IF ITS OBLIGATIONS ARE DELAYED OR PREVENTED BY ANY REASON OF ANY FORCE MAJEURE, WAR, TERRORISM, FIRE, NATURAL DISASTER, ACCIDENT, RIOTS, SHORTAGE OF MATERIALS OR SUPPLIES, FAILURE OF ANY TRANSPORT OR COMMUNICATION SYSTEM, VIRUSES, DENIAL OF SERVICE ATTACKS, ELECTRICAL, INTERNET, OR TELECOMMUNICATION OUTAGE, NON-PERFORMANCE OF COMARCH'S THIRD-PARTY PROVIDERS (INCLUDING, WITHOUT LIMITATION, THE FAILURE OR PERFORMANCE OF COMMON CARRIERS, INTERCHANGE CARRIERS, LOCAL EXCHANGE CARRIERS, INTERNET SERVICE PROVIDERS, SUPPLIERS AND SUB-CONTRACTORS) OR ANY OTHER CAUSE BEYOND ITS REASONABLE CONTROL. BOTH PARTIES WILL USE REASONABLE EFFORTS TO MITIGATE THE EFFECT OF FORCE MAJEURE. IF SUCH AN EVENT CONTINUES FOR MORE THAN 30 DAYS, EITHER PARTY MAY TERMINATE THE CONTRACT UPON WRITTEN NOTICE UNLESS NULL AND VOID. THIS SECTION DOES NOT EXCUSE THE OBLIGATION TO PAY FOR THE SERVICE.

12. Service Level

1. Comarch shall use reasonable efforts to make the Service available with a monthly uptime percentage (defined in the table provided in section 12.2) of:
 - 1) at least 99.95% for a cloud environment located in one Availability Zone and,
 - 2) 99.99% for a cloud environment located in two or more Availability Zone,
 in each case during any one-month billing cycle.
2. In the event that the Service does not meet the abovementioned requirements, the Client will be eligible to receive a discount as described below:

Cloud Environment Located in one Availability Zone
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	Monthly Uptime Percentage	Discount Percentage
1.	Less than 99.95% but equal to or greater than 99.0%	5%
2.	Less than 99.0%	15%

Cloud Environment Located in two or more Availability Zones		
	Monthly Uptime Percentage	Discount Percentage
1.	Less than 99.99% but equal to or greater than 99.0%	10%
2.	Less than 99.0%	30%

3. If the Service is not available for a specific period of time due to reasons for which Comarch bears no liability according to section 11, this time is not recognized as Service unavailability and does not count towards the requirements indicated in this section.
4. In order to maintain performance and security of the CCI, Comarch performs Scheduled maintenance within published maintenance windows. Scheduled maintenance takes place during a maintenance window. The Client shall be notified at least 14 days in advance by email sent to the registered email address. It is possible that during this maintenance period the Service is temporarily completely or partially out of use, and is therefore not available to the Client. A scheduled maintenance message will contain the following information:
 - 1) timeframe in which scheduled maintenance will take place,
 - 2) expected duration of scheduled maintenance,
 - 3) the services on which scheduled maintenance will have an influence.
5. Comarch may need to perform emergency maintenance due to occurrence unexpected conditions affecting the CCI which require immediate intervention. Comarch will not be able to provide the Client with advance notice in the event of emergency maintenance. The Client will be informed as soon as possible by email to the registered email address. Unavailability during emergency maintenance is included in the availability calculation.
6. Comarch shall apply any discount only against future payments, i.e. the discount will be included in the next monthly payment as the amount reducing this monthly payment. The discount will not entitle the Client to any refund or other payment from Comarch.
7. A discount will be applicable only if the discount amount for the applicable monthly billing cycle is greater than one euro (EUR 1). The Client must complete at least one billing cycle with regard to the Service prior to being eligible to receive a discount.
8. To be entitled to the discount mentioned in section 12.2, the Client must submit notification by opening a case in the Comarch Cloud Support Center. To be eligible, the notification must be filed by the Client within 30 calendar days of the event or issue, and must include all the following information:
 - 1) the words "SLA Discount Request" in the subject line,
 - 2) the dates, times and duration of each unavailability incident that the Client is claiming,
 - 3) the name of the Availability Zone,
 - 4) the affected CCI instance or volume IDs,

- 5) a detailed description of the incident, including the logs or messages relating to the request and documenting the errors and claimed outage,
- 6) any other information that Comarch reasonably asks the Client to provide in .
9. Comarch will use commercially reasonable efforts to process notifications within 60 days of Comarch's receipt of a notification. The Client's failure to submit notification within this time will be deemed to be an irrevocable waiver to receive a discount on the basis of a submitted incident.
10. Once Comarch receives notification, Comarch will review and evaluate the notification and may require the Client's cooperation in conducting a joint investigation to ascertain whether the Service Level section has been breached and, if so, the cause of the failure.
11. Comarch will determine whether a discount is to be granted to the Client and will inform the Client of the decision as soon as reasonably possible.

