



[Legal notices](#)

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This content applies to the latest CD version of Cumulocity.

Specifications contained herein are subject to change and these changes will be reported in subsequent versions.

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The name Cumulocity GmbH and all Cumulocity GmbH product names are either trademarks or registered trademarks of Cumulocity GmbH and/or its subsidiaries and/or its affiliates and/or their licensors. Other company and product names mentioned herein may be trademarks of their respective owners.

This software may include portions of third-party products. Third-party terms are set out in a 3rd-party-licenses file linked to or included with each installation package.

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COPYRIGHT

This content applies to the Cumulocity SaaS cloud deployments.

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[🏠](#) > [Legal notices](#) > [Copyright](#)

THIRD PARTY INFORMATION

This software may include portions of third-party products.

For third-party copyright notices, licenses and disclaimers for each Cumulocity component in the SaaS cloud deployments refer to our [Third Party Information page](#).

For other (=non-SaaS) deliverables, third-party terms are set out in a 3rd-party-licenses file linked to or included with each installation package.

[Home](#) > [Legal notices](#) > [Third Party Information](#)

PRIVACY NOTICE

This Privacy Notice describes the processing of personal data by Cumulocity GmbH ('we', 'us' or 'our').

Personal data is information that may identify you, such as your name or email address.

Below we explain what personal data we process about you, with whom we share it and how long it is stored. In addition, you will be informed about your rights regarding your personal data.

This Privacy Notice applies to the processing of your personal data in the following cases:

- Use of the Online Services
- Performance of the business relationship
- Marketing and communication
- Application for a job

This Privacy Notice does not apply when we process personal data as a processor (see Section 9).

We may change this Privacy Notice at any time. Previous versions will be archived and can still be accessed.

1. WHO IS THE DATA CONTROLLER AND HOW CAN YOU CONTACT THE DATA PROTECTION OFFICER?

Cumulocity GmbH, Marc-Chagall-Straße 2, 40477 Düsseldorf, Germany is the data controller in accordance with Article 4 of the General Data Protection Regulation (EU) 2016/679 ("GDPR").

Cumulocity's Data Protection Officer can be reached by email at dataprotection@cumulocity.com or by post at the following address:

Data Protection Officer
Cumulocity GmbH
Marc-Chagall-Straße 2
D-40477 Düsseldorf
Germany

2. WHAT PERSONAL DATA DO WE PROCESS?

Below you find a list of the categories of personal data we are processing:

- **Contact details:** Name, email address, phone number, address;
- **Business data:** Company, job title, business address, billing-related data (for example, remuneration);
- **Metadata:** IP address, operating system, internet browser, URL of the website from which the Online Service was accessed, accessed pages of the Online Service, duration of use (including date and time);
- **Login data:** Username, password;
- **Marketing data:** Use of information and advertising material, data in the context of participation in events or webinars (such as registration, photos, videos), information about Online Services and products used (for example, user behavior);
- **Job application data:** Resumes, cover letters, passports or other identification documents, date of birth and other data processed in connection with a job application.

Special categories of personal data, such as health data, trade union membership, religious affiliation, are only processed if required by law or if you have consented to this**. We generally collect personal data directly from you, but may also obtain such data from your contacts, from your employer or from public sources.

If we receive personal data from customers or other business partners, they are responsible for ensuring that this is done in accordance with applicable data protection laws.

3. FOR WHAT PURPOSES DO WE PROCESS YOUR PERSONAL DATA AND ON WHAT LEGAL BASIS?

Below we explain for what purposes and on what legal basis we process your personal data:

Use of Online Services

In order to provide our websites, cloud products or other web-based services ("Online Services") in a secure and stable manner, and (if applicable) for contractual use, as well as to be able to recognize and detect unlawful behavior, we process login, meta and contact data. On the one hand, this is in our legitimate interest and, on the other hand, may be necessary to fulfill a legal obligation or to fulfill a contractual relationship with you. Furthermore, we are interested in continuously improving our Online Services and user experience. For

this purpose, we process information about your use of our Online Services or Metadata. In particular, we analyze popular or unused functions as well as settings for functions, which is in our legitimate interest. A personal analysis of your user behavior will only take place if you have previously consented to this. Our Online Services may include integrated content or links to content provided by third parties, such as videos. This Privacy Notice does not apply to third parties that provide such content.

Performance of the business relationship

In order to carry out the business relationship and manage our customers, business partners and interested parties, we process contact and business data about you as our contact person and any communication with you. This is in our legitimate interest or is necessary for the fulfillment of the existing contract with you. Furthermore, the processing of this data may be necessary for the fulfillment of a legal obligation.

Marketing and communication

To inform you about our products, services, events, technical and commercial news, forums, other networking opportunities and to respond to your requests to us, contact, marketing, business, login and metadata are processed.

In the context of participation in marketing campaigns, events and webinars, the use of marketing information may be analyzed for the continuous improvement of products and services. Such analyses may include, but are not limited to, opening or clicking links in emails and the duration of participation in webinars. Contact, meta and marketing data are processed for this purpose.

To communicate with us, for example by email or chat, and to respond to your inquiries, contact and business data are processed.

To enable the use of our forums and portals, contact, meta and login data are processed.

Processing your personal data for the aforementioned purposes is in general in our legitimate interest. If required by law, we will only process your personal data for these purposes if you have given your prior consent.

To be able to recognize and detect any illegal behavior when using our forums and portals, the processing of the aforementioned data may also be necessary to comply with a legal obligation.

Application for a job

Application data is required for applicant management to fill any vacancies. On the one hand, this is necessary for the implementation of pre-contractual measures to establish an employment relationship. On the other hand, we process this data to fulfill our legal obligations.

4. WHAT ARE COOKIES AND HOW ARE THEY PROCESSED?

Through the use of cookies and similar technologies, we process data which may also include personal data. The aim is to optimize our website and Online Services, to control their use, to adapt them to your interests and needs and to keep you informed about our products and services. Cookies are small text files that are stored by the server when you read websites. Below we describe the types of cookies used on our websites, including their purpose.

We use the following types of cookies on our websites and online services:

- essential cookies
- functional cookies, and
- advertising cookies.

Essential cookies are necessary for the use of the website and enable, for example, navigation on the website. **Functional cookies** enhance your personal experience on the website and **advertising cookies** collect information about your online activities to enable personalized advertising. Functional and advertising cookies are only used if you consent to it.

