

ngena Service Terms for Wi-Fi as a Service

These ngena Service Terms for Wi-Fi as a Service (the “**Agreement**”) apply between

ngena USA LLC, a limited liability company under United States laws, with its business address at 1601 29th St. Suite 1292 #1189 Boulder, CO 80301 (“**ngena**”)

and a company which has submitted an order form for ngena services with the reference to this Agreement (“**Partner**”), upon ngena’s acceptance of such company’s order.

(ngena and Partner hereinafter referred to each as a “**Party**” and together as “**Parties**”).

Preamble

ngena provides and operates a global service network for rendering secure connectivity services and related services.

Partner is an ICT services provider who resells and/or provides telecommunication and IT services to its enterprise customers.

This Agreement sets forth the rights and obligations of the Parties in relation to services to be provided by ngena to Partner, which Partner will then provide to enterprise customers in its own name or via its affiliates.

1. Definitions

1.1 In this Agreement the following terms have the following meaning:

1.1.1 “**Enterprise customer**” means a customer of Partner to whom Partner provides services based on the ngena Services in Partner’s own name. In case Partner involves an Affiliate, the “enterprise customer” also means a customer of such Partner’s Affiliate to whom the Partner’s Affiliate provides services based on the ngena Services in its own name.

1.1.2 “**Individual Contract**” means a binding agreement between the Parties on the delivery of an individually defined ngena Service for (i) each specific Customer Site (in case of location-based services), (ii) overarching service for a Customer Network, or (iii) other individually defined service.

1.1.3 “**ngena Services**” means connectivity, platform and value-added services provided by ngena to Partner under this Agreement, which Partner may process and pass on to enterprise customers.

1.1.4 “**Portal**” means the online portal operated by ngena and/or its Affiliates and made accessible to Partner which supports commercial and contractual communication related to the ngena Services and other features as provided and updated by ngena from time to time.

1.1.5 “**Provider**” means a business partner of ngena providing the underlying telecommunication and other related services to ngena, on which the ngena Services to Partner are partially based.

1.1.6 “**Service Order**” means the summary of all relevant details relating to a specific ngena Service such as the duration, location, price, renewal conditions and service level commitments, as applicable, which is usually provided by ngena in the Portal.

1.2 Any reference to “Section” or “Annex” means the reference to the respective section or annex of this Agreement.

2. General Rights and Duties

2.1 Partner is entitled to request and order from ngena, and, if ngena accepts such order, ngena is obliged to offer and provide to Partner, the ngena Services, which Partner may process and pass on to enterprise customers.

2.2 ngena shall provide the ngena Services in accordance with this Agreement, with the skill and care that is customary in the industry.

2.3 Partner is entitled to pass on the ngena Services in any region served by ngena, and to any enterprise customer globally, subject to compliance with applicable export regulations and sanctions.

2.4 Further, Partner is entitled to combine the ngena Services with other services, e.g., third party services. In this case, such other services will not be managed by ngena and Partner is responsible for the integration and delivery of these services and all related expenses.

2.5 Partner shall:

2.5.1 cooperate with ngena in all matters relating to the ngena Services and appoint a project manager as the main contact person for all questions in relation to the Agreement;

2.5.2 provide in a timely manner such access to Partner’s or enterprise customers’ data, systems or other facilities as necessary for the provision of the ngena Services;

2.5.3 provide in a timely manner such information as necessary for the provision of the ngena Services.

3. ngena Wi-Fi as a Service

3.1 ngena Wi-Fi as a Service includes the subscription to the ngena Wi-Fi Platform (meaning the wireless access network orchestration platform operated by ngena and/or its Affiliates accessible via a web browser and supporting mobile apps).

3.2 Prerequisites

3.2.1 Only “Enabled Devices” may connect to the ngena Wi-Fi Platform. “**Enabled Device**” means the physical wireless access device (access point) with the integrated ngena SDN Agent capable to connect to the ngena Wi-Fi Platform. The list of Enabled Devices is available in the then-current service description and may be provided by ngena on request.

3.2.2 Partner is responsible for arranging the procurement, import compliance, delivery, installation, replacement installation and internet connection of Enabled Devices. ngena Wi-Fi as a Service does not include the procurement, import compliance, installation, internet connection, maintenance, troubleshooting of Enabled Devices, nor service management.

3.2.3 When procuring the Enabled Device, the exact identification (SKU) has to be observed as the same model with a different SKU may not be an Enabled Device.

3.3 Partner acknowledges and agrees that Enabled Devices are designed to be used only with the active subscription for the ngena Wi-Fi as a Service and they cannot be used in any other way.

3.3.1 One subscription unit must be ordered for each Enabled Device which Partner intends to connect to the ngena Wi-Fi Platform. Each subscription unit constitutes an Individual Contract.

4. Communication and Helpdesks

4.1 The Parties shall use the Portal for operational communication and contracting under this Agreement including such functions as solution design, ordering, delivery processes, billing, reporting, ticketing and repair. The Parties may resort to the helpdesks only if communication via the Portal is not fit to satisfactorily resolve the matter.

4.2 Partner shall offer helpdesk support for enterprise customers without the involvement of ngena. For matters attributable to ngena’s area of responsibility which Partner is not able to handle, ngena shall provide the second level helpdesk support to Partner.

4.3 As a general rule, communication with Partner’s enterprise customers shall be in the sole responsibility of Partner and ngena shall refrain from any such communication; likewise, operational communication with ngena’s Providers shall be in the sole responsibility of ngena and Partner shall refrain from any such communication. In case the direct communication is reasonably required for the provision of the ngena Services, each Party may perform such communication following the process agreed by the Parties.

4.4 The Parties agree to communicate in the English language and each Party shall ensure that all personnel engaged in the communication of the Parties is in sufficient command of the English language.

5. Ordering Process

5.1 Budgetary Quote. Partner may start the ordering process by selecting relevant ngena Services in the Portal or by other means agreed by the Parties. At this stage, ngena will provide preliminary non-binding prices for the selected ngena Services as a reference.

5.2 Binding Quote. Upon request of Partner, ngena shall provide the binding quote for the selected ngena Services, meaning that the price indicated in the binding quote will not change during the indicated validity period of the binding quote.

5.3 Binding Order. During the validity period of the binding quote, Partner may submit a binding order for the selected ngena Services via the Portal or by other means agreed by the Parties.

