

Terms and Conditions

Product Footprint Modeler (PFM)

Effective Date: 1 October 2026

Preamble

These Terms & Conditions (the “**Terms**” or the “**Agreement**”) govern the contractual relationship between AllocNow GmbH, Friedrich-Ebert-Str. 17, 53177 Bonn, Germany, registered in the Commercial Register of the Local Court Bonn under HRB 26540, represented by its managing directors (“**AllocNow**”), and the corporate customer identified in an Order Form (the “**Customer**”). These Terms apply to the Product Footprint Modeler provided by AllocNow (“**PFM**”) and any version thereof, including the “**PharmaLCA Tool**”.

AllocNow’s VAT identification number is DE347326705. Further company information is available at <https://www.allocnow.com/legal-note>. For information only, feature-set details are available at <https://www.pharmalca.com/features>.

1. Definitions

Capitalized terms used in this Agreement have the meanings set out below.

Add-on. An optional additional feature, module, or dataset that Customer may purchase under an Order Form, whether together with, after, or independently of a Professional subscription. Where purchased in connection with an active Professional subscription, any reference in these Terms to the “Professional subscription” includes that Add-on, unless expressly stated otherwise.

Affiliate. Any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

Customer. A business organization or legal entity that obtains a license to use the Services from AllocNow in a professional capacity.

Customer Content. Data, information, files, models, configurations, parameters, results, and other materials input into, generated in, or processed by the Services by Customer.

Data Processing Agreement (DPA). The data processing terms set out in Annex A, governing the processing of personal data under applicable data protection law, including the GDPR.

Documentation. AllocNow’s user guides, help center content, and release notes for the Services.

Freemium. A subscription tier offered by AllocNow at no charge, providing limited functionality and access to the Services without any service-level commitments, warranties, or guarantees.

Order Form. A document or online order flow referencing these Terms and setting out the plan, term, pricing, and any special conditions.

Party. AllocNow or Customer individually; “**Parties**” means both collectively.

PharmaLCA Tool. A domain-specific version of the PFM tailored to the pharmaceutical sector.

Professional. A paid subscription tier offered by AllocNow, providing the functionalities described in the Documentation and covered by the SLA.

Secondary Data. Licensed third-party environmental impact datasets made available within the Services.

Service Level Agreement (SLA). The support and availability commitments for Services under the Professional subscription tier as set out in Annex B.

Services. The PFM, and any version thereof including the PharmaLCA Tool, provided to Customers as Software-as-a-Service (SaaS).

Terms. The terms and conditions set out in this document, together with all Annexes.

User. A named individual, authorized by Customer, who accesses the Services on Customer's behalf using a unique login credential.

2. Scope of Agreement and Eligibility

1. These Terms apply uniformly to both the Freemium and the Professional subscription tier. Section 4 (Freemium Services) sets out additional terms that apply exclusively to the Freemium tier and, for that tier, prevail over any inconsistent provision elsewhere in this Agreement. Any other section marked as applying exclusively to the Professional subscription tier applies only to that tier, as indicated under its heading.
2. AllocNow provides the Services to Customer with a functional scope that varies by subscription tier.
3. The Services are for business use only — meaning use by employees, contractors, or authorized representatives of Customer acting in a professional capacity.
4. By registering or using the Services, the User represents and warrants that they act on behalf of and with authority from Customer and its Affiliates to accept these Terms. If the individual does not have such authority, or does not agree to these Terms, they must not accept the Terms and may not use the Services.
5. Use by private individuals, consumers, or for personal purposes is strictly prohibited.
6. Direct competitors of AllocNow are prohibited from accessing the Services, except with AllocNow's prior written consent.

3. Use of Services

1. Users may use the Services to perform lifecycle assessment (LCA) studies of their business activities and related work processes on behalf of Customer, using the features and user interface provided by AllocNow.
2. Any other use, including technical analysis or exploitation of the Services, is strictly prohibited. No software code or information contained in the Services may be copied, reproduced, or extracted. Activities such as decompilation, reverse engineering, hacking, or intentional overloading of the Services are expressly forbidden.
3. It is strictly prohibited to use the Services for any unlawful or unauthorized purpose, to infringe the intellectual property rights of others, or to transmit or distribute viruses, malware, or other harmful code.
4. Customer is responsible for any infringements committed by its Users and is liable for all direct and indirect damages caused to AllocNow as a result. AllocNow may disable access for infringing Users without refund.
5. Customer must notify AllocNow immediately of any unauthorized use of the Services or any actual or suspected security breach of which Customer becomes aware.