You can choose how we use functional and advertising cookies by changing the cookie settings. To do so, please go to "Cookie preferences" at the bottom of this page. In the cookie settings, you will also find an overview of the third parties that place cookies on our websites. In addition, you can control and restrict the placement of cookies via the browser settings. In this context, you can also delete existing cookies. However, deselecting functional and advertising cookies may lead to a restriction of the functionalities of our websites. Essential cookies are set automatically and cannot be deselected, otherwise the websites would not work properly.

5. GOOGLE ANALYTICS

The Cumulocity websites use functions of the web analysis service Google Analytics. The provider of this service is Google Ireland Limited ("Google"), Gordon House, Barrow Street, Dublin 4, Ireland.

Google Analytics enables the website operator to analyze the behavior patterns of website visitors. To that end, the website operator receives a variety of user data, such as pages accessed, time spent on the page, the utilized operating system and the user's origin. This data is assigned to the respective end device of the user. An assignment to a user ID does not take place.

Furthermore, Google Analytics allows us to record your mouse and scroll movements and clicks, among other things. Google Analytics uses various modeling approaches to augment the collected data sets and uses machine learning technologies in data analysis.

Google Analytics uses technologies that make the recognition of the user for the purpose of analyzing the user behavior patterns (for example, cookies or device fingerprinting). The website use information recorded by Google is, as a rule transferred to a Google server in the United States, where it is stored.

The use of these services occurs on the basis of your consent pursuant to Art. 6(1)(a) GDPR and § 25(1) TTDSG. You may revoke your consent at any time.

Data transmission to the US is based on the Standard Contractual Clauses (SCC) of the European Commission. Details can be found here: <https://privacy.google.com/businesses/controllerterms/mccs/>.

Browser plugin

You can prevent the recording and processing of your data by Google by downloading and installing the browser plugin available under the following link: <https://tools.google.com/dlpage/gaoptout?hl=en>.

For more information about the handling of user data by Google Analytics, please consult Google's Data Privacy Declaration at: <https://support.google.com/analytics/answer/6004245?hl=en>.

Contract data processing

We have executed a contract data processing agreement with Google and are implementing the stringent provisions of the German data protection agencies to the fullest when using Google Analytics.

6. HOW DO WE SHARE YOUR DATA AND HOW IS IT TRANSFERRED TO THIRD COUNTRIES?

We only share your personal data with recipients if this is necessary for fulfillment of the respective purpose. Your personal data may be transferred to and processed by:

- our subsidiaries to fulfill the purposes stated in this Privacy Notice;
- service providers, to provide IT and system administration, hosting, analytics, marketing, and customer purchase management services in accordance with the purposes stated above;
- our customers, if they provide you with access our Online Services or if the transfer is necessary to resolve suspicious account activity or contract terms;
- third parties who operate forums, portals, marketing activities, or host events. In some countries, your prior consent is required and will be requested at the appropriate place. Details will be available there;
- consultants, to pursue our legitimate interests or to comply with legal requirements;
- users of our forums and portals, as far as posts and comments submitted by you are concerned;
- third parties in cases where we are legally obligated or have a final judgement, and when we are enforcing our rights or defending against claims.

All service providers who work for us as so-called data processors are contractually obligated to process personal data exclusively according to our instructions. These service providers do not use your personal data for their own purposes.

The transfer of personal data to recipients located in a country outside the EEA for which the EU Commission has not issued an adequacy decision is based on the EU Standard Contractual Clauses.

7. HOW LONG DO WE STORE YOUR PERSONAL DATA?

We will delete or anonymize your personal data as soon as it is no longer required for the purposes stated in this Privacy Notice, or if you have requested us to do so and there is a right to data deletion. An exception may occur if legal retention obligations require a storage period that deviates from this.

If you have applied for a job or provided your data for future job postings, we will keep your personal data for one year after the last activity. This could be any activity, for example, your recruiter had to send you a rejection because there was no match. If there was no match, but your application was interesting to us, the recruiter will move your record to a candidate pool, which is exempt from purge. You will be notified by email, when this is the case. If you do not agree with the further storage of your data, you can simply send us a reply email and your data will be purged.

8. WHICH RIGHTS DO YOU HAVE?

You may contact us at any time and free of charge to exercise your following rights:

- Information about your processed personal data;
- Correction of inaccurate or incomplete personal data;
- Deletion of your personal data;
- Restriction of the processing of your personal data if you dispute the accuracy of the data;
- Obtaining your personal data provided to us in a structured, common and machine-readable format or transferring it to another controller;
- Revocation of your consent;
- Objection to the processing of your personal data.

In addition, you have the right to file a complaint with a supervisory authority (for more details, see section 11).

9. TO WHOM CAN YOU ADDRESS YOUR RIGHT TO OBJECT TO THE PROCESSING OF PERSONAL DATA?

An objection to processing based on our legitimate interest may be lodged at any time. In this case, processing will be terminated unless it serves our compelling interests that are worthy of protection and outweigh your interests.

Please direct corresponding inquiries to the contact specified under section 1 of this Privacy Notice.

10. WHO CAN YOU CONTACT IF WE PROCESS YOUR PERSONAL DATA AS A PROCESSOR ON BEHALF OF A CUSTOMER?

Your personal data may be processed as part of the Online Services that we provide to customers. The customer is responsible for compliance with the protection of your personal data processed in these services in its role as a so-called data controller. This Privacy Notice does not apply where we process personal data in direct connection with the provision of Cloud Services, Maintenance & Support Services or Professional Services on behalf of a customer as a processor.

In this case, please address your inquiries directly to the relevant controller.

11. LOCAL REGULATIONS

For residents of the United States of America the respective local privacy notices apply in addition to this Privacy Notice.

- [US State Privacy Notice](#)

12. WHERE CAN YOU ADDRESS COMPLAINTS TO?

You have a right of appeal to the data protection supervisory authorities pursuant to Art. 77 GDPR. The competent supervisory authority for Cumulocity is:

Landesbeauftragter für Datenschutz und Informationsfreiheit Nordrhein-Westfalen, Kavalleriestrasse 2-4, D-40213 Düsseldorf, tel. +49211-384240, email poststelle@ldi.nrw.de.

US STATE PRIVACY NOTICE

Effective Date: December 1, 2024

Certain states, including California, Colorado, Connecticut, Texas, Utah, and Virginia require additional information regarding our privacy practices and your privacy rights. Depending on whether you are a resident of those states ("Consumer"), we provide you additional notices about our privacy practices and consumer rights relating to your personal information or personal data, as defined under those laws ("Personal Information").