13. Termination

1. This Contract will remain in effect until terminated. Any notice of termination of this Contract by either party shall include a termination date that complies with the notice period.
2. Comarch may terminate this Contract for any reason by providing the Client at least 30 days' advance notice.
3. Either party may terminate this Contract for cause if the other party is in material breach of the Contract. In the event of termination for material breach (art. 746 § 3 of the Civil Code), the terminating party shall send the other party notice of the breach and a time limit (no shorter than 30 calendar days) for remedying the breach. If the material breach remains unresolved for longer than the abovementioned period, the Contract shall be terminated.
4. Comarch may also terminate this Contract immediately upon written notice if:
 - 1) Comarch has the right to suspend the Service,
 - 2) Comarch's relationship with a third-party partner who provides software or other technology used by Comarch to provide the Service expires, terminates or requires Comarch to change the way Comarch provides the software or other technology as part of the Service, or in order to comply with the law or requests of government entities.
5. A termination notice under this Contract shall be in writing, unless which it shall be null and void.

14. Suspension

1. Comarch may suspend the Client's use of part or all of the Service immediately if Comarch determines:
 - 1) The Client's use of the Service poses a security risk to the Service or any third party, could adversely impact Comarch's systems, the Service or data of any other Comarch client, could subject Comarch, affiliates, or any third party to liability, or could be fraudulent,
 - 2) The Client is in breach of this Contract, including breach of payment obligations under the section entitled "Payments",
 - 3) The Client ceases to operate in the ordinary manner, is subject of an order for the benefit of creditors or similar disposal of the Client's assets, or becomes insolvent.
2. If Comarch suspends use of the Service:

- 1) The Client remains responsible for all fees and charges incurred during the period of suspension as if the Service had been provided,
- 2) The Client will not be entitled to any kind of compensation or service credits, and suspension will be not considered as non-performance of the Contract, taking into consideration that it will result from circumstances for which only the Client bears the responsibilities.

15. Confidentiality

1. Information referred to as Confidential Information in the Contract shall comprise all and any information or data whether given in writing, orally, by electronic data transmission or by any other means transferred by either party and regardless of whether the information is marked as being proprietary or confidential. Such information shall include but not be limited to any information ascertainable by inspection or analysis of samples, or which may be disclosed while using, testing or reviewing, and any information relating to the Service or the disclosing party's business, operations, processes, plans, product information, know-how, design rights, trade secrets, software, rules and concepts, and documentation relating to market opportunities and customers and business affairs.
2. The Confidential Information of one party does not include information that is:
 - 1) publicly available when received/disclosed, or thereafter becomes publicly available by the disclosure thereof without breach of any of the provisions of the Contract hereto,
 - 2) already in possession of the receiving party without obligation of confidentiality and not acquired directly or indirectly from the disclosing party,
 - 3) legally obtained from a source other than the disclosing party without obligation of confidentiality and where such a source is in lawful possession of the said information,
 - 4) developed by the other party independently without any breach of the Contract hereof and without the use of the Confidential Information received from the disclosing party,
 - 5) subject of an obligation to be disclosed by law or any regulatory or government authority, provided that the disclosing party has been notified by the receiving party prior to its disclosure to any legal subject.
3. In respect of the disclosing party's Confidential Information disclosed pursuant to the Contract, the receiving party shall:
 - 1) keep the Confidential Information strictly confidential and secret, and shall not in any way or at any time make any use thereof except for the purpose of the Contract and with prior written consent of the disclosing party,
 - 2) not disclose any Confidential Information to any third party without prior written consent from the other party,
 - 3) take all reasonable steps to ensure that the Confidential Information is not inadvertently disclosed in violation of this Contract.
4. It shall be expressly agreed that Comarch is allowed to disclose the Confidential Information to affiliates, provided that these companies shall comply with this section of the Contract.

16. Additional Services

1. The Client may purchase from Comarch additional services. The Client acknowledges and accepts that the additional services should be provided in accordance with the Contract to which full reference is made therein and which the Client should accept.
2. It remains understood that the aforesaid additional services shall be performed for the same length of time as the Service to which they are related.
3. This Contract applies to additional services provided by Comarch with the exception of section 12 (SLA), which is replaced by a specific service level agreement dedicated to respective additional services. The abovementioned service level agreement will be made available to the Client before purchase of an additional service.

