emark

GENERAL TERMS AND CONDITIONS

1. Validity of the General Terms and Conditions

1.1. <u>General terms and conditions</u>. The General Terms and Conditions (hereinafter referred to as the "GTC") of the Company apply to all deliveries of the Software and the provision of Services by the Company to the Customer, as well as to any related obligations that may arise between the Company and the Customers.

1.2. <u>Use of GTC</u>. The GTC form an integral part of the Agreement concluded between the Company and the Customer and are valid in full, unless otherwise agreed in writing between the Company and the Customer. In case of discrepancy or differences between the mutual rights and obligations of the Company and the Customer contained in the GTC and a separate Order, the terms of the Order concluded between the Parties shall prevail over the wording of the GTC, only to the extent of deviating provisions.

1.3. <u>Amendments to the GTC</u>. Changes or amendments to the GTC are valid and effective only if they have been confirmed in writing by the Company. The Customer and the Company agree that the Company is entitled to unilaterally amend the GTC and notify such change to the Customer and the Customer is obliged to familiarize itself with such changed GTC; publication of the amended GTC on the Company's website (www.emarkanalytics.com) shall be considered a notification of the amendments to the GTC. In the event that the Customer does not agree with the amended GTC, he shall express this in writing (a message delivered to the e-mail address: emark@emarkanalytics.com) no later than 5 calendar days from the date of publication of the amended GTC. In such a case it is at the Company's discretion whether its accepts Customer's reservations in full and confirms that the Customer will be subject to the original version of the GTC or whether it negotiates with the Customer special provisions deviating from the amended version of the GTC or whether it suspends the provision of the Subject of Performance with immediate effect and returns (if they have already been paid in advance) all funds for the Subject of Performance not yet provided. General terms and conditions of the Customer are not applicable to the mutual relations between the Customer and the Company, even if the Company provides performance to the Customer on the basis of the Order.

1.4. <u>No benefits for third parties</u>. The Company's warranties and other obligations under the Agreement arise only against the Customer and for the Customer's sole benefit. Except as provided in applicable law, no other person or entity shall be deemed to be a third party to whom the Company grants any benefit, claim or other right under the Agreement, nor is otherwise entitled to accept or enforce any rights or claims against the Company in connection with the Agreement.

2. Terms and Definitions

2.1. <u>Terms and their Definitions.</u> The terms below have the following meanings:

2.1.1. "**Price**" is a payment for the delivered Services, the amount or method of determination of which is specified in the Agreement.

2.1.2. "**Service Provision Period**" means the date agreed by the Parties or the period within which the ordered Service will be duly provided, if the Service is of a one-off nature.

2.1.3. "**Delivery Date**" means the day agreed between the Parties as the day on which the Customer will be provided with functional installation files (or functional links to download them) and license keys to the Software, or the day on which the access to the Software will be activated.

2.1.4. "**Documentation**" means any documentation relating to the contractual relationship between the Company and the Customer other than the Order and the GTC, whether in electronic or printed form, in particular the License Provider's terms and conditions relating to the Software and Services published on their websites (links to these websites are provided in the Order and / or on the Company's website). The Documentation may be unilaterally changed, canceled and/ or amended and the Customer is obliged to become acquainted with the amendments hereof. The publication of the amended Documentation on the Company's website (www.emarkanalytics.com) or the websites of the License Providers to which the Order and / or the Company's website refer shall be considered a notification of the amendments to the Documentation. In the event that the Customer does not agree with the amended Documentation, he shall express this in writing (a message delivered to the e-mail address: emark@emarkanalytics.com) no later than 5 calendar days from the date of publication of the amended Documentation. In such a case it is at the Company's discretion whether its accepts Customer's reservations in full and confirms that the Customer will be subject to the original version of the Documentation or whether it negotiates with the Customer special provisions deviating from the amended version of the Documentation or whether it suspends the provision of the Subject of Performance with immediate effect and returns (if they have already been paid in advance) all funds for the Subject of Performance not yet provided.

2.1.5. "**Confidential Information**" means non-public information that is made available to or on behalf of the Party under or in relation to the Agreement and which at the time of publication is identified as confidential or should reasonably be considered confidential or protected with regard to the nature of the information and / or circumstances related to its disclosure. Confidential information does not include information that: (i) is generally available to the public, except in the event of unauthorized disclosure by the receiving Party or one of its representatives; (ii) have been known to the receiving Party prior to the date of their disclosure from a source other than the other Party and the obligation of confidentiality does not apply to that source; (iii) arise from the recipient Party's own activities; or (iv) have been disclosed by the Party to a third party without bounding it by the obligation of confidentiality. In any dispute concerning these exemptions, the burden of proof shall be placed upon the receiving Party, and such evidence shall be clear and conclusive. Any technical, financial and business information in any form, including the content of the Agreement, prices and pricing policy of the Company, shall be deemed to be Confidential Information of the Company.