Cumulocity GmbH, a corporation organized under the law of Germany, and its affiliates and subsidiaries, including Cumulocity, Inc. (collectively, "Cumulocity," "we," "us," or "our") provide this State Privacy Notice at Collection and Privacy Rights (the "State Privacy Notice") to supplement the information contained in the Cumulocity Privacy Notice. Where we specifically identify certain states, these additional disclosures apply to residents in those states.

CALIFORNIA, COLORADO, CONNECTICUT, TEXAS, UTAH AND VIRGINIA NOTICE OF INFORMATION COLLECTED AND/OR DISCLOSED

The California Consumer Privacy Act of 2018 ("CCPA"), as amended by the California Privacy Rights Act ("CPRA") and privacy laws in Colorado, Connecticut, Texas, Utah, and Virginia afford consumers residing in those states certain rights with respect to their Personal Information. If you are a California resident, including a business contact of one of our vendors or other type of business which transacts with Cumulocity (collectively, "CA Business Contact"), or a Colorado, Connecticut, Texas, Utah, and Virginia resident, this section applies to you.

COLLECTION AND USE OF PERSONAL INFORMATION

We may collect Personal Information from you in a variety of different situations, including, but not limited to our websites, your mobile device, through email, in physical locations, through the mail, over the telephone, and/or in any other situation where we interact with you. More specifically, Cumulocity collects the following categories of Personal Information from its Consumers, which will depend on the particular Business Purpose for which we collect it.

What the law regulates	CA Business	What Cumulocity does in terms of data collection and processing
	Contact	

What the law regulates	CA Business Contact	What Cumulocity does in terms of data collection and processing
<p>Identifiers: A real name, alias, postal address unique personal identifier, online identifier, Internet Protocol address, phone number, email address, account name, date of birth, names of children who use club services, photos.</p>	<p>A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, phone number, email address, account name.</p>	<ul style="list-style-type: none"> • To fulfill or meet the purpose for which you provided the information. For example, if you disclose your name and contact information to ask us a question or inquire about our products or services, we will use that Personal Information to respond to your inquiry. When you purchase a product or service, we may use your information to facilitate communication about that product, or service. If we seek to or do engage you as a vendor or other type of business relationship, we use your Personal Information to communicate about our potential, current, or former business relationship. • To contact you and to inform you about products, services, promotions, special offers, and/or events that may interest you. • To provide you information about our products and services, such as providing you updates and information about classes you have enrolled in • To enable you to participate in online classes, training programs, or other events. • To provide, support, personalize, and develop our Website, App, products, and services. • To create, maintain, customize, and secure your account with us. • To process your requests, purchases, transactions, and payments, and prevent transactional fraud. • To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses. • To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, App, third-party sites, and via email or text message (with your consent, where required by law). • To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business. • For research, analysis, and business development, including to develop and improve our Website, products, and services. • To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations. • As described to you when collecting your Personal Information or as otherwise set forth in the CCPA or other applicable state laws, or subsequently agreed to by you.

What the law regulates	CA Business Contact	What Cumulocity does in terms of data collection and processing
<p>California Customer Records or similar information in states with applicable privacy laws: A name, signature, physical characteristics or description, address, telephone number, date of birth, financial account information, credit card number, debit card number, photos, medical, health, exercise, or sleep information.</p>	<p>Signature, business address, telephone number.</p>	<ul style="list-style-type: none"> • To fulfill or meet the purpose for which you provided the information. For example, if you disclose your name and contact information to ask us a question or inquire about our products or services, we will use that Personal Information to respond to your inquiry. When you purchase a product or service, we may use your information to facilitate communication about that product, or service. If we seek to or do engage you as a vendor or other type of business relationship, we use your Personal Information to communicate about our potential, current, or former business relationship. • To contact you and to inform you about products, services, promotions, special offers, and/or events that may interest you. • To provide you information about our products and services, such as providing you updates and information about classes, training programs or tutorials you have enrolled in. • To enable you to participate in online classes, training programs, tutorials or other events • To provide, support, personalize, and develop our Website, products, and services. • To create, maintain, customize, and secure your account with us. • To process your requests, purchases, transactions, and payments, and prevent transactional fraud. • To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses. • To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, App, third-party sites, and via email or text message (with your consent, where required by law). • To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business. • For research, analysis, and business development, including to develop and improve our Website, products, and services. • To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations. • As described to you when collecting your Personal Information or as otherwise set forth in the CCPA or other applicable state laws, or subsequently agreed to by you.
<p>Protected classification characteristics under the applicable state privacy laws or federal law: Age, marital status, medical condition, physical disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), veteran or military status.</p>	<p>None.</p>	<ul style="list-style-type: none"> • Cumulocity does not collect or process Protected classification characteristics information.

What the law regulates	CA Business Contact	What Cumulocity does in terms of data collection and processing
<p>Commercial information: Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.</p>	None.	<ul style="list-style-type: none"> • To fulfill or meet the purpose for which you provided the information. • To contact you and to inform you about products, services, promotions, special offers, and/or events that may interest you. • To provide you information about our products and services, such as providing you updates and information about classes you have enrolled in. • To provide, support, personalize, and develop our Website, products, and services. • To create, maintain, customize, and secure your account with us. • To process your requests, purchases, transactions, and payments, and prevent transactional fraud. • To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses. • To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law). • To help maintain the safety, security, and integrity of our App or Website, products and services, databases and other technology assets, and business. • For research, analysis, and business development, including to develop and improve our Website, products, and services. • As described to you when collecting your Personal Information or as otherwise set forth in the CCPA or other applicable state laws, or subsequently agreed to by you.
<p>Internet or other similar network activity: Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.</p>	None.	<ul style="list-style-type: none"> • To provide, support, personalize, and develop our Website, products, and services. • To create, maintain, customize, and secure your account with us. • To process your requests, purchases, transactions, and payments, and prevent transactional fraud. • To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses. • To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law). • To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business. • For research, analysis, and business development, including to develop and improve our Website, products, and services.