17.Complaints procedure

1. Complaints concerning the Service may be submitted by the Client by email to Comarch Cloud Support Center.
2. The complaint shall include:
 - 1) the name of the Client,
 - 2) email address,
 - 3) telephone number,
 - 4) precise description of any irregularities in the provision of the Service and the date of occurrence and duration of the irregularities indicated or invoice number, the date of its issuance and the irregularity found in the invoice.
3. A complaint may be filed within a month from the date when the Service was improperly rendered, or from the date of delivery of the invoice which contains an incorrect calculation of the fee for the provision of the Service.
4. Comarch shall consider complaints within 30 working days from the date of receiving the complaint from the Client, unless the Client does not describe the subject of the complaint in a manner as provided for in these Terms. In this case, the period for processing the complaint begins on the day when the Client provides Comarch with the missing information.
5. In particularly complicated cases, the period referred to in 17.4 may be extended to 60 working days.
6. Complaints may be not accepted if the Client has not paid a required fee or charge and does not have the right to use the Service.

18.Miscellaneous

1. The Client shall not assign or otherwise transfer any rights and obligations under the Contract without Comarch's prior written consent. Comarch may assign the Contract without the Client's consent in connection with a merger, acquisition or sale of all or substantially all of Comarch's assets, or to any affiliate. Effective upon assignment, the assignee is deemed substituted for Comarch as a party to the Contract and Comarch is released from all of its obligations and duties to perform under the Contract.
2. Comarch may hire other entities to provide the Service on its behalf, such as customer support. Any such sub-contractor will be permitted to obtain Content only to provide the Service. Comarch remains responsible for sub-contractors' compliance with the obligations of the Contract.

3. Comarch may change or discontinue the Service or change or remove functionality of the Service, including the CCI Panel, at any time. Comarch shall notify the Client without undue delay of any material change to or discontinuation of the Service. Comarch bears no liability in the event of such change or removal of Service functionality.
4. Comarch shall provide the Client with 60 days prior notice before removing any material feature or functionality, unless security, legal, or system performance considerations require expedited removal.
5. Parties agree that this Contract is to be governed by and construed under the laws of the Republic of Poland. The parties further agree that all disputes shall be resolved exclusively in Kraków.
6. The Client shall not imply any relationship or affiliation between Comarch and the Client. The Client shall not misrepresent or embellish the relationship between the Client and Comarch (including by expressing or implying that Comarch supports, sponsors, endorses, or contributes to the Client or the Client's business endeavors).
7. Comarch may modify this Contract at any time by posting a revised version on the Comarch website or otherwise by notifying the Client. However, Comarch will provide at least 90 days' advance notice for adverse changes to any Service Level section. By continuing to use the Service after the effective date of any modifications to this Contract, the Client agrees to be bound by the modified Terms. It is the Client's responsibility to check the Comarch website regularly for modifications to this Contract. All amendments to this Contract proposed by the Client require Comarch's prior written consent, or shall be null and void.
8. In any country where any current or future government regulations or requirements apply to Comarch, but not generally to businesses operating there, and present hardship to Comarch in relation to operating the Service without change or causes Comarch to believe this Contract or the Service may be in conflict with any such regulations or requirements, Comarch may change the Service or terminate this Contract according to 13.2.
9. In the event of a conflict between these Terms and any other part of the Contract, the part of the Contract's provisions shall prevail.
10. The parties expressly agree not to apply Article 66¹ of the Civil Code.
11. If any provision in Terms is found to be illegal or invalid, that clause shall be deemed removed and the remainder shall be unaffected. The parties shall endeavor to agree an alternative clause having like effect, as a substitute for the provision that has been removed.
12. These Terms were prepared in two identical copies, one for each party.

Appendix 1 Data Processing Agreement

Concluded by and between

Comarch S.A. – ...

hereinafter referred to as “**Comarch**”

and

Client

hereinafter referred to as the “**Client**”.

The parties enter into this Data Processing Agreement in connection with the Contract under which Comarch provides the Client, in the scope and on the terms and conditions agreed upon in the Contract, with services connected with the processing of Personal Data by Comarch as the Processor.

Article 1. Definitions

- 1.1. **Controller** – controller within the meaning of Article 4(7) of the GDPR.
- 1.2. **Personal Data** – personal data within the meaning of Article 4(1) of the GDPR.
- 1.3. **Client’s Personal Data** – Personal Data specified in Article 2(2) of the DPA.
- 1.4. **Personal Data Breach** – personal data breach within the meaning of Article 4(12) of the GDPR.
- 1.5. **Processor** – processor within the meaning of Article 4(8) of the GDPR.
- 1.6. **Processing** – processing within the meaning of Article 4(2) of the GDPR.
- 1.7. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.8. **Contract** – agreement between the parties concerning Comarch Cloud Infraspaces concluded between the Controller and the Processor.
- 1.9. **DPA** – this Data Processing Agreement which, in accordance with the intention of the parties, constitutes an integral part of the Contract.
- 1.10. **Services** – services enumerated in Article 2(3) hereof, provided by Comarch under the Contract and connected with the Processing of the Client’s Personal Data by Comarch.