4. Freemium Services

Applies exclusively to the Freemium subscription tier.

1. Customer may access and use the Freemium Services by completing AllocNow's self-service sign-up process using a business email address. No Order Form is required to access the Freemium Services.
2. The Freemium Services are provided free of charge. They have no fixed subscription term and do not renew automatically.
3. AllocNow may, in its sole discretion and for any or no reason, suspend or terminate Customer's access to the Freemium Services, in whole or in part, at any time without prior notice and without liability to Customer or any third party. Customer may discontinue use of the Freemium Services at any time; no notice to AllocNow is required.
4. Upon discontinuation of the Freemium Services, whether by Customer or AllocNow, Section 6.7 (retention and deletion of Customer Content) applies mutatis mutandis.

5. The Freemium Services are provided “as is” and “as available,” without warranty of any kind. AllocNow has no indemnification obligation and no liability of any kind in connection with the Freemium Services, except to the extent such exclusion is not enforceable under applicable law. Without limiting the foregoing, AllocNow does not warrant that Customer’s use of the Freemium Services will meet its requirements, that such use will be uninterrupted, timely, secure, or error-free, or that usage data provided through the Freemium Services will be accurate.
6. Notwithstanding the foregoing, Customer remains liable for any breach of this Agreement, including any payment obligations arising from a subsequent upgrade to the Professional subscription.

5. Professional Subscription

Applies exclusively to the Professional subscription tier.

1. Customer may purchase a Professional subscription on a per-seat basis by executing an Order Form referencing these Terms using a business email address associated with Customer. The Order Form may list one or more email domains associated with Customer, including domains used by its Affiliates (each, a “**Domain**”). Any individual with a business email address under a listed Domain is presumed to be authorized to act as a User on Customer’s behalf, unless Customer notifies AllocNow otherwise in writing.
2. The User purchasing the Professional subscription is regarded as Customer’s appointed representative for that subscription (the “**Subscription Owner**”) and has the authority to administer it on behalf of Customer. Customer may designate a replacement Subscription Owner or appoint additional Subscription Owners at any time.
3. Each paid seat is licensed to one named User identified by their email address. Seats must not be shared between multiple individuals. A Subscription Owner may reassign seats to other Users. Each seat may be reassigned up to five (5) times during the subscription term. Reassignments due to a User’s departure from Customer’s organization do not count towards this limit.
4. Additional seats may be purchased during the current subscription term at the same unit price as the original subscription, with charges prorated for the remaining term. Added seats expire on the same date as the existing subscription.
5. Customer must ensure that at least one Subscription Owner remains active in the subscription at all times, and that all registration information (company name, address, VAT ID, billing contacts, and billing details) is accurate and kept up to date.

6. Term and Termination

Applies exclusively to the Professional subscription tier.

1. The subscription term is 12 months unless otherwise stated in the Order Form.
2. The effective start date of the subscription term is the date on which the initial Professional seat is purchased by Customer by executing an Order Form between the Parties unless otherwise stated in the Order Form.
3. The subscription term automatically renews for successive 12-month periods unless either Party gives the other written notice of non-renewal (in accordance with Section 18.4, or, where AllocNow makes such functionality available, via the self-service termination feature within the Services) at least 30 days before the end of the then-current term. AllocNow will send Customer a renewal reminder at least 60 days before the renewal date.
4. Either Party may terminate this Agreement for material breach if the breaching Party fails to cure the breach within 30 days after receiving written notice (in accordance with Section 18.4) describing the breach in reasonable detail.

5. AllocNow may suspend access to the Services provided under the Professional subscription with immediate effect in the event of: (a) non-payment of fees outstanding for more than 15 days after the due date; (b) a security risk that AllocNow reasonably believes threatens the integrity of the Services or other customers' data; or (c) a violation of applicable law or these Terms by Customer or its Users. AllocNow will provide notice of suspension as promptly as reasonably practicable.
6. Upon termination or expiry, Customer's access ceases on the last day of the then-current subscription term.
7. Following termination, AllocNow will retain Customer Content for 60 days. After that period, AllocNow will permanently delete all Customer Content unless retention is required by law. Customer is responsible for exporting all Customer Content before access is terminated. Customer may export its data in CSV or other standard machine-readable format(s) available within the Services at the time of termination. This Section 6.7 also applies, mutatis mutandis, to Customer Content processed under the Freemium Services.
8. All fees paid are non-refundable, except: (a) as provided in Section 7.2 (warranty remedy); (b) where AllocNow terminates this Agreement for reasons other than Customer's breach, in which case AllocNow will refund any pre-paid fees on a pro-rata basis for the unused portion of the subscription term; or (c) as otherwise required by applicable law.