What the law regulates	CA Business Contact	What Cumulocity does in terms of data collection and processing
Geolocation data: Approximate physical location based on IP address.	None.	<ul style="list-style-type: none"> • To fulfill or meet the purpose for which you provided the information. • To provide you information about our products and services, such as providing you updates and information about classes you have enrolled in. • To enable you to participate in online classes, training programs, tutorials or other events. • To provide, support, personalize, and develop our Website, products, and services. • To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, App, third-party sites, and via email or text message (with your consent, where required by law). • As described to you when collecting your Personal Information or as otherwise set forth in the CCPA or other applicable state laws, or subsequently agreed to by you.
Audio, visual, or sensory data: Audio, visual, heart rate, pulse, and other activity data. Video recordings when you visit our facilities.	None.	<ul style="list-style-type: none"> • Cumulocity does not collect Audio, visual, or sensory data.
Professional or employment-related information: Job title or related information.	Job title.	<ul style="list-style-type: none"> • To fulfill or meet the purpose for which you provided the information. • To create, maintain, customize, and secure your account with us. • As described to you when collecting your Personal Information or as otherwise set forth in the CCPA or other applicable state laws, or subsequently agreed to by you.
Inferences drawn from other personal information: Profile reflecting a person's preferences, characteristics, or behavior.	None.	<ul style="list-style-type: none"> • To contact you and to inform you about products, services, promotions, special offers, and/or events that may interest you. • To provide you information about our products and services, such as providing you updates and information about training or tutorials you have enrolled in. • To provide, support, personalize, and develop our Website, products, and services. • To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law). • For research, analysis, and business development, including to develop and improve our Website, products, and services.

What the law regulates	CA Business Contact	What Cumulocity does in terms of data collection and processing
<p>Sensitive Personal Information: Driver's license, state identification card, or passport number; account log-in, financial account, debit card, or credit card number in combination with any required security or access code in order to process payments; racial or ethnic origin; Social Security Number, citizenship or immigration status, personal information collected and analyzed concerning a consumer's health (including mental or physical health diagnosis); personal data collected from a known child, the contents of a consumer's mail, email and text messages, unless the business is the intended recipient of the communication.</p>	None.	<ul style="list-style-type: none"> • Cumulocity does not collect Sensitive Personal Information.

We may collect the personal information that you provide about other individuals in certain cases. For example, we may collect information about other individuals from your contact list, with your permission, from your mobile device for the purposes of enabling you to easily share guest passes, event invitations, and more. By providing such information, you are representing that you have the required permissions and consents to disclose such information.

Personal Information does not include deidentified information or aggregate consumer information.

SOURCES OF PERSONAL INFORMATION

Cumulocity obtains the categories of Personal Information listed above from the following categories of sources:

Directly from you. For example, from forms you complete or products and services you purchase, or when you communicate with us about our ongoing business relationship.

Indirectly from you. For example, from observing your actions on our website or from information your computer or mobile device transmits when interacting with our website or mobile applications, among other things.

RETENTION OF PERSONAL INFORMATION

We will not retain your Personal Information for longer than is reasonably necessary to carry out the purposes we disclose in this policy.

INFORMATION RELEVANT TO CALIFORNIA AND OTHER STATES

Targeted Advertising and California Sharing of Personal Information

The CPRA requires that we notify you if we "Share" your Personal Information with third parties. For purposes of the CPRA, "Sharing" means that we make available or otherwise disclose your information to third parties for cross-context behavioral advertising, such as targeting of advertising to you based on your Personal Information obtained from your activity across businesses, websites, apps, and services other than our Services.

Similarly, Colorado, Connecticut, Texas, Utah, and Virginia requires that we notify you if we use your information for Targeted Advertising. "Targeted Advertising" means displaying advertisements to you where the advertisement is selected based on Personal Information obtained from your activities over time and across non-affiliated websites or online applications to predict your preferences or interests.

Accordingly, we “Share” and use your information for Targeted Advertising. Specifically, we disclose your identifiers and internet or other network activity with Service Providers.

Cumulocity also Shares your Personal Information with partner businesses for joint advertising, promotion and marketing (as described above) in California, Colorado, Connecticut, Texas, Utah, and Virginia. You have the option to opt-out of sharing or Targeted Advertising through this Privacy Notice.

SALES OF PERSONAL INFORMATION

California law provides for certain disclosures about Personal Information we “sell,” which means certain scenarios in which Cumulocity has disclosed Personal Information with third parties or affiliates, in exchange for valuable consideration, which could include situations where we “Share” your personal information as described above for cross-context behavioral advertising.

SENSITIVE PERSONAL INFORMATION

Privacy laws in California, Colorado, Connecticut, Texas, Utah, and Virginia specify certain rights with respect to our collection of certain information those laws designate as “Sensitive Personal Information.” We obtain consent to collect that information in those states where consent is required. Moreover, each state’s privacy laws may consider different pieces of information to be “Sensitive Personal Information.” When we notify residents of certain states that we collect Sensitive Personal Information, that means that we collect Sensitive Personal Information within the meaning of the law of that particular state. We collect Sensitive Personal Information in California, Colorado, Connecticut, Texas, Utah, and Virginia. We collect the types of Sensitive Personal Information, to the extent included in your state’s definition, listed above in the Categories of Personal Information we collect. We do not use Sensitive Personal Information to infer characteristics about you.

Cumulocity does not collect Sensitive Personal Information.

YOUR CONSUMER RIGHTS AND CHOICES

Subject to certain limitations, depending on our state of residence, you have the right to (1) request to know more about the categories and specific pieces of Personal Information we collect, use, disclose, and sell, and to access your information, (2) request deletion of your Personal Information, (3) request correction of your Personal Information and (4) not be discriminated against for exercising these rights. If you are a Texas resident, you may have the right to receive a copy of the Personal Information that you have provided to us in a portable and, to the extent technically feasible, readily usable format.

EXERCISING YOUR PRIVACY RIGHTS

To exercise the rights described above, please submit a verifiable consumer request to us by email to the following email address: dataprotection@cumulocity.com

Only you, or a person authorized to act on your behalf, may make a verifiable consumer request related to your Personal Information. If we receive your request from an authorized agent and they do not provide a valid power of attorney, we may ask the authorized agent to provide proof that you gave the agent signed permission to submit the request to exercise rights on your behalf. In the absence of a valid power of attorney, we may also require you to verify your own identity directly with us or confirm to us that you otherwise provided the authorized agent permission to submit the request.

CONTACT INFORMATION

You may appeal a decision relating to your consumer privacy rights request by contacting us by mail at Cumulocity GmbH, Marc-Chagall-Straße 2, 40477 Düsseldorf, Germany, or by email at dataprotection@cumulocity.com.

If you would like to submit a verifiable consumer rights request, please do so via one of the two designated methods described above. If you have concerns about the result of an appeal, you may contact the attorney general in the state where you reside.