Article 2. Subject matter of the Agreement

- 2.1. This Agreement sets forth the terms and conditions of the Processing by Comarch of the Client’s Personal Data specified in Article 2(2) herein, in respect of the Services provided under the Contract, indicated in Article 2(3) hereof.
 - 2.2. Comarch shall perform on behalf of the Client the Processing of the following Personal Data:
 - 2.2.1. Type of Personal Data covered by this DPA:
 - a) identification details (including name, surname, email address, tax ID, PESEL, ILN, login and IP address)
 - b) address details (including country, postal code, city, street and house number)
 - c) transaction data
 - d) communication history
 - e) login history
 - 2.2.2. Categories of data subjects:
 - a) system users
 - b) persons whose data are processed by Comarch under the Contract
- If it is necessary to modify the type of data indicated above, i.e. to add new data or delete personal data indicated on the day of conclusion of the Contract, the Client is obliged to inform Comarch in writing or by email. Any modification of personal data indicated on the list does not require an annex to this DPA, but only a written statement of the Client submitted to Comarch with a precise indication of the modification of the personal data type.
- 2.3. Comarch shall process the Client’s Personal Data in the scope of the following services provided under the Contract:
 - a) maintenance services
 - b) support services
 - c) cloud services including screening and checks
 - 2.4. The Processing of the Client’s Personal Data shall be executed by Comarch for the purpose of performance of the Contract.

Article 3. The Processing of the Client’s Personal Data by Comarch

- 3.1. Comarch shall process the Client's Personal Data solely for the purposes, in the scope of and on the terms and conditions set forth in the DPA.
- 3.2. Comarch shall process the Client's Personal Data in respect of the provision of the Services only in electronic form in an IT system.
- 3.3. The parties agree that the Client's Personal Data shall be processed in accordance with the Controller's instructions, which shall be sent to Comarch by the Client in writing or by email to the address indicated in Article 11(3) of the DPA. Instructions given in any other form shall not be binding until they are submitted in the agreed-upon form. The completion date for each instruction shall be agreed upon between the parties. An instruction relating to a change of scope or manner of provision of the Services, or to provision of an additional service, shall be construed as placing with Comarch an order for an additional service for which Comarch may claim additional remuneration. Such an instruction may be given only on the terms and conditions set forth in the Contract for the ordering of additional services or, if the Contract does not provide for any rules for ordering additional services, by way of signing, by both parties, a relevant order or annex to the Contract against remuneration calculated at rates specified in the Contract or, if the Contract does not provide for such rates, according to Comarch's current price list. To any instructions relating to technical and organizational matters, measures applied by Comarch Article 6(4) hereof shall apply.
- 3.4. Comarch shall notify the Client if the Controller's instruction given in accordance with Article 3(3) does not comply, in Comarch's opinion, with the GDPR or other European Union or Member State data protection provisions.

Article 4. Period of Processing

- 4.1. The Client's Personal Data shall be processed by Comarch during the period of the provision of the Services, subject to Article 4(2) and Article 4(3) hereof.
- 4.2. Unless the Contract provides otherwise, upon termination of the parties' cooperation under the Contract, Comarch shall return to the Client the Client's Personal Data in Comarch's possession as at the date of transfer, in accordance with the terms and conditions and by the date specified in the Contract. If the Contract does not specify the terms and conditions or the date of return of the Client's Personal Data, such data shall be returned based on the Client's order for additional remuneration at rates specified in the Contract or, if the Contract does not provide for such rates, according to Comarch's current price list.
- 4.3. Unless the Contract provides otherwise, Comarch shall delete the Client's Personal Data and any copies thereof immediately upon expiry of the period required for the establishment, exercise or defense of legal claims that arise or may arise from the Contract or the DPA.
- 4.4. The provisions of Article 4(2) and Article 4(3) hereof shall survive termination or expiration of the DPA.