5.4 Order Acceptance. Upon the receipt of Partner’s order, ngena will process the order involving the respective Provider of the underlying services. ngena intends to act in good faith and accept and fulfill Partner’s orders to the extent feasible, and propose alternatives in cases where fulfillment of Partner’s orders as issued is not feasible; provided that ngena reserves the right, in its sole discretion, to reject an order. ngena will communicate the acceptance or rejection of orders to Partner via the Portal or by other means.

5.5 Individual Contract. Upon acceptance of the Partner's order by ngena, one Individual Contract comes into place between ngena and Partner for (i) each ngena Service for a specific location (in case of location-based services), and/or (ii) each overarching or other defined ngena Service.

6. Prices and Taxes

6.1 The Parties agree to use the currency indicated in the first order placed by Partner (which may be EUR or USD) for all quotes, transactions and invoices under this Agreement.

6.2 ngena will quote all prices net of any and all “**Duties**” (meaning value added tax, any comparable sales or service tax or similar tax, and any and all taxes, levies, duties, customs, surcharges etc. based on the supply of the services hereunder levied by

any authority, including specific local charges, such as the Brazilian surcharge for foreign services delivered to Brazilian customers or the federal universal service fund surcharge on telecommunication services applied in the US). Partner shall pay to ngena the indicated prices plus applicable Duties, if any.

For the avoidance of doubt, the net prices quoted by ngena already comprise Duties applicable to transactions between ngena and other Providers in relation to services sourced by ngena from those Providers.

6.3 In case ngena has not invoiced any Duty, but any authority subsequently requires payment of any such Duty, Partner is liable towards ngena or the respective authority for such additional Duty

6.4 In case any withholding Duties apply to any payment for the ngena Services under this Agreement, Partner shall increase the respective payment by adding to the invoiced amount such an amount as required to ensure that after deduction of such withholding Duties, ngena receives, and is entitled to retain, the complete invoiced amount. In case Partner has not withheld any such Duty, but any authority subsequently requires payment of any such withholding Duty, Partner is liable towards ngena or the respective authority for such additional withholding Duty.

6.5 The Parties shall use commercially reasonable efforts to ensure that any Duties are minimized to the extent possible under applicable laws and each Party shall deliver to another Party all documents and information reasonably requested by another Party and required to apply for Duty exemption or limitation.

6.6 Claims under this [Section 6](#) become time-barred upon the later of (i) expiry of the applicable statute of limitation, (ii) expiry of six months after the final and binding assessment of the Duty after which neither Party nor any authority has a right to demand or effect a modification of the assessment or demand or make a new assessment of the Duty, and (iii) expiry of six months after payment of the respective amount to the respective authority.

7. Billing and Payment

7.1 ngena shall issue an invoice for the initial term upon conclusion of an Individual Contract, and thereafter at the beginning of each extended term, via email and/or by other means agreed by the Parties.

7.2 Partner shall make the payment within thirty (30) days after the date of the invoice (the “**Partner Due Date**”). The payment shall be considered made on the day when the charges arrive on ngena’s account.

7.3 If the invoiced amount is not credited to ngena’s account latest on the Partner Due Date, Partner is automatically in default without any reminder being necessary. ngena may charge interest on any undisputed amount from the day after the Partner Due Date until the date such undisputed amount is credited, based on the annual interest rate that is the lesser of (i) 12 percent above the European Central Bank’s interest rate for the main refinancing operations (MRO) and (ii) the maximum amount permitted under applicable laws.

7.4 Each Party shall bear its own bank charges. Partner shall also bear any additional bank charges (e.g. intermediary bank charges) but not the charges of ngena’s bank.

7.5 If Partner has objections against an invoice, Partner shall raise such before the Partner Due Date. An invoice is deemed finally accepted and any objections are excluded if and to the extent Partner has not objected before the Partner Due Date. Partner shall make payments for undisputed portions of an invoice latest on the Partner Due Date with no right to retain undisputed amounts.

8. IP Rights and Trademarks

8.1 Each Party remains the owner of any “**IP Rights**” owned or created by that Party (meaning industrial and/or intellectual property rights including but not limited to copyrights, rights of use in accordance with applicable copyright legislation, economic exploitation rights in accordance with applicable copyright legislation, patents, utility models, trademarks, registered designs, brands, and/or rights to know-how). Except as explicitly mentioned in this Agreement, this Agreement does not affect the ownership of such IP Rights and no rights are granted to the other Party with respect thereto.

8.2 [ngena Trademarks](#). ngena holds certain trademarks as communicated to Partner and updated by ngena from time to time in the Portal (“**ngena Trademarks**”). ngena grants Partner, for the duration of this Agreement, a royalty-free, non-exclusive and worldwide right to use the ngena Trademarks for the purposes of promotion, sale and rendering of the ngena Services, but not for any other purpose. Partner may use the ngena Trademarks only in the form shown in the style guide provided by ngena via the Portal in its respective latest form, or as approved by ngena by other means.

8.3 [Partner Trademarks](#). Partner holds certain trademarks as communicated to ngena and updated by Partner from time to time (“**Partner Trademarks**”). Partner grants to ngena, for the duration of this Agreement, a royalty-free, non-exclusive and worldwide right to use the Partner Trademarks:

8.3.1 on ngena’s website (ngena.net) when referring to ngena’s business partners, together with the logos of other ngena’s business partners;

8.3.2 in other marketing materials, strictly for the purpose of referring to Partner as ngena’s business partner, including in the context of promoting of ngena Services.

ngena shall follow Partner's instructions regarding the form of Partner Trademark use, if any (for example, the style guide provided by Partner to ngena).

Partner will not object to the use of marketing materials created by ngena in accordance with Section 8.3 by ngena's business partners, which have signed a written agreement with ngena, for the purpose of referring to Partner as ngena's business partner, including in the context of promoting of ngena Services.

8.4 Neither Party makes any representations or warranties of any kind respecting its trademarks, including the validity in any country, and each Party expressly disclaims all warranties that might otherwise be implied by applicable law.

9. Confidentiality

9.1 Each Party (the "**Disclosing Party**") may, in its absolute discretion, provide "**Confidential Information**" to the other Party (the "**Receiving Party**"), meaning any information relating to the Disclosing Party, its affiliates, partners and customers, and its current or future products and services including, but not limited to, all legal, corporate commercial, technical and development matters, as well as contract terms, launch dates, databases and strategies. Confidential Information includes information which is not specifically labelled or identified as "confidential" by the Disclosing Party and it may be provided in any form (including, but not limited to, written, oral, visual and electronic form); Confidential Information includes information disclosed by the Disclosing Party's affiliate acting under the same brand name.