CHANGES TO OUR STATE-SPECIFIC PRIVACY NOTICE

We may change this privacy notice from time to time. If we make changes to this privacy notice, we will notify you by revising the Effective Date at the top of this policy and in, in some cases, we may provide you with additional notice, such as adding a statement of notice on the App and Website or sending you a notification. We encourage you to review this policy regularly to stay informed about our information practices and the choices available to you.

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Updated: 2024-10-18

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CUMULOCITY GMBH LIVE ACCEPTABLE USE POLICY

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Customer is prohibited from violating or attempting to violate the security of the Cumulocity GmbH Services and Infrastructure, or any third party infrastructure, system, server, or account, including, without limitation, engaging in any of the following activities: (a) accessing data, servers, accounts, databases etc. which such Customer is not authorized to access, (b) impersonating Cumulocity GmbH personnel, (c) attempting to probe, scan or test the vulnerability of a system or infrastructure or to breach security or authorization measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any user, host or infrastructure, including, without limitation, via means of overloading, "flooding", "mailbombing", "denial of service" attacks, or "crashing", (e) forging any TCP/IP packet header, any other communication protocol or any part of the header information in any email or newsgroup posting, (f) taking any action in order to obtain services to which such Customer is not entitled, or (g) attempting to utilize another party's account name or persona without authorization from that party. Customer is also prohibited from attempting any action designed to circumvent or alter any method or billing for Cumulocity GmbH Live Services. Violations of system or infrastructure security may result in civil or criminal liability.

CUMULOCITY GMBH RIGHTS AND REMEDIES

If Customer becomes aware of any content or activity that violates this AUP, Customer shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Cumulocity GmbH Infrastructure. To the extent Cumulocity GmbH becomes aware of any content or activities that Cumulocity GmbH deems, in its sole discretion, to be in violation of this AUP, Cumulocity GmbH may immediately block access to such content, suspend or terminate any affected Cumulocity GmbH Live Services, or take any other actions Cumulocity GmbH deems appropriate. Cumulocity GmbH shall be solely responsible for determining if any content or action violates this AUP. Cumulocity GmbH reserves the right to terminate or suspend services if the continued provision of services would violate law or otherwise harm Cumulocity GmbH's Infrastructure, Services or customers. Cumulocity GmbH also reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the party that Cumulocity GmbH deems responsible for the wrongdoing. Cumulocity GmbH will endeavor to provide notice to Customer prior to suspension or termination of Cumulocity GmbH Live Services but may immediately suspend or terminate in instances where continued provision of Cumulocity GmbH Live Services would have a material adverse effect on Cumulocity GmbH. Cumulocity GmbH shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Cumulocity GmbH's exercise of its rights under the AUP.

Cumulocity GmbH reserves the right to modify this AUP from time to time, in its sole discretion, effective upon publishing a revised version of the Acceptable User Policy. Any use of the Cumulocity GmbH Services and Infrastructure after such modification shall constitute acceptance of such modification.

CLOUD TRIAL SERVICE AGREEMENT

TRIAL CLOUD SERVICES AGREEMENT THIS AGREEMENT IS FOR THE TRIAL OF THE SUPPLIER CLOUD SERVICES MADE AVAILABLE ON SUPPLIER'S WEBSITE. READ THIS AGREEMENT CAREFULLY. BY CLICKING "I ACCEPT" ON THE SIGN-UP WEBPAGE TO WHICH THIS TRIAL CLOUD SERVICES AGREEMENT IS LINKED OR BY ACCESSING OR USING THE CLOUD SERVICES, YOU (THE "CUSTOMER") AGREE TO BE BOUND BY AND ACCEPT ALL THE TERMS OF THIS AGREEMENT. YOU MAY ENTER INTO THIS AGREEMENT AS AN INDIVIDUAL, IF YOU INTEND TO USE THE CLOUD SERVICES SOLELY IN YOUR PERSONAL CAPACITY (IN WHICH CASE, YOU AS AN INDIVIDUAL WILL BE THE "CUSTOMER"). IF YOU ENTER INTO TO THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION (IN WHICH CASE, YOUR ORGANIZATION WILL BE THE "CUSTOMER"), YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION. ALL ACCESS TO OR USE OF THE CLOUD SERVICES IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT.

This Trial Cloud Services Agreement, including any Cloud Service specific information and additional click through terms on the sign-up webpage to which this Trial Cloud Services Agreement is linked, (collectively, the "Agreement") is entered into by and between Cumulocity Inc.. ("Supplier") and Customer and will be effective as of the date Customer accepts the terms of this Agreement as set forth above ("Effective Date"). Supplier and Customer are each a "Party" and together the "Parties."

1. USE OF SERVICES

1.1 Provision of Cloud Services: Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Supplier web-based products and services identified on the sign-up webpage to which this Trial Cloud Services Agreement is linked ("Cloud Services"), including the then current version of any user manuals and operating instructions generally provided with the Cloud Services ("Documentation") for a period of thirty (30) days from the Effective Date unless otherwise extended at Supplier's sole discretion ("Trial Term"). CUSTOMER MAY USE THE CLOUD SERVICES SUBJECT TO THE TERMS OF THIS AGREEMENT AND SOLELY FOR CUSTOMER'S INTERNAL EVALUATION AND TESTING PURPOSES. CUSTOMER WILL NOT PROCESS ANY LIVE DATA, INCLUDING PERSONAL DATA, IN CONNECTION WITH ITS EVALUATION AND TESTING OF THE CLOUD SERVICES.

1.2 User Access: Customer is solely responsible for all User use and access to the Cloud Services and the security of any Credentials and will immediately report to Supplier any suspected unauthorized use of the Cloud Services or Credentials. "Users" of the Cloud Services mean Customer (if Customer is an individual) or the employees or contractors of Customer (if Customer is an organization) who are authorized by Customer in accordance with this Agreement to access the Cloud Services using Customer's account credentials created for the Cloud Services ("Credentials").