Article 5. Obligations of Comarch

- 5.1 Comarch agrees to comply with the DPA and relevant provisions of law applicable to the Processing of Personal Data processed under this DPA, in particular Comarch agrees to fulfill the obligations of the Processor arising from the GDPR.
- 5.2 Comarch shall ensure that persons authorized by Comarch to process personal data commit themselves to keep such data confidential or are under an appropriate statutory obligation of confidentiality.
- 5.3 Comarch shall undertake organizational and technical measures appropriate, in accordance with Article 32 of the GDPR, for the Processing of the Client's Personal Data by the Processor in respect of the Services provided in accordance with the Contract. A description of standard organizational and technical measures applied by Comarch is included in Appendix "Standard technical and organizational measures". Comarch shall have the right to freely select or change such organizational and technical measures, unless it results in breach of the terms and conditions of the Contract. In the description of the Services in the Contract, the parties may agree upon additional organizational and technical measures to be implemented by Comarch. The Client may place with Comarch an order for change or implementation of additional organizational measures in accordance with Article 6(4) hereof.
- 5.4 In respect of assisting the Controller in fulfilling the Controller's obligation to implement appropriate organizational and technical measures, as referred to in Article 28(3)(f) of the GDPR, taking into account the nature of Processing and the information available to it, Comarch shall:
 - 5.4.1 implement at Comarch organizational and technical measures in accordance with Article 5(3) hereof;
 - 5.4.2 provide, where feasible, information about any other technical and organizational measures that may be applied – in response to the Client's request submitted under Article 6(1) hereof;
- 5.5 In respect of assisting the Controller in fulfilling the obligation to perform data protection impact assessment and to hold prior consultations with the supervisory authority, as referred to in Article 28(3)(f) of the GDPR, taking into account the nature of Processing and the information available to it, Comarch shall:
 - 5.5.1 make available, upon the Controller's request, Comarch's standard documentation containing a description of technical and organizational measures applied by Comarch in accordance with Article 5(3) hereof;
 - 5.5.2 provide, where feasible, additional information about any technical and organizational measures that are or may be applied by Comarch – in response to the Client's request submitted under Article 6(1) hereof;
 - 5.5.3 provide, where feasible, additional information connected with the supervisory authority's request in the course of prior consultations – in response to the Client's request submitted under Article 6(1) hereof;

- 5.6 In respect of assisting the Controller in fulfilling the obligation to notify a Personal Data Breach to the supervisory authority and to communicate a Personal Data Breach to data subjects, as referred to in Article 28(3)(f) of the GDPR, taking into account the nature of Processing and the information available to it, Comarch shall:
 - 5.6.1 notify to the Client any Personal Data Breach of which Comarch has become aware in connection with performance of the DPA;
 - 5.6.2 provide the Client, where feasible, with additional information about any Personal Data Breach of which the Client has become aware or which has been notified by Comarch, in the scope required by the Client to determine the likelihood of risk to the rights and freedoms of persons whose Personal Data are covered by the breach and in the scope required by the Client to notify the Personal Data Breach to the supervisory authority in accordance with Article 33 and Article 34 of the GDPR or to communicate the Personal Data Breach to the data subjects – in response to the Client's request submitted under Article 6(2) hereof.
- 5.7 If a Personal Data Breach is established that was caused by fault of Comarch or Comarch's sub-contractor, Comarch shall review the applied technical and organizational measures and, if needed and where feasible, shall make appropriate changes to prevent such Personal Data Breach from reoccurring.
- 5.8 In respect of assisting the Controller in responding to requests of data subjects (Article 28(3)(e) of the GDPR), Comarch shall, where feasible:
 - 5.8.1 provide, under the Contract, standard functionalities of the Service supporting the Client in fulfilling the obligations of the Data Controller in the scope of exercising the rights of individuals available in the version of the Service already in use by the Client.
 - 5.8.2 provide, under an additional order, the possibility to implement an additional functionality of the Service to support the Client in fulfilling the obligations of the Data Controller in the exercise of the rights of individuals.