9.2 With respect to any Confidential Information the Receiving Party shall:

9.2.1 use the Confidential Information only for the purpose of and in accordance with this Agreement;

9.2.2 not distribute, disclose or otherwise disseminate the Confidential Information;

9.2.3 take all possible measures to prevent distribution, disclosure or dissemination of the Confidential Information; and

9.2.4 ensure secure storage of the Confidential Information at all times.

9.3 The Receiving Party may disclose the Confidential Information on a strict need-to-know basis to its employees, agents, advisors, affiliates and subcontractors involved in the provision or receipt of the services provided that such employees, agents, advisors, affiliates and subcontractors have accepted obligations of confidentiality similar to those contained in this Agreement. The Receiving Party remains liable for any unauthorized disclosure of Confidential Information by such employees, agents, advisors, affiliates and subcontractors as if it were a disclosure by the Receiving Party itself.

9.4 The obligation of confidentiality shall not apply to:

9.4.1 Confidential Information, in relation of which the Disclosing Party has provided prior written consent for such information to be disclosed to others;

9.4.2 Confidential Information which is or becomes generally available to public other than as a result of breach of this Agreement, as evidenced by generally available materials;

9.4.3 Confidential Information which was already in possession of the Receiving Party prior to disclosure under this Agreement, as evidenced by its prior written records;

9.4.4 Confidential Information which is or has been disclosed to the Receiving Party by a third party, not employed by or otherwise affiliated with the Disclosing Party and having a lawful right to make the disclosure;

9.4.5 Confidential Information which is independently developed by Receiving Party's personnel having no access to the Confidential Information disclosed under this Agreement and provided that no Confidential Information disclosed under this Agreement has been used directly or indirectly for such development; and

9.4.6 Confidential Information which is requested to be disclosed by a court or governmental agency having competent jurisdiction in respect of the required disclosure, provided that notice of such disclosure is given to the Disclosing Party as soon as reasonably doable and, if possible, before a disclosure takes place.

9.5 If a Party becomes aware, or has reason to believe, that there has been an unauthorized disclosure or use of the Confidential Information, such Party shall immediately notify the other Party. In this case the Party that discovered the unauthorized use of the Confidential Information shall take any and all actions necessary to protect the Confidential Information including such actions as may reasonably be requested by the other Party.

9.6 Upon termination of this Agreement or sooner upon the Disclosing Party's written request, which may be made at any time and without stating any reason, the Receiving Party shall (a) cease all use of the Confidential Information; (b) delete all Confidential Information stored in a non-tangible form (for example, in electronic format) from the respective medium; and (c) destroy or, upon request of the Disclosing Party, return to the Disclosing Party all tangible items which contain or manifest the Confidential Information, unless requested otherwise by law. The Parties acknowledge, however, that Confidential Information provided in electronic format may be automatically copied by the Receiving Party as part of its back-up procedures and if such copies cannot be destroyed or returned to the Disclosing Party; in this case the Receiving Party shall ensure that such copies are not accessed or used for any purpose.

The Receiving Party shall provide a written confirmation that all Confidential Information has been deleted, destroyed and/or returned upon request of the Disclosing Party.

9.7 The Confidential Information shall remain the property of the Party it originally belongs to. Neither this Agreement nor the disclosure of the Confidential Information constitutes or implies any intention by any of the Parties to grant a licence over or confer any rights in the Confidential Information to the other Party.

9.8 The obligations of confidentiality arising from this Section 9 shall continue for a period of five years after the Agreement has ended.

10. Acceptable Use Policy

10.1 Partner shall ensure that the ngena Services and Portal are not used:

10.1.1 for jeopardizing the security and stability of the network; in particular gaining unauthorised access to any equipment, servers or networks, penetrating data networks or transmitting any viruses, trojans or other malware;

10.1.2 for the storage, publication, distribution or transmission of any material which is defamatory, offensive or abusive, of an obscene or menacing character, spamming or otherwise unlawful;

10.1.3 in a manner which constitutes a violation or infringement of the rights of any third party (including, but not limited to, intellectual property rights, privacy or confidentiality rights);

10.1.4 in any other manner which constitutes a violation of applicable laws.

10.2 Partner shall ensure that any software provided by ngena as part of the ngena Services is not:

10.2.1 sold, transferred, sublicensed or assigned to any other person or entity except as agreed with ngena in the Individual Contract and is used only on a device, whether physical or virtual, which is provided by ngena under the Individual Contract;

10.2.2 modified, adapted, reverse engineered, decompiled, decrypted, disassembled, nor otherwise becomes subject to attempt to derive the source code; and that product identification, intellectual property notices or other marks are not removed, modified or concealed.

10.3 Partner shall have in place towards its enterprise customers contractual arrangements (e.g. an acceptable use policy), which reflect the principles set out in Sections 10.1 and 10.2.

11. User Accounts

11.1 To enable Partner to place orders and to communicate with ngena via the Portal, ngena will allow access to the Portal to persons nominated by Partner as its **“Authorized Users”** via their personal **“User Accounts”**. Partner shall maintain the accuracy of information on the Authorized Users and inform ngena about any changes and replacements of Authorized Users. Partner shall ensure that each User Account is used solely by the respective Authorized User, that login details are not shared with any other person or entity and that the login information for the User Accounts is kept secure at all times. In the event Partner or the Authorized User becomes aware of or reasonably suspect any breach of security, such as an unauthorised access to the User Account by a third party, or any loss, theft or disclosure of the login information, Partner shall immediately notify ngena. Partner shall be responsible for all actions made by Partner’s Authorized Users and/or using Partner’s User Accounts. ngena shall not be responsible for any activities in the Portal of Partner’s Authorized Users and/or using Partner’s User Accounts.

12. Independent Service Provision and Subcontractors

12.1 Each Party is operating, and will continue to operate, for its own account. The relationship under this Agreement is no agency, joint venture, partnership or franchise.

12.2 ngena may involve subcontractors for the provision of the ngena Services but ngena shall be responsible for the performance of the ngena Services under this Agreement.

13. Data Protection and Security

13.1 Each Party shall ensure that its telecommunication and IT systems are adequately protected against unauthorized access and viruses, malware, trojans, worms, backdoors etc., in particular by suitable access controls and firewalls. Each Party shall refrain from any actions which may impair, weaken or evade functions (especially security functions) of the other Party’s telecommunication and IT systems.

13.2 Partner shall adequately protect Partner’s networks and systems and shall procure that also enterprise customers adequately protect their local networks and systems against unauthorized access and viruses, malware, trojans, worms, backdoors etc., in particular by suitable access controls and firewalls. ngena has no liability or responsibility for quality of service in case of defects of ngena Services caused by unauthorized access, viruses etc. in systems and networks of Partner or enterprise customers.