7. AllocNow's Warranties

Applies exclusively to the Professional subscription tier.

1. AllocNow warrants that the Services provided under the Professional subscription will perform materially in accordance with the applicable Documentation during the subscription term. This warranty does not apply to Services provided under the Freemium subscription, to performance issues caused by Customer's systems or third-party software, or to issues arising from Customer's misuse of the Services.
2. If the Services provided under the Professional subscription fail to conform materially to the warranty in Section 7.1 and Customer reports the issue in writing, AllocNow will use commercially reasonable efforts to remedy the non-conformance. If AllocNow is unable to do so within a reasonable period, Customer may terminate the affected subscription and receive a pro-rata refund of any pre-paid fees for the unused portion of the subscription term.
3. Except as set out in this Section 7, and to the fullest extent permitted by applicable law, the Services are provided "as-is" and AllocNow disclaims all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

8. Proprietary Rights

1. Except for rights expressly granted to Customer in this Agreement, all intellectual property and other proprietary rights in and to the Services — including all copyrights, modifications, know-how, techniques, enhancements, and derivatives thereof — are and remain solely owned by AllocNow and its licensors. All rights not expressly granted are reserved.
2. Subject to applicable data protection law, the DPA, and the confidentiality provisions of this Agreement, Customer agrees that AllocNow may collect and use aggregated and de-identified data derived from Customer's use of the Services solely to provide and improve the Services.

9. Customer Content and Ownership

1. Customer retains all rights, title, and interest in and to Customer Content input into the Services and created by Users using the Services.
2. Customer grants AllocNow a worldwide, non-exclusive, royalty-free license to host, copy, process, and display Customer Content solely to provide and support the Services. Customer warrants that it has the right to use, share, and upload such content in connection with the Services.

3. AllocNow may remove or disable access to Customer Content that is unlawful or infringes third-party rights, upon notice to Customer where reasonably practicable.
4. The following are **not** Customer Content and are excluded from the ownership and license provisions in Sections 9.1 and 9.2. AllocNow may use them to develop, train, and improve the Services and its underlying models without restriction:
 - (a) **User Feedback:** ratings, comments, suggestions, or other feedback voluntarily submitted by Users through feedback or rating mechanisms within the Services; and
 - (b) **Freemium Training Data:** aggregated and de-identified usage data, input parameters, Scope 3 data matches, and outputs generated through use of the Freemium Services.

For the avoidance of doubt, Section 9.4(b) applies to Freemium Services only.

10. Third-Party Secondary Data

1. AllocNow may sub-license to Customer selected environmental impact scores originating from third-party databases ("**Secondary Data**").
2. AllocNow does not guarantee the continued availability or pricing of any third-party database. Secondary Data will be removed from the Services upon discontinuation of the relevant database provider, regardless of reason. In such an event, AllocNow will use commercially reasonable efforts to either provide a suitable substitute or, at AllocNow's discretion, refund the unused portion of fees attributable to the discontinued Secondary Data.
3. Changes in third-party database pricing may affect the subscription fee at the next renewal. AllocNow will notify Customer of any such price adjustment at least 60 days before the end of the then-current subscription term.
4. Customer represents and warrants that Users will not:
 - (a) use, copy, adapt, modify, translate, sub-license, sell, or distribute all or any portion of the Secondary Data other than as expressly sub-licensed with the subscription or as required by mandatory law;
 - (b) reproduce, disseminate, or publicly display the Secondary Data or any portion or derivation thereof;
 - (c) grant any third party any rights regarding the Secondary Data (e.g., sub-licensing rights);
 - (d) publish or make available derivative databases, datasets, or database-like products using all or any portion of the Secondary Data;
 - (e) prepare extracts of the Secondary Data, or any portion or derivation thereof;
 - (f) use the Secondary Data in any other product or service, or to provide any service for third parties;
 - (g) use web crawlers or other automated technology to download or index the Secondary Data;
 - (h) reverse engineer, decompile, or disassemble the Services to derive Secondary Data therefrom;

11. Customer Responsibilities

1. Customer must pay all fees as set out in an Order Form by the applicable due date.
2. Customer must provide all necessary hardware, software, and internet connectivity to use the Services. AllocNow is not responsible for the compatibility of Customer's systems with the Services.
3. Customer must ensure that all Users accessing the Services on Customer's behalf comply with these Terms.