Article 6. Rights of the Client

- 6.1 During the term of the Contract, the Client shall have the right to make requests for information specified in Article 5 hereof and to request Comarch to provide information about the manner of performance of the DPA by Comarch. In this respect, the Client may send requests to the email address indicated in Article 11(3). Responding to the Client's request may consist in answering single questions, preparing reports or analyses agreed upon by the parties, or any other form of reply agreed upon by the parties, and shall be done within the remuneration for the provision of the Service, as referred to in the Contract. If the Client's requests require any additional financial outlays to be borne by Comarch, in particular related to the purchase of additional and/or customized hardware facilities, necessity of allocation of additional human resources and/or increase of human resources already involved in the performance of the Services that are subject of the Contract, and/or any other either technical or organizational measures, which would in a reasonable opinion increase the scope of obligations of Comarch as a Processor, Comarch is obliged to inform the Client in advance about the scope of Comarch's activity due to the Client's request and to submit the costs estimate of Comarch's activities for the approval of the Client in order to be covered by the Client.
- 6.2 The Client shall have the right to make requests for information about a Personal Data Breach as referred to in Article 5(6) by writing to the following email address: **...@comarch.pl** with [GDPR] in the topic. Responding to the Client's request may consist in answering single questions or have any other form agreed upon by the parties and shall be done within the remuneration for the provision of the Service, as referred to in the Contract, if the Personal Data Breach was caused by fault of Comarch. Otherwise, Article 6(1) shall apply to the Client's requests referred to in Article 5(6).
- 6.3 The Client shall have the right to conduct an audit to verify Comarch's compliance with the DPA, directly or through an authorized auditor, subject to the following terms and conditions:
 - 6.3.1 the Client's auditor shall not be a competitor of Comarch S.A. or any other Comarch Group entity or any entity related thereto or any employee or entity/person collaborating therewith, whatever the basis of such employment or collaboration;
 - 6.3.2 an audit may include sending of requests, analysis of documents, conversations with employees/collaborators of Comarch or Comarch's sub-contractors as well as visiting premises of Comarch or Comarch's sub-contractors, if they are directly connected with performance of the DPA;
 - 6.3.3 an audit shall not include information or documents relating to other clients of Comarch and shall not aim at or result in the Client obtaining access to any Personal Data other than the Client's Personal Data, or to confidential information of Comarch or other entities;
 - 6.3.4 Comarch may make participation of an auditor or a designated employee of the Client in an audit conditional upon prior execution of an appropriate confidentiality agreement with Comarch or Comarch's sub-contractor;
 - 6.3.5 during an audit the Client and an auditor shall comply with internal procedures and policies of Comarch or Comarch's sub-contractor in respect of security and confidentiality;
 - 6.3.6 an audit should not be conducted more frequently than once per calendar year and should not last longer than five days;
 - 6.3.7 the date of an audit shall be agreed upon between the parties; the Client shall notify of its intention to conduct an audit at least 60 days before the proposed date by sending an email to the address specified in Article 11(3) hereof;
 - 6.3.8 Comarch shall actively participate in an audit and cooperate with the Client and an auditor as appropriate;

- 6.3.9 each party shall cover its own costs connected with an audit; the Client shall each time cover any and all costs of an auditor.
- 6.4 The Client may request at any time that the technical and organizational measures applied by Comarch, referred to in Article 5(3) hereof, be changed or that new technical and organizational measures be implemented. In the event of such a request by the Client, if reasonable and practicable without changing the organization or interrupting business continuity of Comarch or its sub-contractor, Comarch shall submit an offer to the Client and the parties shall negotiate the terms and conditions of change of the technical and organizational measures or of implementation of new ones.
- 6.5 The Client should use their rights arising from this DPA in such a manner so as not to disrupt performance of the Contract and current operations of Comarch and its sub-contractors.

Article 7. Representations and obligations of the Client

- 7.1. The Client represents that it is the Controller of the Client's Personal Data and warrants that it processes the same in accordance with the applicable law.
- 7.2. The Client represents that the Client's Personal Data were/are collected in order to be processed by the Data Controller and are processed by the Client on the basis of Article 6 of GDPR. The Client represents that they have read the Appendix entitled "Standard Technical and Organizational Measures" prior to the conclusion of this DPA and accepts it without any objections.
- 7.3. The Client represents that it selected Comarch as a service provider taking into account Comarch's expertise, reliability and resources as well as its offer in respect of implementation of appropriate technical and organizational measures.
- 7.4. The Client agrees to comply with the DPA and relevant provisions of law applicable to the Processing of personal data, in particular the Client agrees to fulfill the obligations of the Controller arising from the GDPR.

Article 8. Sub-contractors of Comarch

- 8.1. The Client does hereby give consent to engage the sub-contractors for Processing of the Client's Personal Data as part of services commissioned by Comarch upon conclusion of the Contract, including the consent for further sub-processing to countries outside the EU, whenever it is required in order to ensure performance of the services by Comarch.
- 8.2. The Client gives consent to engage another processor for Processing of the Client's Personal Data as part of services commissioned by Comarch to other entities. Comarch agrees to cooperate with sub-contractors, ensuring implementation of such technical and organizational measures that the Processing meets GDPR requirements. If Comarch's sub-contractor is located outside the EEA or territory of the EU, the Client agrees that Comarch is authorized to sign EU Standard Contractual Clauses in the name and on behalf of the Client with such sub-contractors.
- 8.3. With each sub-contractor that is to process the Client's Personal Data, Comarch shall enter into an appropriate agreement imposing on the sub-contractor appropriate data protection obligations.
- 8.4. If Comarch's sub-contractor fails to fulfill its data protection obligations in respect of protection of the Client's Personal Data, Comarch shall be liable to the Client for such sub-contractor's breach as for its own acts and omissions.