13.3 Each Party shall observe its obligations under all applicable data protection laws, including the applicable European security and data protection laws, and the Data Processing Agreement.

14. Changes to ngena Service

14.1 Changes to Parameters of the ngena Service. ngena is entitled to modify the parameters of the ngena Services (such as performance parameters, lead times, service levels and prices) from time to time as follows:

14.1.1 ngena may modify the parameters of the ngena Services “**with effect for the future**” (meaning without impact on the then-current term of Individual Contracts, but with effect for any extension of such Individual Contracts) at any time. The changes will be effective for newly ordered Services and for the extension of the existing Individual Contracts.

14.1.2 during the respective then-current term of an Individual Contract, ngena is entitled to modify the parameters of the ngena Service if the provision of the ngena Service with unchanged parameters would result in ngena’s non-compliance with applicable laws or any ruling of competent state authorities, to the extent required to ensure ngena’s compliance, by providing a written notice to Partner prior to the expected effective date of the changes;

14.1.3 further, during the respective then-current term of a Service, ngena is entitled to modify the underlying delivery parameters of the ngena Service to the extent that such modification does not have an impact on Partner’s or enterprise customers’ use of the ngena Service and, in particular, does not require the user of the ngena Service to undertake any substantial adjustments or similar actions because of the modification.

14.2 Urgent Changes. ngena may carry out urgent changes of a ngena Service if and to the extent an urgent change is mandatory (i) for the continued provision of services in line with a customary level of IT and communication security or (ii) due to the change of the applicable regulatory requirements, provided that ngena shall limit impacts on the service to the inevitable minimum and shall use commercially reasonable efforts to restore full conformity with the agreed parameters as quickly as reasonably possible.

15. Liability and Indemnity

15.1 Each Party’s liability remains unlimited for (i) death and personal injury, (ii) damage caused by intentional or grossly negligent behaviour, (iii) claims which are subject to mandatory product liability, and (iv) liability which cannot be excluded and/or limited under applicable laws.

15.2 In respect of liabilities not covered by Section 15.1, the following limitations apply:

15.2.1 The aggregate liability of ngena for the defective performance under one Individual Contract for one calendar month is capped at 100% of the agreed recurring monthly charge for the respective Individual Contract.

15.2.2 In addition, the aggregate liability of each Party for all losses and damages is limited to

- for damage in connection with one Individual Contract, to 50% of the fees paid by Partner to ngena under such Individual Contract in the preceding twelve months;
- for damage in connection with one enterprise customer, to 20% of all fees paid by Partner to ngena in relation to such enterprise customer in the preceding twelve months;
- for damage not related to an Individual Contract nor enterprise customer, to 50% of all fees paid by Partner to ngena in the preceding twelve months;

whereas the twelve months period referenced in this Section shall be determined based on the latest event which caused the damage.

15.2.3 Neither Party is liable for special, incidental, consequential or indirect damage, including but not limited to loss of profits or of customers, loss of revenue, loss of contract, loss of goodwill, loss or interruption of company operation, loss of business opportunities, loss of data, damage to reputation, even if the other Party has been advised of the possibility of such damage.

15.2.4 Except for claims for non-payment or claims arising from Section 6, or unless set forth otherwise in this Agreement, claims for damages become time-barred six months after the commencement of the period of limitation, whereas the period of limitation shall commence at the end of the year in which (i) the claim arose and (ii) the obligee obtains knowledge of the circumstances giving rise to the claim, or would have obtained such knowledge without having shown gross negligence.

15.3 Each Party shall notify the other Party of any damage, loss and/or defect without undue delay.

15.4 The provisions of this Section 15 do not affect the duty of Partner to make payments for the ngena Services, for which Partner remains fully liable.

15.5 Indemnity. Each Party shall indemnify the other Party from any claims by third parties arising from or in connection with the indemnifying Party’s conduct, or the conduct of indemnifying Party’s business partners (e.g. enterprise customers) in connection with the performance or receipt of the ngena Services, which is in breach of this Agreement or applicable laws, however excluding claims for defective performance. The indemnification obligation under this Section 15.5 only applies provided that the indemnified Party (i) promptly notifies the indemnifying Party in writing of the claim, (ii) upon request grants the indemnifying Party the sole control of the defence and/or settlement of the claim, and (iii) fully and timely cooperates and provides all requested authority, information and assistance to the indemnifying Party, at the indemnifying Party’s expense.

15.6 If the contractually intended use of any component of a ngena Service is, or in ngena’s opinion is likely to be, enjoined as an infringement or misappropriation of any IP Rights of a third party, Partner’s sole and exclusive remedy, and ngena’s entire liability

shall be, in ngena's discretion, either: (a) to procure for Partner the right to continue to use that component under the terms of the Agreement; (b) replace or modify that component so that it is non-infringing; or, if neither of the foregoing options is commercially reasonable, (c) terminate the affected Individual Contract.

15.7 Unless explicitly mentioned otherwise in this Agreement, the obligation of a Party to pay monetary damages, subject to limitations in this [Section 15](#), shall be the sole and exclusive remedy of the other Party for any claim arising out of or in connection with this Agreement. The Parties acknowledge and agree that the foregoing provisions on liability and indemnity reflect an informed, voluntary allocation between them of the risk associated with this Agreement.

16. Duration and Termination

16.1 This Agreement shall take effect upon acceptance by ngena of the Service Order placed by Partner, which contains a reference to this Agreement, and continue in effect as long as any Individual Contract governed by this Agreement is in effect, unless terminated according to [Sections ~~Error! Reference source not found.~~-16.9](#) below.

16.2 [Duration and Ordinary Termination of Individual Contracts](#). Each Individual Contract has an initial fixed term as indicated in the Service Order. The Service Order may also contain the conditions of extension of the respective Individual Contract, including the applicable notice period etc.

In case such conditions are missing in the Service Order, the Individual Contract will extend for revolving terms of one month unless terminated by either Party with a notice period of one month before expiry of the then-current term. For such extensions, the monthly price published in the ngena regular price list for Wi-Fi as a Service 30 days prior to the beginning of each extended term shall apply.

16.3 [Early Termination of Individual Contracts](#). Partner may terminate an Individual Contract prior to the expiry of the then-current term with at least two months prior notice, subject to payment by Partner of the "**Early Termination Charges**", which shall be equal to all charges agreed for that Individual Contract until the end of its then-current term unless a different amount of Early Termination Charges is indicated in the respective Service Order.