1.3 Restrictions: Customer will comply with all laws and regulations applicable to Customer and to Customer's use of the Cloud Services. Customer will not, or permit or cause any third party to: (a) use the Cloud Services other than expressly authorized by, and in accordance with the usage terms of, this Agreement; (b) process any production data or any data that qualifies as personal data under any applicable laws, including without limitation the General Data Protection Regulation; (c) commercially exploit or make the Cloud Services available to any third party; (d) disassemble, reverse engineer, reverse compile, translate, modify, adapt, alter, copy or create derivative works from any products or services provided with the Cloud Services; (e) interfere with or disrupt the integrity or performance of the Cloud Services or the data contained therein in any way, including but not limited to: (i) conducting penetration testing in multi-tenant environments; (ii) conducting penetration tests in single-tenant environments without Supplier's prior written consent; (iii) attempting to gain unauthorized access to the Cloud Services or their related systems or networks; or (iv) storing or transmitting a virus or other malicious code through the Cloud Services; (f) disseminate performance-related information relating to the Cloud Services; or (g) use, access, or provide access to the Cloud Services in any manner that violates an applicable economic, financial or trade prohibition, sanction or embargo, which may include but is not limited to such prohibitions, sanctions or embargoes enacted or imposed by law other restrictive measure and administered or enforced by (i) the United Nations Security Council, (ii) the United States government, (iii) the European Union or any of its member states' governments, (iv) the United Kingdom, (v) the Singaporean government, (vi) the Swiss Confederation, or (vii) any other authority that has jurisdiction over Customer, Supplier or the relevant project or activity for which the Cloud Service is being used, accessed or provided.

1.4 Cloud Services Availability: Supplier will use commercially reasonable efforts to make the Cloud Services accessible to Customer, subject to the availability of third-party infrastructure, required and emergency maintenance, availability of third-party networks and communications facilities, and force majeure events.

1.5 No Cloud Services Support: Supplier, in its sole discretion, may provide (or, after providing, withdraw, or terminate) limited maintenance or support for the Cloud Services during the Trial Term. Notwithstanding any decision by Supplier to exercise its discretion in providing Customer with limited maintenance or support for the Cloud Services, in no event is Supplier obligation to provide any maintenance or support for the Cloud Services.

1.6 Reservation of Rights: Supplier owns all intellectual property rights in and to the Cloud Services, Documentation and all related materials and derivative works thereof. There is no transfer or assignment by Supplier of any ownership right and Supplier reserves all rights not expressly granted under this Agreement.

2. CUSTOMER INFORMATION

2.1 Operational Data; Feedback: Supplier will automatically collect information associated with Customer's access and use of the Cloud Services, including, without limitation application telemetry, IP addresses, IP configurations, stored sessions, open ports, Credentials, network metadata, and device operating system, status, version and configuration (collectively, "Operational Data"). Supplier may use the Operational Data to monitor, analyze, develop, support or improve the performance of the Cloud Services. Customer grants to Supplier a worldwide, perpetual, irrevocable license to use and commercialize any suggestions, enhancement, requests, recommendations, corrections or other feedback provided by Customer relating to the Cloud Services.

2.2 Customer Data: Except for Operational Data, Customer owns all content, information, materials and intellectual property provided by Customer in connection with Customer's use of the Cloud Services ("Customer Data"). Customer is solely responsible for its provision and use of Customer Data with the Cloud Services; the accuracy, quality and content of the Customer Data; and obtaining all necessary rights, consents and permissions. Customer will comply with all applicable laws, in its provision and use of Customer Data in connection with the Cloud Services. Customer grants Supplier a worldwide, irrevocable, non-transferable, non-assignable (except as permitted under this Agreement), sub-licensable, non-exclusive license to access, retrieve, store, copy, display, distribute, transmit and otherwise use Customer Data associated with the Cloud Services: (a) in connection with maintaining, providing and/or making available the Cloud Services; and (b) as reasonably required to cooperate with legitimate governmental requests, subpoenas or court orders, provided that Supplier gives Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Supplier is legally prohibited from doing so.

2.3 Privacy Notice: Supplier will collect and process any Operational Data that qualifies as personal data according to Art. 4 No. 1 of the General Data Protection Regulation in accordance with its then current Privacy Notice. Supplier may change its Privacy Notice from time to time by posting a new version at <https://cumulocity.com/docs/legal-notice/privacy-notice/>.

2.4 Security: Supplier will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Supplier will comply with its then current Cloud Information Security Policy as amended from time to time and available on request (subject to a written confidentiality agreement between the Parties).

3. CONFIDENTIALITY

3.1 Confidential Information: Each Party will have access to confidential or nonpublic information ("Confidential Information") of the other Party or third parties. Confidential Information disclosed is proprietary and will remain the sole property of the disclosing Party or such third parties. The Cloud Services and Documentation are Confidential Information of Supplier. Confidential Information will not include information that: (i) is or becomes publicly available or enters the public domain through no fault of the recipient; (ii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (iii) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (iv) is independently developed by the recipient; or (v) is approved, in writing, for release or disclosure without restriction.

3.2 Confidentiality Obligations: Each Party agrees to: (i) use Confidential Information only for the purposes of this Agreement; (ii) hold Confidential Information in confidence and protect it from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information; (iv) restrict access to Confidential Information to its personnel, affiliates, agents, and contractors who need access to such Confidential Information and who have agreed in writing to treat such Confidential Information in accordance with this Agreement; and (v) return or destroy all Confidential Information of the other Party upon termination or expiration of this Agreement. If the recipient is required by law or valid legal order to disclose Confidential Information, the recipient will, unless prohibited by law, give reasonable notice of such demand to allow the disclosing Party to seek a protective order or other remedy.

4. WARRANTY DISCLAIMER

4.1 Warranty Disclaimer: Customer acknowledges that the Cloud Services are provided "as is" without any warranty whatsoever. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER DOES NOT WARRANT THAT THE CLOUD SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE AND SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

5. INDEMNITY

5.1 Customer Indemnity: Customer will indemnify Supplier from any third-party action against Supplier to the extent proximately based upon an allegation arising from (i) any access to or use of Customer Data with the Cloud Services or (ii) any modification or use of the Cloud Services with any Customer application, provided that Supplier (a) promptly notifies Customer of any such action; (b) gives Customer full authority, information, and assistance to defend such claim; and (c) gives Customer sole control of the defense of such claim and all negotiations for the settlement of such claim, except that Customer will not enter into any settlement that adversely affects any rights of or imposes any obligation or liability on Supplier without Supplier's prior written consent.

6. LIMITATION OF LIABILITY

6.1 Limitation of Liability: SUPPLIER IS NOT LIABLE FOR ANY LOSSES OR DAMAGES THAT MAY ARISING FROM OR RELATE TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS), REGARDLESS OF THE FORM ALLEGED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. USAGE LIMITS

7.1 Usage Limits: Customer will ensure that its use of the Cloud Services does not exceed the usage terms set forth in this Agreement.