12. AllocNow Responsibilities

1. AllocNow will operate and maintain the Services to ensure availability in accordance with the applicable subscription tier and, for the Professional subscription, the commitments set out in the SLA (Annex B).
2. AllocNow will perform all tasks related to Service operations professionally and in accordance with these Terms.
3. AllocNow may modify the Services at any time. Customers will be informed of material changes via release notes published within the Services. AllocNow will not make changes that materially reduce the core functionality of the Services provided under the Professional subscription without reasonable prior notice to Customer.
4. AllocNow processes personal data as set out in the Data Processing Agreement (DPA) (Annex A).

13. Invoicing and Payment

Applies exclusively to the Professional subscription tier.

1. Customer will pay AllocNow all fees set out in the Order Form for each subscription term.
2. AllocNow will invoice Customer for all applicable fees. Invoices may be delivered electronically by email or via any e-commerce platform used for electronic purchasing of the Services.
3. Invoices are due within 30 days of receipt of invoice, unless otherwise specified in the applicable Order Form.
4. Customer must dispute any invoice in writing within 10 days of its date, stating the reasons. Invoices not disputed in time are deemed accepted. Undisputed amounts must be paid by the due date.
5. AllocNow may assign overdue invoices to a collection agency or pursue legal enforcement. Customer shall bear all associated costs, including collection fees, attorney fees, and court costs.
6. General price changes will be communicated in writing at least 60 days before the end of the then-current subscription term and will take effect at the next renewal. If Customer does not accept the new pricing, Customer may give notice of non-renewal in accordance with Section 6.3. All prices are exclusive of VAT and other applicable taxes. Price adjustments driven by third-party Secondary Data pricing are governed by Section 10.3.

14. Confidentiality

“Confidential Information” means any information disclosed by a Party or its Affiliates (“Discloser”) to the other Party or its Affiliates (“Recipient”) that is identified as confidential at the time of disclosure, or that the Recipient knows or reasonably should know is confidential. Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the Recipient; (ii) was already lawfully in the Recipient’s possession without confidentiality obligations prior to disclosure; (iii) was rightfully received from a third party free of confidentiality obligations; or (iv) was independently developed by the Recipient without use of the Discloser’s Confidential Information.

Each Recipient agrees to: (i) hold the Discloser’s Confidential Information in confidence and not disclose it to any third party; (ii) protect it with at least the same care used for its own confidential information, but no less than reasonable care; (iii) use it only as permitted under this Agreement; (iv) limit access to those employees or authorized representatives with a legitimate need to know; and (v) promptly notify the Discloser upon discovering any loss or unauthorized disclosure.

A Recipient may disclose Confidential Information to the extent required by a valid court order or governmental authority, provided it gives the Discloser reasonable advance written notice and cooperates in seeking a protective order where feasible.

Upon termination of this Agreement or at the Discloser's written request, the Recipient will return or destroy all Confidential Information in its possession or control, except for copies retained in automated back-up systems, which will be deleted in accordance with the Recipient's standard back-up retention policies. Confidentiality obligations under this Section 14 survive for ten (10) years after termination or expiry of this Agreement.

15. Indemnification

1. AllocNow will defend Customer against any third-party claim alleging that the Services, as provided by AllocNow and used in accordance with these Terms, infringe any patent, copyright, trade mark, or other intellectual property right of a third party, and will indemnify Customer for damages and reasonable costs finally awarded or agreed in settlement of such a claim.
2. AllocNow's obligations under Section 15.1 do not apply to claims arising from: (a) Customer Content or Secondary Data; (b) Customer's modification of the Services or combination of the Services with products or services not provided by AllocNow; (c) use of the Services other than in accordance with these Terms or the applicable Documentation; or (d) Customer's failure to use an updated or modified version of the Services provided by AllocNow specifically to avoid the claimed infringement.
3. If AllocNow reasonably believes the Services may infringe third-party intellectual property rights, it may, at its discretion and expense: (a) obtain the right for Customer to continue using the Services; (b) modify the Services to be non-infringing; or (c) terminate the affected subscription and refund any pre-paid fees for the unused portion of the term.
4. Customer will indemnify AllocNow against any third-party claim arising from: (a) Customer Content; (b) Customer's or its Users' breach of these Terms; or (c) Customer's use of the Services in violation of applicable law.
5. The Party seeking indemnification must: (i) promptly notify the indemnifying Party in writing of the claim; (ii) give the indemnifying Party sole control of the defense and settlement (provided that no settlement imposing obligations on the indemnified Party is made without its prior written consent); and (iii) provide reasonable cooperation at the indemnifying Party's request and expense.