16.4 [Termination of the Agreement for Cause](#). Either Party may terminate the Agreement with immediate effect for cause, which includes the following:

16.4.1 any breach of [Sections 9, 13 and 17](#) or any other material provision of the Agreement by the other Party;

16.4.2 any other breach of the Agreement by the other Party adversely and substantially effecting the relationship of the Parties as a whole, which is not remedied within 30 days from receipt of a written notice regarding breach from the non-defaulting Party, except that no notice is required if the defaulting Party has seriously and finally refused to remedy the breach or the breach cannot be remedied.

16.5 ngena may terminate the Agreement with immediate effect for cause:

16.5.1 if Partner has been in default of payment of any undisputed amount for more than 30 days and failed to make the outstanding payment within 30 days from receipt of ngena's written notice; or

16.5.2 if Partner's or its enterprise customer's use of the ngena Services is in violation of the Acceptable Use Policy ([Section 10](#)).

16.6 Either Party may exercise its right to terminate for cause only within a period of three months after gaining knowledge of the relevant circumstances. If the overall impact of a series of events is the cause for termination, such period begins upon gaining knowledge of the last of such events. However, this [Section 16.6](#) does not apply to termination for non-payment.

16.7 Upon termination of this Agreement for cause:

16.7.1 all Individual Contracts specified in the termination notice shall end concurrently with this Agreement; in case of termination for cause by ngena, Partner shall pay all charges agreed for those Individual Contracts until the end of their then-current term upon receipt of a respective invoice from ngena; and

16.7.2 all other Individual Contracts shall remain valid for their then-current term (and revolving terms, unless duly terminated), and in relation to such Individual Contracts this Agreement remains in effect.

16.8 Termination for Cause of Individual Contracts.

16.8.1 Partner may terminate an Individual Contract with immediate effect for cause in case of the "**Chronic Outage**" of a ngena Service, meaning that ngena repeatedly provides defective performance under the Individual Contract, in particular repeatedly fails to meet service levels under the Individual Contract and fails to improve following the following process:

In case of extensive and frequent defective performance, Partner may provide a written notice to ngena specifying the nature of a failure and requiring ngena to rectify it. In case ngena has not rectified the failure within the calendar month following the receipt of this notice, then Partner may provide the second written notice to ngena. In case ngena has not rectified the failure within the calendar month following the receipt of the second notice, then Partner may terminate the respective Individual Contract.

16.8.2 Partner may terminate all Individual Contracts of one enterprise customer with immediate effect for cause, in case Partner has a termination right in relation to 25% of Individual Contracts of the respective enterprise customer simultaneously.

16.8.3 ngena may terminate all Individual Contracts of one enterprise customer for cause, if in relation to one or several Individual Contracts of that enterprise customer:

- Partner has been in default of payment of any undisputed amount for more than 30 days and failed to make the outstanding payment within 30 days from receipt of ngena’s written notice; or
- Partner’s or its enterprise customer’s use of the ngena Services is in violation of the Acceptable Use Policy ([Section 10](#)).

For the avoidance of doubt, ngena may choose between the termination of all Individual Contracts of the respective enterprise customer under this [Section 16.8.3](#) and the termination of this Agreement under [Section 16.5](#) in its full discretion.

16.9 **Notice on Termination.** The notice on the ordinary termination or early termination of an Individual Contract shall be provided via the Portal; in case this feature is not available in the Portal, the notice shall be given in written form. The notice on the termination for cause of an Individual Contract or of this Agreement requires written form and it cannot be conditional nor combined with other notices.

16.10 **Suspension.** If a Party has the right to terminate this Agreement and/or an Individual Contract for cause, such Party may instead elect to suspend, without liability, the fulfilment of its obligations under this Agreement and/or under the respective Individual Contract, including in relation to grant of access to the Portal, upon written notice for as long as the cause persists. In case the cause for the suspension of a ngena Service has been removed and such ngena Service is resumed, ngena is entitled to charge reasonable reconnection fees.

16.11 **Survival.** [Sections 6, 8.1, 8.4, 9, 10, 15, 17 and 22](#) shall remain valid and enforceable beyond the termination or expiration of this Agreement.

17. Export Regulations and Sanctions

17.1 Each Party shall observe applicable laws on export regulations and sanctions regarding the use of the ngena Services, in particular, the US and EU export regulations and sanctions.

17.2 Each Party shall indemnify and hold the other Party harmless against any and all claims, pecuniary penalties and administrative fines (including court fees and reasonable attorney fees and other expenses) arising from or in connection with non-compliance of the Party with this [Section 17](#) and the limitations of [Section 15.2](#) do not apply in respect of this indemnification obligation.

18. Force Majeure

18.1 Neither Party shall be liable in case of a “**Force Majeure Event**” meaning any event beyond a Party’s control, which is unforeseeable, material and not negligently caused by any of the Parties and which occurs after the conclusion of this Agreement and/or the respective Individual Contract including, without limitations, natural disasters, governmental acts, decisions of authorities, blockades, war and other military conflicts, mobilization, riots, terror attacks, strikes, lockouts or other labour disputes, seizures, epidemics, pandemics, embargos or other similar events.

18.2 To the extent a Party is hindered to perform its obligations under this Agreement due to a Force Majeure Event, the delay or non-performance shall not be deemed an infringement of this Agreement, and all relevant time periods shall be appropriately extended taking into account the duration of the Force Majeure event.

18.3 Each Party shall undertake all necessary and reasonable actions within its control in order to limit the extent of the damage and consequences of any Force Majeure Event. The Party affected by a Force Majeure Event shall immediately inform the other Party of its beginning, reasonably foreseeable duration and the end.

19. Contractual Notices

19.1 A “written” document under this Agreement shall bear the original signature(s) of duly authorized representative(s) of a Party, which may be handwritten signatures or electronic signatures (meaning personally applied verification of a document in digital form which is connected to the document and unchangeable after the application). A written document may be sent to the other Party by post, or as a scanned copy or electronic file via email, and it shall become effective on the day of actual delivery to the address indicated below by post or email, as applicable.

19.2 Unless agreed otherwise for specific types of notices, the Parties’ contact details for written contractual notices are:

19.2.1 if to ngena:

- postal address indicated on the first page, to the attention of the Managing Director
- email: legal@ngena.net

19.2.2 if to Partner:

- postal address and email address indicated on the first Service Order placed by Partner.

19.3 Each Party shall notify the other Party of any changes in its contact details without undue delay. Until such notification, the previously communicated contact details shall continue to be valid for the purposes of this Agreement. Any notice shall be deemed

to have been received at the time at which it would have been received under ordinary circumstances without the change of the contact details.