8. SUSPENSION AND TERMINATION

8.1 Suspension: Supplier may suspend Customer's access to the Cloud Services to: (i) comply with any law, regulation, government or court order or (ii) prevent any degradation of the Cloud Services caused by Customer.

8.2 Termination: This Agreement will automatically terminate upon expiration of the Trial Term. Notwithstanding the foregoing, Supplier may immediately terminate this Agreement upon notice to Customer. Upon any termination of this Agreement, all access to the Cloud Services will be removed and Customer will not have any access to the Customer Data processed by the Cloud Services. All disclaimers of warranties, limitations of liability, and provisions for the protection of Supplier's proprietary rights in the Cloud Services as set forth herein will survive any termination of this Agreement.

9. GENERAL

9.1 Third-Party Components: If Customer downloads any portion of the Cloud Services, including but not limited to plugins or connectors or fat clients ("Cloud Service Downloadable"), Customer acknowledges that such Cloud Service Downloadable may contain or be distributed with certain open source, free, or commercial third-party components, which may be subject to special license terms and conditions ("Third Party Terms") located at <https://third-parties.c8y.io/build-sets/third-parties-cloud.html>. Third Party Terms include important licensing and warranty information and disclaimers of third-party licensors.

9.2 Export Control: Customer may not use, access, download, provide access to, or otherwise export or re-export the Cloud Services, in whole or in part, except as explicitly allowed in this Agreement and in compliance with all applicable export laws, regulations, and restrictions (whether international, federal, state, local, or provincial). Supplier reserves the right to not perform any obligation under this Agreement if prohibited by such export laws, regulations, or restrictions. Without limiting the generality of the foregoing, Customer represents and warrants that: (a) Customer is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, North Korea, Sudan, Syria, nor any country to which the European Union (EU) or the United States have prohibited export; (b) Customer is not listed on the EU's 'Consolidated List of persons, groups and entities subject to EU financial sanctions' or on the United States Department of Treasury lists of 'Specially Designated Nationals', 'Specially Designated Terrorists', or 'Specially Designated Narcotic Traffickers', nor is Customer listed on the United States Department of Commerce 'Denied Persons List' or 'Entity List'; and (c) Customer will not download, grant access to, or otherwise export or re-export the Cloud Services, directly or indirectly, to (i) the countries, or the citizens, nationals or residents of the countries, referenced in subsection (a) or (ii) the persons, groups, or entities referenced in subsection (b).

9.3 Anti-Corruption: The Parties will comply with all applicable laws, regulations, and requirements (whether international, federal, state, local, or provincial) prohibiting bribery, money laundering, and anti-corruption, including the U.S. Foreign Corrupt Practices Act.

9.4 Assignment: Customer may not assign, transfer, delegate, or sublicense any of Customer's rights or obligations under this Agreement without Supplier's prior written consent. Any assignment, transfer, delegation, or grant of sublicense without Supplier's consent is null and void.

9.5 Dispute Resolution: In the event of a dispute, each Party will appoint a senior management representative to negotiate in good faith to resolve the dispute. Formal proceedings may not commence until 30 days after the initial written request to negotiate the dispute; provided, however, that a Party may file for formal proceedings at any time to avoid the expiration of any limitations period, preserve a superior position with respect to other creditors, or apply for interim, injunctive, or equitable relief.

9.6 Governing Law: This Agreement is governed by the laws of the State of New York without giving effect to its conflicts-of-laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Commercial Code (UCC). The Parties consent to exclusive personal jurisdiction in federal and state courts located in the Southern District of New York. In the event a dispute arising under this Agreement results in litigation, the non-prevailing Party will pay the court costs and reasonable attorneys' fees and expenses of the prevailing Party. EACH PARTY WAIVES ALL RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF THIS AGREEMENT.

9.7 Notices: All notices and demands relating to this Agreement must be in writing and sent to the other Party: (a) if to Supplier, at 251 Little Falls Drive, Wilmington, county of New Castle, Delaware 19808, to the attention of the Legal Department and (b) if to Customer, at the email address Customer provided on the sign-up webpage. All notices and demands will be effective upon delivery when: (i) delivered in person with signed receipt; (ii) sent by registered mail (return receipt requested); (iii) sent by nationally recognized trackable carrier service; or (iv) on the date sent by email.

9.8 U.S. Government Use: If Customer is a U.S. Government entity, the Cloud Services, including the related software, and Documentation are “commercial computer software” and “commercial computer software documentation” under applicable Federal Acquisition Regulation (or other similar regulation) and are governed solely by the terms of this Agreement.

9.9 Entire Agreement; Waiver; Priority; Severability: This Agreement constitutes the entire agreement between the Parties and supersedes all prior written and oral agreements and communications related to the subject matter of this Agreement. Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. A waiver granted under this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. In the event of any conflict between any provision of this Agreement and any Cloud Services specific information or additional click through terms on the sign-up webpage, the provisions of this Agreement will prevail (except that the DPA will prevail with respect to the Parties' data protection obligations). If any provision of this Agreement is held invalid or unenforceable, the provision will be limited to the minimum effect necessary, and the remaining provisions of this Agreement will remain binding and enforceable.

RESPONSIBLE DISCLOSURE POLICY

GENERAL STATEMENT

At Cumulocity, the security and integrity of our systems and application platforms are our top priorities. We are dedicated to safeguarding data and appreciate the contributions of security researchers who help us maintain these high standards.

If you are a security researcher and have discovered a potential vulnerability in our systems or applications, we encourage you to report it to us responsibly. The Cumulocity security team values the vital role independent researchers play in strengthening Internet security. We are committed to working closely with you to validate and address any reported vulnerabilities responsibly.

Before conducting any tests or submitting a report, we kindly ask that you review this policy carefully. We guarantee that all legitimate reports will be thoroughly investigated, and we will strive to resolve any confirmed issues promptly.

We also request that you do not disclose, share, or publicize any potential or unresolved vulnerabilities with third parties.

Please note that this program does not provide monetary compensation for submitted reports.

Thank you for partnering with us to ensure the security of Cumulocity.

REPORTING A POTENTIAL SECURITY VULNERABILITY

To report a potential security vulnerability, please privately share the details with Cumulocity by sending an email to csirt@cumulocity.com with "Cumulocity - Potential Security Vulnerability" in the subject line. Ensure that you provide comprehensive details of the suspected vulnerability to enable our security team to validate and reproduce the issue effectively.