16. Limitation of Liability

1. Each Party is liable to the other in accordance with statutory law for damages arising from a breach of this Agreement by that Party, its legal representatives, or vicarious agents.
2. AllocNow's maximum aggregate liability to Customer under or in connection with this Agreement shall not exceed the total fees paid by Customer in the twelve (12) months immediately preceding the event giving rise to the claim.
3. Neither Party will be liable to the other for indirect or consequential damages, including lost profits, loss of data, or business interruption, to the extent permitted by applicable law.
4. The limitations in Sections 16.2 and 16.3 do not apply to: (a) liability for willful misconduct (Vorsatz) or gross negligence (grobe Fahrlässigkeit); (b) liability for injury to life, body, or health; or (c) liability under mandatory statutory provisions (including product liability law).

17. Governing Law and Jurisdiction

1. This Agreement is governed by the laws of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement is Berlin, Germany.

18. Miscellaneous

1. **Survival.** Sections relating to confidentiality, intellectual property, indemnification, limitation of liability, governing law, and dispute resolution survive termination or expiry of this Agreement.
2. **Force Majeure.** Neither Party is liable for any failure or delay in performance caused by events beyond that Party's reasonable control, including natural disasters, war, terrorism, labor disputes, government actions, or internet service disruptions, provided the affected Party notifies the other promptly and uses commercially reasonable efforts to mitigate the impact.
3. **Export Controls.** Customer must not use the Services in violation of applicable export control or sanctions laws and must ensure compliance with all relevant regulations.
4. **Notices.** All notices, demands, or other formal communications under this Agreement must be in writing and delivered by email to: (a) for Customer: the billing contact email address registered in Customer's account; (b) for AllocNow: billing@allocnow.com. Notices are deemed received on the day sent, provided no delivery failure notification is received. Where AllocNow makes a self-service termination or non-renewal function available within the Services, Customer may alternatively submit notices of non-renewal through that feature. AllocNow will confirm receipt of such notices by email to Customer's registered billing contact.
5. **Order of Precedence.** In the event of any conflict between documents forming this Agreement, the following order of precedence applies: (i) the applicable Order Form (if any); (ii) these Terms; (iii) SLA (Annex B); (iv) DPA (Annex A); (v) other annexes.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings.
7. **Severability.** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions continue in full force and effect. The invalid provision will be replaced by a valid provision that most closely reflects the Parties' original intent.
8. **No Waiver.** Failure to enforce any provision of this Agreement does not constitute a waiver of that provision. Any waiver must be in writing and signed (or acknowledged by email) by the waiving Party.
9. **Amendments.** AllocNow may amend these Terms by providing at least 30 days' written notice to Customer. Continued use of the Services after the effective date of the amendment constitutes acceptance. If Customer does not accept the amended Terms, Customer may discontinue use of the Freemium Services, or give notice of termination under Section 6 for the Professional subscription, in either case before the effective date of the amendment.

Annex A — Data Processing Agreement (DPA)

This Data Processing Agreement (“DPA”) forms part of the Agreement between AllocNow (acting as Data Processor) and Customer (acting as Data Controller) and governs the processing of personal data by AllocNow in connection with the Services. It takes effect on the date the Agreement comes into force.

A1. Definitions

Capitalized words and phrases defined in the Agreement apply here. In addition:

Data Protection Laws. All applicable data protection legislation, in particular the EU General Data Protection Regulation 2016/679 (GDPR), as amended or replaced from time to time.

Personal Data. Any information relating to an identified or identifiable natural person processed by AllocNow on behalf of Customer in connection with the Services, as further described in Schedule 1 to this DPA.

Personal Data Breach. A breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

Sub-processor. Any third party engaged by AllocNow to process Personal Data on AllocNow’s behalf in connection with the Services.

The terms Controller, Processor, Data Subject, Processing, and Supervisory Authority have the meanings given in the GDPR.