20. Dispute Resolution

20.1 In case of disputes between Partner and ngena on any matter, including interpretation of this Agreement, service quality or invoices, the Parties shall use reasonable endeavours to amicably resolve the matter at operational level as the first step. If the discussion at operational level has not solved the issue, the Parties shall hold an escalation meeting between members of senior management at the second step.

20.2 Each Party is entitled to seek legal recourse only after this procedure has been completed unsuccessfully, including after an announcement by either Party's senior management that the resolution process at the second step has failed. The right of the Parties to seek injunctive relief remains unaffected.

21. Interpretation

21.1 In case of discrepancies among individual contractual documents of this Agreement, the documents shall have the following priority: (1) any individual contractual document, which explicitly refers to this Agreement and which the Parties define in writing as a prevailing document; (2) the main body of this Agreement, (3) Service Orders, (4) annexes.

21.2 Headings and subheadings of sections and paragraphs of this Agreement are for convenience purposes only and they shall have no effect on the interpretation of the Agreement.

21.3 Any enumerations or examples which illustrate a term (e.g. if a sentence is opened by "in particular", "such as" or "including") do not limit the scope of such a term.

21.4 The words "shall", "will", "ensure", "procure" and any service descriptions do not constitute a guarantee, nor a guaranteed quality, i.e. they do not include an obligation to assume liability irrespective of any fault or culpable conduct.

22. Miscellaneous

22.1 Entire Agreement. The Agreement constitutes the entire agreement between ngena and Partner, and replaces all preceding agreements between the Parties on the subject matter of this Agreement. All annexes referred to in this Agreement form integral parts of this Agreement. ngena hereby objects to any general terms and conditions of Partner and such terms and conditions shall not become binding unless ngena has explicitly accepted such terms and conditions in writing with a reference to this Agreement.

22.2 Amendments. Except Amendments to the Agreement shall be made by both Parties in writing to be valid; this also applies to this written form requirement.

22.3 Severability. Should any provision of the Agreement be invalid, wholly or in part, this shall not affect the validity of the other provisions of the Agreement. Invalid provisions shall be replaced by provisions which accord most closely with the intended purpose of the provisions to be replaced.

22.4 Representations. Each Party represents that (i) it is validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) it has the corporate power and authority to execute, deliver and perform this Agreement, (iii) it has taken all necessary corporate actions to authorize the execution, delivery and performance of the Agreement, and (iv) the execution, delivery and performance of the Agreement does not conflict with its certificate of incorporation, bylaws, material agreements, laws, rules, orders, judgements or decrees.

22.5 Corporate Social Responsibility, Competition and Anti-Corruption. Each Party shall comply and procure that its subcontractors and any person under its control comply with all applicable national, European and international rules relating to ethical and responsible standards of behaviour, including human rights, environmental protection, sustainable development, fair competition and anti-corruption.

22.6 No Waiver. The failure by either party to enforce any provision of the Agreement shall not constitute a waiver of future enforcement of that or any other provision.

22.7 Set-Off. Neither Party is entitled to set-off any claims in connection with this Agreement unless such claims are based on a final and binding judgment or have been acknowledged by the other Party.

22.8 Assignment. The assignment of rights and duties under this Agreement requires the written consent of the other Party, except that (i) either Party may without the other Party's consent assign the right to receive payment hereunder and (ii) ngena may assign this Agreement in whole or in part (i.e. in relation to certain Individual Contracts) to ngena's Affiliates by providing a written notice to Partner.

22.9 Jurisdiction. Any claim, dispute or difference of whatever nature arising under, out of or in connection with the Agreement (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations arising out of or in connection with Agreement) shall be referred to and finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce In force as from 1 January 2021. The seat of the arbitration shall be in the County of New York, in the State of New York. The language of the proceedings shall be English.

For the purpose of entering any arbitration award, the Parties submit themselves to the exclusive jurisdiction of the state and federal courts of the County of New York, in the State of New York, and waive any objection to the laying of venue in such courts.

Notwithstanding the foregoing, nothing contained in this Section 22.9 will limit or delay the right of either Party to seek injunctive relief from a court of competent jurisdiction, and the Parties shall not be obligated to seek informal resolution in accordance with Section 20 if the time required to do so would prejudice the ability of a Party to obtain a remedy through injunctive relief.

22.10 Governing Law. The Agreement shall be subject to the laws of the State of New York without regard to conflict of law principles, but to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

22.11 No Third Party Rights. This Agreement, including its annexes and Individual Contracts, do not create any rights or benefits enforceable by any third party (meaning any person who is not a Party to this Agreement; for the avoidance of doubt, enterprise customers and Parties' affiliates are third parties under this Agreement).

22.12 Annexes. The following annex forms an integral part of this Agreement: Annex Data Processing Agreement.

Data Processing Agreement

This Data Processing Agreement (the “DPA”) is made between:

Partner as the “Controller”

and

ngena as the “Processor”.

1. Subject Matter and Legal Basis

1.1 This DPA governs the collection and processing of personal data (the “Data”) by the Processor for and on behalf of the Controller in connection with the Framework Agreement on Sales and Services (referred to as the “Main Agreement”). The purpose of data processing is to enable the Processor to provide to the Controller the ngena SD-WAN as a Service in accordance with the Main Agreement.

1.2 In case the Data covered by this DPA belong to a Controller’s business partner or customer (the “Customer”) and are processed by the Controller on behalf of the Customer, the Processor shall, on request of the Controller, extend the information and monitoring rights to this Customer.

1.3 This DPA is based on the provisions of the applicable laws of the European Union (in particular, the EU General Data Protection Regulation) and its Member States (referred to jointly as “Legal Provisions”). The terms defined in the Legal Provisions and used in this DPA have the same meaning as in the Legal Provisions.

2. Provision of Data

2.1 Categories of data subjects. Data processing may include Data of the following data subjects: employees, commercial representatives and contact persons of the Controller and Controller’s business partners (Customers), visitors of Customer’s premises.

2.2 Types of personal data. Data processing may include the following Data: first name, last name, employer, job title, department, working address, phone, email address, customer data (e.g subscriber ID), service usage data (e.g., the telecommunications service used, the number or the ID of the lines involved, the data volumes transmitted), location and geodata, optional information provided by data subjects, log data containing individual identifiers or other elements that may be used to trace data back to individuals (e.g. user names, IP address), video recordings.