Article 9. Responsibility and liability of the parties

- 9.1. The Client shall be responsible for proper fulfillment of the Controller's duties in accordance with the GDPR, other applicable legislation relating to the processing of Client's Personal Data and this DPA.
- 9.2. Comarch shall be responsible for proper fulfillment of the Processor's duties in accordance with the GDPR, other applicable legislation relating to the processing of a Client's Personal Data and this DPA.
- 9.3. The DPA shall constitute an integral part of the Contract. Therefore, to the extent permitted by the provisions of law, liability of either party to the other for violation of the GDPR, other applicable legislation relating to the processing of a Client's Personal Data or the DPA shall be limited or excluded in accordance with the provisions of the Contract.
- 9.4. Comarch's liability for acting upon the Controller's instruction which does not comply with the GDPR or other legislation relating to the processing of a Client's Personal Data and in connection with the Controller's instructions that are not given in accordance with Article 3(3) hereof shall be excluded.
- 9.5. The provisions of Article 9 hereof shall survive termination or expiration of the DPA.

Article 10. Governing law and jurisdiction

- 10.1. The parties agree that the DPA shall be governed by law applicable to the Contract and will be subject to the jurisdiction of the courts indicated in the Contract.

Article 11. Final provisions

- 11.1. The DPA shall constitute an integral part of the Contract and shall continue for the term of the Contract.

- 11.1.1. Termination or expiration of the Contract shall result in termination or expiration, respectively, of the DPA, without the necessity for making any additional statements. Termination of the DPA before expiry of the term of the Contract without terminating the Contract concurrently shall be excluded.
- 11.2. Assignment of the rights and duties arising from this DPA shall only be permissible if the rights and duties arising from the Contract are assigned. In such a case, a party to the DPA shall be changed on the same terms and conditions that are set forth in the Contract for a change of a party to the Contract.
- 11.3. The parties agree that Personal Data shall only be processed in the territory of the states where Comarch and its affiliates have their registered seats, including territory outside the EEA and the EU. Comarch's correspondence address is as follows:
 - 11.3.1. Comarch: ...
- 11.4. The DPA and the Contract shall constitute the entire agreement between the parties in respect of the terms and conditions of the Processing of the Client's Personal Data by Comarch in connection with the provision of the Services, and shall supersede any prior arrangements between the parties in this respect. In the event of any discrepancies between the provisions of the DPA and the provisions of the Contract, the provisions of the DPA shall prevail.
- 11.5. Any amendments or supplements to the DPA shall be made in writing or in a documentary form, otherwise they shall be null and void.

Appendix 2

Standard technical and organizational measures

This annex presents the general description of standard technical and organizational measures applied in the provision of services related to the Processing of Personal Data for Clients. The Contract may define additional or other technical and organizational measures agreed by the parties and the provisions of the Contract in this respect shall prevail over the relevant provisions of this Annex.

I. Organizational measures: the procedures and policies in force in the Comarch group

1. The necessary procedures and policies are being implemented in the companies of the Comarch group in order to, among other things, ensure security, confidentiality, integrity and availability of each Client's data (including personal data, for which each Client is administrator), to which employees or co-workers of the companies of the Comarch group gain access within the provided services.
2. Comarch S.A. is ISO 27001 certified and has implemented the procedures and the related instructions that define, in particular:
 - a) The security policy
 - b) The Comarch IT network management policy
 - c) The rules for system and application administration
 - d) The rules of stay in the premises of Comarch and access to Comarch premises
 - e) The rules for using assets and removing equipment
 - f) The rules for securing personal computers
 - g) The rules for using information media
 - h) The rules for remote access
 - i) The rules for electronic mail safety
 - j) The password policy
 - k) The business continuity policy
 - l) The antivirus policy
3. In other companies of the Comarch group, the necessary procedures and policies are implemented in principle based on the procedures effective in the main company in the group, in the scope that takes into consideration the specific nature and operations of these companies.
4. Moreover, some dedicated procedures are implemented in order to ensure the proper implementation of the Comarch companies' obligations resulting from GDPR for the Controller and for the Processor (in respect to the client's data).
5. Companies of the Comarch group co-operate in the scope of the implementation of the relevant technical and organizational measures, thus ensuring the proper standard of security for each Client of the Comarch group.