A2. Roles and Processing Instructions

1. AllocNow processes Personal Data as a Processor acting on Customer’s behalf. Customer is the Controller and determines the purposes and means of processing.
2. AllocNow will process Personal Data only on Customer’s documented instructions as set out in this DPA and the Agreement. If AllocNow is required by applicable law to process Personal Data beyond those instructions, it will notify Customer before doing so unless prohibited by law.
3. AllocNow will promptly inform Customer if, in AllocNow’s reasonable view, any instruction from Customer would violate Data Protection Laws.

A3. Confidentiality and Personnel

1. AllocNow will ensure that personnel authorized to process Personal Data are subject to a binding confidentiality obligation.
2. AllocNow will limit access to Personal Data to those personnel who need access to perform the Services.

A4. Security Measures

1. AllocNow will implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, in accordance with Article 32 GDPR. These measures include at a minimum: (a) access controls and authentication; (b) encryption of Personal Data in transit and at rest; (c) segregation of duties and background checks for personnel with access to Personal Data; (d) intrusion detection and monitoring; (e) business continuity and disaster recovery capabilities; and (f) regular testing and review of security measures.
2. AllocNow publishes its current security certifications on its website. AllocNow will make available to Customer, upon reasonable written request, information necessary to demonstrate compliance with this Section A4.

A5. Sub-processors

1. Customer grants AllocNow general authorization to engage Sub-processors. The current list of Sub-processors is published in Annex A under Schedule 1.
2. AllocNow will give Customer at least 14 days' prior written notice before engaging a new Sub-processor. If Customer objects in writing within that period on reasonable data protection grounds, the Parties will discuss the objection in good faith. If the Parties cannot resolve the objection within 30 days, either Party may terminate the Agreement on 30 days' written notice without penalty.
3. AllocNow will ensure that Sub-processors are bound by data processing obligations equivalent to those in this DPA and will remain liable to Customer for any Sub-processor's failure to fulfil its data protection obligations.

A6. Data Subject Rights

1. AllocNow will notify Customer within 72 hours of receiving a request from a Data Subject exercising their rights under Data Protection Laws. AllocNow will not respond to such requests directly, unless instructed by Customer or required by law.
2. AllocNow will provide reasonable assistance to Customer (taking into account the nature of the processing) to fulfil its obligations to respond to Data Subject rights requests.

A7. Personal Data Breach

1. AllocNow will notify Customer without undue delay, and in any event within 72 hours, of becoming aware of a Personal Data Breach affecting Personal Data processed under this DPA. The notification will include sufficient information for Customer to meet its notification obligations under Data Protection Laws.
2. AllocNow will cooperate with Customer and take reasonable steps to investigate, mitigate, and remediate any Personal Data Breach.

A8. International Transfers

1. AllocNow will only transfer Personal Data outside the European Economic Area (EEA) where an appropriate safeguard is in place in accordance with Chapter V GDPR, such as a European Commission adequacy decision or Standard Contractual Clauses (SCCs). AllocNow's current transfer mechanisms are published alongside its Sub-processor list.

A9. Data Protection Impact Assessments

AllocNow will provide reasonable assistance to Customer with any data protection impact assessment (DPIA) required under Article 35 GDPR, to the extent such assessment relates to Personal Data processed by AllocNow under this DPA.

A10. Deletion and Return of Personal Data

Upon termination of the Agreement, AllocNow will delete or return Personal Data in accordance with Section 6.7 of the Agreement (60-day retention period for Customer Content). AllocNow may retain Personal Data for longer only where required by applicable law, and will ensure that such data remains confidential and is used only for the legally required purpose.

A11. Liability

The liability of the Parties in connection with this DPA is subject to the limitations and caps set out in Section 16 of the Agreement. For the avoidance of doubt, AllocNow's liability for breaches of this DPA is included within, and not in addition to, the liability cap in Section 16.2.

Schedule 1 — Details of Processing

Item	Details
Subject matter	Provision of the AllocNow Product Footprint Modeler (PFM) and related Services under the Agreement.
Categories of data subjects	Users: employees, contractors, or authorized representatives of Customer who hold an active account in the Services.
Type of personal data	Email address (work); display name; account preferences and settings; login timestamps and IP address (for security and audit purposes).
Special categories	None.
Purpose of processing	(1) User authentication and account management. (2) Delivery and personalization of the Services. (3) Security monitoring and fraud prevention. (4) Service improvement using aggregated, de-identified analytics.
Duration	For the term of the Agreement, plus 60 days post-termination (see Section 6.7 of the Agreement).
Sub-processors	AWS Cognito (EU region): user identity management and authentication.
Transfer mechanisms	Personal Data is processed within the EEA. Where any transfer outside the EEA occurs (e.g., AWS infrastructure), AllocNow relies on Standard Contractual Clauses (SCCs) approved by the European Commission.