2.3 Nature of processing. The Processor may receive the Data or get access to the Data in the following ways: Controller transfers the data to the Processor via a secure connection, Controller inputs the Data via Processor’s online tool, Controller communicates the Data when contacting Processor’s customer support, Processor receives and stores the data in the course of the provision of services.

2.4 Responsibility. In relation to the Processor, the Controller is solely responsible for assessing whether the Data can be processed lawfully and for safeguarding the rights of data subjects. The Controller warrants that all legal requirements in relation to lawfulness of processing of Data are met (e.g. consent of data subjects) so that the Processor can provide the agreed services in a way that does not violate the Legal Provisions.

2.5 Updates. In case the Processor offers new services or updates existing services with functionalities of data processing, which are not covered by this DPA, the Processor shall send a notice to the Controller with details about such new data processing prior to the provision of the respective services. The details on the data processing described in the notification will become part of this DPA if the Controller does not object within 7 days from the receipt of the notice.

3. Rights and Obligations of the Parties

3.1 Purpose of processing. The Processor shall process the Controller’s Data strictly for the purpose specified in this DPA.

3.2 Instructions. The Controller has the right to issue instructions (in writing or by email) on the type, scope, and methods of data processing. In case Controller’s instructions represent a deviation from the services agreed under the Main Agreement, they will be treated as an application for a service modification. Processor will inform Controller about the resulting impact on services, charges and timeline and the Parties shall discuss in good faith a separate agreement about suitable remuneration. In case the compliance with Controller’s instructions means an unreasonable burden for the Processor and no adequate solution has been reached, the Processor shall be entitled to end the data processing.

3.3 Legality of processing. The Processor shall process the Data in accordance with the Legal Provisions, the provisions of this DPA and the instructions of the Controller. If, due to a Legal Provision, the Processor is prevented from processing the Data in accordance with this DPA and the instructions of the Controller, the Processor shall inform the Controller accordingly before carrying out the processing (unless such notice is legally prohibited).

3.4 Data protection officer. The Processor provides assurance that it has engaged a competent and reliable data protection officer who is granted time to perform his or her duties, and guarantees that the data protection officer performs the duties in accordance with the Legal Provisions and, in particular, takes steps to ensure compliance with the legal and agreed regulations regarding data protection.

3.5 Territory. The data processing may take place within the European Union as well as outside of the European Union. In case of data processing outside of the European Union, Processor shall ensure that an appropriate level of data protection is ensured in accordance with the requirements of the Legal Provisions, e.g. on the basis of an additional written agreement with a subprocessor such as the Standard Contractual Clauses approved by the European Commission.

3.6 Compliance. The Processor shall monitor its compliance with the Legal Provisions and this DPA. Among other things, the Processor shall carry out regular checks to review the effectiveness of the implemented technical and organizational measures. The Controller has the right to request from the Processor the appropriate proof of compliance with Processor's obligations and the Processor shall provide such proof upon request (e.g. attestations and reports).

3.7 Audits. The Controller may check the Processor's compliance with the Legal Provisions and this DPA at any time, including by requesting information and, in case the provided information is not sufficient, by on-site checks at the Processor's premises. The Controller may perform the checks itself or have them performed by an independent qualified third party with an obligation of confidentiality. The Controller shall announce the checks at the Processor's premises reasonably in advance, perform the checks during normal business hours and take due care not to disturb Processor's business operations.

In case of an audit by the Controller, the Processor shall provide the requested information and cooperate accordingly. The Processor shall also support the Controller in audits conducted by the supervisory authority to the extent that such audits concern the processing of Data under this DPA, and shall implement the requirements of the supervisory authority in coordination with the Controller.

3.8 Rights of data subjects. On the instructions of the Controller, the Processor is obliged to support the Controller in fulfilling the obligations toward data subjects who are exercising their rights in accordance with the Legal Provisions (e.g. right to information or correction of data).

If a data subject addresses the Processor directly, the Processor shall not disclose any information but refer the data subject to the Controller and inform the Controller accordingly.

3.9 Further support. The Processor shall support the Controller in ensuring compliance with the obligations related to the data processing by the Processor. In particular, the Processor shall:

3.9.1 provide the Controller all information on data processing by the Processor that the Controller requests in order to comply with its reporting and/or documentation duties in accordance with the Legal Provisions (in particular, the records of processing activities and the privacy impact assessment);

3.9.2 support the Controller in preparing and providing information following a request of a governmental agency or a data subject in accordance with the Legal Provisions;

3.9.3 inform the Controller of any incidents of serious disruption to operations, any suspicion of data protection violations and other irregularities in relation to the processing of the Data without undue delay. The Processor shall document the relevant events in sufficient detail to enable the Controller to report about them to the supervisory authority. On request, the Processor shall support the Controller in notifying data subjects and the supervisory authority.

3.10 Communication with the supervisory authority. The Processor shall immediately notify the Controller of any communication received from the supervisory authority (e.g. inquiries or imposition of measures) in connection with the processing of Data under this DPA. Subject to mandatory statutory requirements, the Processor shall only provide information to third parties, including the supervisory authority, with prior consent of the Controller (in writing or by email).

3.11 Deletion or return of data. After the end of the provision of services relating to data processing, or at any time on request of the Controller, the Processor shall delete all the Data or destroy data carriers containing the Data (including test and waste material and any backup copies) in accordance with the current recognized technical standards in such a way that the recovery of the Data is not possible or only possible with disproportionate effort.

Instead of deletion or destruction, with prior approval of the Controller (in writing or by email), the Processor may hand over to the Controller any documents and data carriers containing the Data.

If, due to a Legal Provision, the Processor is prevented from deleting or returning the Data, the Processor shall inform the Controller accordingly.

4. Technical and organizational security measures

4.1 The Processor shall ensure that the Controller's Data is handled exclusively in compliance with the technical and organizational measures required in accordance with the Legal Provisions and this DPA.

The measures currently required are specified in Exhibit "Technical and Organizational Measures".

4.2 On request of the Controller, the Processor shall provide a comprehensive, up-to-date data protection and security concept for the data processing under this DPA.

5. Confidentiality of Data

5.1 The Processor guarantees that only persons who are bound by contractual or statutory obligations of confidentiality are involved in processing the Data. The Processor guarantees that the Data is not collected, processed, or used without authorization, or for purposes other than allowed under this DPA, and that the Data is not disclosed to third parties, including after the termination of this DPA. The Processor shall ensure that persons involved by the Processor in data processing under this DPA have been familiarized with the relevant requirements of this DPA.