Please note that duplicates may occur if the vulnerability is already known to Cumulocity, either through prior reports from other researchers or identification by our security teams. In such cases, we will recognize the first report received as the unique submission, and any subsequent reports of the same issue will be marked as duplicates.

ATTRIBUTES OF A GOOD REPORT

To assist our security team in effectively addressing the reported vulnerability, please include the following details in your report:

- **Reproduction steps***: Provide detailed, step-by-step instructions on how to reproduce the vulnerability.
- **Relevant links and URLs***: Include any links clicked, pages visited, and specific URLs involved.
- **Environment details***: Mention the environment in which the vulnerability was discovered, including the operating system, browser, and any relevant software versions.
- **User information**: Mention any user IDs or accounts used, along with a clear description of their relationships and interactions.
- **Visual aids**: Attach images or videos that illustrate the issue, as these can be highly beneficial.
- **Impact assessment**: Describe the potential impact of the vulnerability, including possible risks and damages.
- **Technical details**: Provide any technical information or code snippets that can help in understanding the vulnerability.
- **Timeline**: Include the date and time when the vulnerability was discovered and any subsequent tests were conducted.

Items marked with * are considered mandatory.

CONDUCT

We encourage responsible discovery and reporting of vulnerabilities. However, to ensure a safe and productive collaboration, the following conduct is expected. If you adhere to this policy when reporting a potential security vulnerability to Cumulocity, we will not pursue legal action or law enforcement investigation against you in response to your report. We ask that you:

- **Allow reasonable time for mitigation**: Give us a reasonable amount of time to investigate and mitigate any reported issue before disclosing it publicly or sharing it with others. Depending on the complexity of the issue, this might take 90 days or more.
- **Respect customer data**: Do not interact with, modify, or access data from a Cumulocity customer or potential customer without their explicit consent.
- **Avoid privacy violations and disruptions**: Make a good faith effort to avoid violating privacy, destroying data, or causing interruptions or degradation of our services.
- **Do not exploit vulnerabilities**: Refrain from exploiting any security issue you discover. This includes demonstrating additional risks or probing for further issues, such as attempting to compromise sensitive company data.
- **Adhere to laws and regulations**: Ensure that you do not violate any applicable laws or regulations while conducting your research.

By following these guidelines, you help maintain a secure and cooperative environment for vulnerability disclosure.

PROHIBITED SECURITY RESEARCH ACTIVITIES

Cumulocity does not permit the following types of security research:

1. **Negative impact actions:**
Performing actions that may harm Cumulocity's services, systems, or users, such as:
 - Spam, brute force attacks, or credential stuffing.
 - Denial of Service (DoS) or Distributed Denial of Service (DDoS) attacks.
 - Actions causing device malfunctions or service interruptions.
2. **Unauthorized data access:**
Accessing, attempting to access, or tampering with data, configurations, or accounts that do not belong to you, including:
 - Device telemetry data.
 - Device certificates or provisioning credentials.
3. **Data destruction or corruption:**
Destroying, modifying, corrupting, or attempting to harm data, firmware, or configurations belonging to Cumulocity or its users.
4. **Attacks on personnel, property, or devices:**
Conducting any kind of attack, including:
 - Physical attacks on Cumulocity personnel, offices, or data centers.
 - Electronic attacks on hardware devices, gateways, or IoT endpoints.
5. **Social engineering:**
Attempting to manipulate or deceive Cumulocity personnel, contractors, or support teams through phishing, impersonation, or other social engineering tactics.
6. **Use of high-throughput automated tools:**
Deploying automated tools or scripts that generate excessive traffic or disrupt device communications, APIs, or platform services.
7. **Firmware tampering:**
Modifying or reverse-engineering firmware or software beyond authorized scopes to identify vulnerabilities.
8. **Unauthorized device onboarding:**
Attempting to onboard unauthorized devices or abusing device provisioning mechanisms.
9. **Interference with multi-tenancy:**
Testing for vulnerabilities that impact or compromise other tenants' data, devices, or services.
10. **Physical device access or manipulation:**
Gaining unauthorized physical access to Cumulocity-connected IoT devices, hardware, or gateways.
11. **Legal and contractual violations:**
Breaching any laws, agreements, or terms of service while conducting security research.

PROGRAM EXCLUSIONS

While we encourage any submission affecting the security of our products and services, unless evidence is provided demonstrating exploitability, the following examples are excluded from this program:

- Clickjacking/UI redressing with no practical security impact
- Content spoofing/text injection
- Software version disclosure
- Self-XSS (cross-site scripting issues must be exploitable via reflected, stored, or DOM-based attacks to be considered valid)
- Logout and other instances of low-severity Cross-Site Request Forgery
- Password and account recovery policies, such as reset link expiration or password complexity
- Cross-site tracing (XST)
- Open redirects with low security impact (exceptions are those cases where the impact is higher such as stealing OAuth tokens)
- Missing HTTP security headers
- Missing cookie flags on non-sensitive cookies
- Invalid or missing SPF (Sender Policy Framework) records (Incomplete or missing SPF/DKIM)
- Vulnerabilities only affecting users of outdated or unpatched browsers and platforms
- Missing best practices in SSL/TLS configuration
- Vulnerabilities that require disabling security features enabled in default configurations
- Comma Separated Values (CSV) injection without demonstrating a vulnerability
- Use of known-vulnerable libraries without proof of exploitation, for example, OpenSSL
- Attacks requiring MITM (Man-in-the-Middle) or physical access to a user's device

COMMITMENT

Cumulocity greatly appreciates the efforts of security researchers who identify vulnerabilities and enable us to address issues that might affect our customers. We thank you for your dedication to helping us minimize risks to our customers and supporting our vision to enhance the overall security of our products and the Internet as a whole.

[🏠](#) > [Legal notices](#) > [Responsible Disclosure Policy](#)

IMPRINT

We are committed to transparency and open communication both inside and outside the company. Important information on how to contact us can be found here.

Cumulocity GmbH is a limited liability company under German law with statutory seat and headquarters in Düsseldorf, Germany.

Managing Directors: Bernd Rüdiger Groß, Jürgen Krämer, Stefan Vaillant

Postal address: Cumulocity GmbH, Marc-Chagall-Straße 2, 40477 Düsseldorf, Germany

Email: info@cumulocity.com

Internet: www.cumulocity.com

Cumulocity GmbH is entered in the Register of Companies of Düsseldorf Local Court under the No. **HRB 68832**.

The VAT identification number of Cumulocity GmbH is **DE285583788**.