Annex B — Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) forms part of the Agreement between AllocNow and Customer and sets out AllocNow’s service-level commitments for the Professional subscription tier. This SLA does not apply to Freemium Services, which are provided without any availability or support commitments.

B1. Scope

1. Service credits under this SLA are Customer’s sole and exclusive remedy for any failure by AllocNow to meet the uptime commitments set out in Section B2. They do not limit or affect any other rights or remedies available to Customer under the Agreement.

B2. Uptime Commitment

1. AllocNow commits to a monthly uptime of 99.5% for the Professional Services (“Uptime Commitment”), measured on a calendar-month basis.
2. “Uptime” means the Services are accessible and operational for Customer’s use. “Downtime” means the total accumulated minutes in a calendar month during which the Services are unavailable, excluding Excused Downtime (see Section B4).
3. $\text{Monthly Uptime \%} = ((\text{Total minutes in month} - \text{Downtime minutes}) \div \text{Total minutes in month}) \times 100$.
4. AllocNow’s internal monitoring systems are the authoritative source for uptime measurement. Monthly uptime reports are available upon written request.

B3. Scheduled Maintenance

1. AllocNow will perform scheduled maintenance outside of core business hours where possible. Core business hours are Monday to Friday, 09:00 – 18:00 Central European Time (CET/CEST), excluding German public holidays.
2. AllocNow will provide at least 48 hours’ advance notice of scheduled maintenance via the Services or by email to the Customer’s registered billing contact.
3. Emergency maintenance required to protect the security or integrity of the Services may be performed without advance notice. AllocNow will notify Customer as promptly as reasonably practicable in such cases.
4. Scheduled maintenance and emergency maintenance do not count as Downtime for purposes of the Uptime Commitment.

B4. Excused Downtime (Exclusions)

The following are not counted as Downtime and do not give rise to service credits:

- (a) Scheduled maintenance notified in accordance with Section B3.
- (b) Emergency maintenance performed in accordance with Section B3.3.
- (c) Unavailability caused by Customer’s systems, software, network, or internet connectivity.
- (d) Unavailability caused by third-party services outside AllocNow’s reasonable control (e.g., cloud infrastructure providers), unless AllocNow has materially contributed to the issue.
- (e) Force majeure events as defined in Section 18.2 of the Agreement.
- (f) Unavailability resulting from Customer’s misuse of, or unauthorized actions in connection with, the Services.
- (g) Temporary performance degradation that does not amount to full unavailability of core features.

B5. Service Credits

1. If AllocNow fails to meet the Uptime Commitment in any calendar month, Customer is entitled to a service credit as follows:

Monthly Uptime Achieved	Credit (% of that month's subscription fee)
99.0% – < 99.5%	5%
98.0% – < 99.0%	10%
< 98.0%	15%

2. Service credits are capped at 15% of the monthly subscription fee for the affected month in any calendar month, regardless of the number or duration of incidents.
3. Service credits are applied as a deduction against the next invoice. They are not redeemable for cash.
4. To claim a service credit, Customer must submit a written request to AllocNow within 30 days of the end of the affected month, referencing the relevant incident(s). Claims submitted after this deadline will not be accepted.
5. Service credits are the sole and exclusive financial remedy for AllocNow's failure to meet the Uptime Commitment. They do not apply to service interruptions attributable to Excused Downtime under Section B4.

B6. Support Channel

1. Support for Professional subscribers is available by email at support@allocnow.com (or such other address as AllocNow notifies Customer from time to time).
2. Support is available during business hours: Monday to Friday, 09:00 – 18:00 CET/CEST, excluding German public holidays.
3. AllocNow will use reasonable efforts to respond to support requests in a timely manner but does not commit to specific response times.
4. AllocNow does not provide telephone, live-chat, or on-site support under this SLA.
5. Customer should submit support requests with a description of the issue, the priority classification Customer believes applies, and the steps taken to reproduce the issue. AllocNow will assign final priority classification in its reasonable discretion.