5.2 In case it is possible for the Processor to access electronic communications data, the Processor guarantees that the obligations of confidentiality of persons involved by the Processor in data processing covers the content and the specific circumstances of the electronic communication.

5.3 The Processor guarantees that the obligations of confidentiality of persons involved by the Processor in data processing continues even after the termination of their employment or other contractual relationship with the Processor.

6. Subprocessors

6.1 Authority. The Processor is authorized to involve subprocessors for the purpose of supporting the provision of services by processor under the Main Agreement.

6.2 Subprocessors. As of the date of signature of this DPA, ngena involves the following subprocessors: Cisco International Limited (United Kingdom), Cisco Systems, Inc. (US), ServiceNow, Inc. (US), Amazon Web Services EMEA SARL (Luxembourg), Neutrino8, d.o.o. (Slovenia) as well as Processor's affiliates.

6.3 Change of Subprocessors. In case of any intended changes to the identity of subprocessors, the Processor shall inform the Controller and give an opportunity to object; any objection shall only be valid if provided in writing within 14 days of the receipt of notification, containing the reasons for the objection. In case the Controller objected to the involvement of a subprocessor and it is not feasible for the Processor to perform a service without the support of the refused subprocessor, the Processor shall be entitled to terminate the Main Agreement, in whole or in part, with a notice period of 30 days.

6.4 Back-to-back agreement. The Processor shall ensure that all subprocessors are obligated toward the Processor in the same manner as the Processor is obligated toward the Controller under this DPA. The Processor shall check the compliance of subprocessors with their obligations, in particular the compliance with the agreed technical and organizational measures, prior to the start of data processing and at regular intervals thereafter.

6.5 Sub-Subprocessors. The Processor may permit the subprocessors to involve further sub-subprocessors. The Processor shall ensure that its subprocessors impose the same obligations on their sub-subprocessors as are imposed on subprocessors by the Processor.

6.6 Overview. The Processor shall maintain an overview of all Subprocessors and Sub-Subprocessors involved in data processing under this DPA and provide it to the Controller on request.

7. Term and Termination

7.1 This DPA shall be valid for the duration of the actual provision of services involving the processing of the Data by the Processor, and in any case for the duration of the Main Agreement. The termination of any other agreements which the Parties have also concluded regarding the provision of the services shall not affect the validity of this DPA.

7.2 Irrespective of the termination of this DPA or the Main Agreement, the obligations of the Processor related to the Data remain in force as long as the Processor actually processes or is in the position to process the Data (e.g. has access to Data, transmits the Data, or stores the Data in its systems or on data carriers).

8. Final Provisions

8.1 Changes. Any changes to this DPA or its exhibits shall be in writing. This also applies to the waiver of this written form requirement.

8.2 Severability. Should any provision of this DPA be invalid, wholly or in part, this shall not affect the validity of the other provisions of the DPA. Invalid provisions shall be replaced by provisions which accord most closely with the intended purpose of the provisions to be replaced.

8.3 Priority of this DPA. In the event of any inconsistencies between the provisions of this DPA and provisions of any other agreements, in particular the Main Agreement, the provisions of this DPA shall prevail.

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Exhibit to the DPA

TECHNICAL AND ORGANIZATIONAL MEASURES

Processor commits to maintain no less than the technical and organisational measures described below. Processor will align with industry practices for information security (currently ISO 27001) and other security requirements required under applicable laws.

1. Admittance Control

- 1.1 Identification of authorized persons in relation to premises
- 1.2 Issuance of admittance authorization IDs
- 1.3 Operation of electronic admittance control
- 1.4 Involvement of security service in admittance control
- 1.5 Implementation of a policy on admittance control (e.g. handover of keys, etc.)
- 1.6 Physical and environmental protection measures including outside working hours (e.g. alarms, electronic doors, ID readers, biometrics, site surveillance, intruder detectors, securing shafts)

2. Systems Access Control

- 2.1 Identification of authorized persons in relation to systems
- 2.2 Implementation of a policy on authentication and authorization in relation to systems
- 2.3 Existence of regulations for involved third parties
- 2.4 Use of boot passwords for devices
- 2.5 Encryption of access keys for access to devices
- 2.6 Use of role-based access control

3. Data Access Control

- 3.1 Identification of authorized persons in relation to data and assets
- 3.2 Implementation of a policy on authentication and authorization in relation to data
- 3.3 Existence of functional or time limits on access and use of data and assets (including devices and systems)
- 3.4 Implementation of least privilege access to data inventories and systems
- 3.5 Existence of locking options on the workstations
- 3.6 Existence of multifactor authentication
- 3.7 Implementation of regulations on data access and user authorization
- 3.8 Logging access to data, regular analysis of logs

4. Disclosure Control

- 4.1 Classification of documents in terms of confidentiality, integrity and availability and respective handling
- 4.2 Documentation on retrieval and transmission authorization (e.g. non-disclosure agreements)
- 4.3 Documentation of data transmission as well as transmission routes (configuration)
- 4.4 Logging of every transmission, or a representative selection
- 4.5 Ensuring encryption of data during storage and transmission including at intermediaries
- 4.6 Access to data only by authorized persons according to data access policy
- 4.7 Storage of physical data media in secure areas
- 4.8 Regular inventory checks
- 4.9 Existence of security cabinets
- 4.10 Controlled destruction of data media with pre-treatment (e.g. shredding, scrapping of devices)

5. Input Control

- 5.1 Documentation of specified organizational responsibilities for data input
- 5.2 Logging of data input

6. Job Control

- 6.1 Careful selection of contractors and documentation of the process
- 6.2 Documentation of the division of responsibilities with involved contractors
- 6.3 Formal contract with involved contractors
- 6.4 Monitoring of work results

7. Availability Control

- 7.1 Performance of regular data backups in accordance with a formal policy
- 7.2 Regular checks of the state of data backup systems
- 7.3 Regular checks of emergency generators and surge protection devices
- 7.4 Monitoring of the operating parameters of data centers
- 7.5 Existence of a business continuity and disaster recovery plans including their regular review and testing

8. Control of Actual Use

- 8.1 Implementation of segregation and documentation of duties for data, systems and processes (e.g. who is responsible for what in case of a system failure)
- 8.2 Implementation and maintenance of data privacy & security compliance for any information technology asset having access to ngena data
- 8.3 Regular testing of data privacy & security compliance and taking respective measures on test results
- 8.4 Implementation of monitoring (e.g. for anomalies) and control systems (e.g. internal audit)
- 8.5 Implementation of incident/breach notification processes and channels
- 8.6 Existence of employee data privacy and security awareness trainings