II. Technical and organizational measures: access control

1. In the companies of the Comarch group, the appropriate technical and organizational measures are implemented to ensure restriction of access to buildings, systems, environments and data processing systems solely to authorized persons.
2. Publicly accessible zones and zones with access reserved for authorized persons are marked out in Comarch buildings.
3. Employees and associates use access cards or other methods of control of physical access to the property, buildings and premises of Comarch, ensuring control of access for particular persons corresponding with the scope of their authorization.
4. Granting rights for specific employees or co-workers in the scope of access to internal systems of Comarch and client environments is subject to the procedure that allows multi-level verification of the application to grant authorization.
5. Access to internal systems and environments and to the data of each Client is only possible for authorized employees or co-workers after logging into the specific account and with the use of the specific password compliant with the password policy.
6. Remote access by employees and co-workers to the Comarch group network and subsequent exchange of information follows authentication with safe mechanisms that ensure confidentiality and integrity (e.g. VPN IP-Sec).
7. To ensure security where it is justified and compliant with the law, Comarch applies monitoring and cooperates with security companies.

III. Technical and organizational measures: Comarch Data Centers

1. Comarch offers the use of a Comarch Data Center to each Client, i.e. of a data center managed by one of the companies of the Comarch group.
2. Comarch Data Centers are based on ITIL v3 practices in the scope of change management, incident management, problem management, service level management and configuration management. Moreover, the appropriate processes are implemented in the scope of managing updates and patches (patch management),

risk management, backup and recovery procedures, business continuity management, reporting, DRP, log review and access and authorization review.

3. Backup of the internal systems is subject to the central backup system in accordance with the Server Backup Procedure.
4. Backup of each Client's systems and backup of each Client's data are subject to the terms and conditions set forth in the Contract with each Client. The standard Comarch Data Center procedures specify the maximum backup retention period of up to three months, with the retention period being extendable on request of a client in accordance with the provisions of the Contract.
5. Access to a Comarch Data Center is open only to the Comarch Data Center engineers and Security Department engineers. Other persons can be present on the premises of a Comarch Data Center only in justified cases and solely in the presence of a Comarch representative. Access to specific rooms on the premises of a Comarch Data Center may be subject to further restrictions.
6. Logical or physical separation of the environments of each Client is applied (VLANs, VMs, etc.)
7. Access to the particular environments is open only to the employees or co-workers responsible for the support of each Client, and their actions in the systems of each Client are logged.
8. The "segregation of duties" requirement also includes Comarch Data Center engineers. For this reason, dedicated teams are established for:
 - a) Linux/Unix systems,
 - b) Windows systems,
 - c) databases,
 - d) firewall (internal) systems and load balancers.
 - e) the network infrastructure in the Data Center and external firewalls
9. Each Data Center is fitted with the two lines of the firewall system clusters from two leading, Independent manufacturers.
 - a) the external cluster protects access to DMZ,
 - b) the internal cluster controls the flow of data between DMZ and the database zone.
10. Several independent Internet links are used in Comarch Data Centers, with media diversification (e.g. copper, light, radio, active BGP protocol).
11. Communication between each Client network and the Comarch Data Center is encrypted (e.g. IPSec, SSL VPN).
12. The Comarch Data Center employs:
 - a) independent and redundant air conditioning flows with one active circulation system,
 - b) redundant power lines with one active path,
 - c) backup power supply systems (UPS units or generator),
 - d) multi-zone fire protection,
 - e) a fire extinguishing system based on neutral or chemical gas,
 - f) a fire alarm system and automatic notification.
11. If the Client decides to choose a different data center, the technical and organizational measures are implemented by the chosen supplier of the services. If Comarch engages a sub-contractor in the scope of providing hosting services for the Client, the sub-contractor is obliged to implement the appropriate technical and organizational measures so that Data Processing meets the requirements of GDPR and of the Data Processing Agreement concluded by Comarch with the Client.

IV. Managing security incidents

Comarch has implemented a procedure to manage incidents of security breaches and the obligation to report all types of security breach incidents has been imposed on all employees, including incidents related to personal data breaches.

V. Training and audits

1. A procedure has been implemented in Comarch to ensure periodical training of employees in the scope of the security policy and procedures and data protection provisions and procedures implemented in Comarch.
2. Audits of security of the internal systems of the Comarch group are periodically conducted by the Internal Security Department of Comarch S.A.
3. Comarch S.A. is periodically subject to audits by a certification body.
4. Audits of Client systems are subject to terms and conditions set forth in the contracts with each Client. Comarch cooperates with each Clients in the scope of inspections and audits conducted by the Client or by the appointed external auditors to the extent agreed by the parties to the Contract and in compliance with the security procedures applied in the Comarch group and with all reserves in respect to business confidentiality and the obligation of confidentiality of each Client's data and conditions of cooperation with each Client.