2.1.6. "**License**" means the Customer's right to use the delivered Software provided by the License Provider in accordance with the License Agreement.

2.1.7. "**License Agreement**" means a valid license agreement concluded between the Customer and the License Provider (*end-user license agreement*), under which the License Provider grants the Customer the License to use the provided Software. The License is generally part of the installation package of the Software

delivered in electronic form (*pop-up license*) and is displayed to the Customer during the installation of the Software or made available in another way.

2.1.8. "**Materials**" mean any materials distributed or made available directly or indirectly by the Company to the Customer and all copies thereof, in whole or in part, in particular: (i) machine readable instructions and code; (ii) technology, files, libraries, modules, offers, algorithms, tools, processes, procedures, calls, routines, metadata, macros, plans, templates, scripts, commands, syntax and other components of the Software and the Results of the Services Provided; (iii) the user interface of the Software and the Results of the Services Provided, all audiovisual content (for example, images, views, shading, colors, layout, associations, structure, location, text, appearance and impression, recordings or images) associated; and (iv) any other material (e.g., license keys, packaging, training materials, consulting services, maintenance and support services, etc.).

2.1.9. "**Intellectual Property Rights**" mean third-party claims against the Customer directly arising out of a fact that the Software and / or Services in the state they were delivered and/ or provided by the Company under the Agreement infringe copyright, trademark, patent or design rights registered by any Member State of the European Economic Area or infringe a trade secret of a third party.

2.1.10. "**Service Provision Time**" means the period of time agreed by the Parties during which the Customer will be provided with the ordered Services by the Company.

2.1.11. "**Order**" means a written document through which the Customer orders the Services and/ or Software, whether in electronic or printed form; prior to the wording of the Agreement and the GBC, the differing arrangements of the Parties contained in the Order shall prevail over the Agreement of the GTC only to the extent they differ.

2.1.12. "**License Provider**" means the holder of the author's property rights to the relevant Software, which is:

a. in the case of Qlik Software, if the license key starts with no. 258: the company QLIKTECH INTERNATIONAL AB, Scheelevägen 24-26, 223 63 Lund, Sweden;

b. in the case of Qlik Software, if the license key starts with no. 46: the company QLIKTECH NORDIC AB, Scheelevägen 24-26, 223 63 Lund, Sweden;

c. in the case of Qlik Software, if the license key starts with no. 31, the company QlikTech Netherlands BV, Evert van de Beekstraat 122, 1118 CN Schiphol, Netherlands;

d. in the case of the Software NodeGraph, the company NodeGraph AB, reg. no 559049-8530, Södra vägen 2, 412 54 Göteborg, Sweden;

e. in the case of the Software Inphinity, the company Inphinity s. r. o., Dúbravská cesta 14, 841 04 Bratislava – Karlova Ves;

f. in the case of the Software Snowflake, the company Snowflake Inc., 450 Concar Drive, San Mateo, CA 94402 USA;

g. in the case of the Software JEDOX, the company JEDOX AG, Bismarckallee 11, 79098, Freiburg im Breisgau, Germany;

h. another company listed as the owner of the relevant Software on the Company's website;

whereas in the specific case, the License Provider is considered to be the relevant entity according to the type of the Software and possibly the relevant license key.

2.1.13. "**Business day**" means a day that is not a public holiday or rest day in the Slovak Republic (including a Saturday that is also not considered a Business Day).

2.1.14. "**Intellectual Property Rights**" mean all rights, titles and claims to all forms of intellectual property, including all patent applications and patents, copyrights, works, design rights, trademarks, trade names, domain names, trade secret rights, sui generis rights, Confidential Information rights, moral rights and other related rights, know-how rights and all other rights related to authorship and / or the creation of artistic, industrial or other intellectual property; and all forms of protection of a similar nature anywhere in the world and of any kind and nature; whether created based on law, contract, agreement or license; whether their results are expressed in tangible or intangible form; whether registered, wherever stored or published; including (i) all registrations, editions, amendments, renewals, continuations, splits and / or copies, in whole or in part, as well as all applications and the right to submit applications for any of the above rights, and (ii) all related legal rights, such as the right to grant a license or otherwise authorize the transfer and / or use of the rights by any third party and / or assert a claim, title or other right arising from any actual or imminent violation relating to the above, and to recover damages, costs and fees for past, present and future violations.

2.1.15. "**Subject of Performance**" means the Software and Services ordered by the Customer.

2.1.16. "**Subscription**" means the period agreed by the Parties during which the ordered Software is made available to the Customer pursuant to par. 4.4 of the GTC.

2.1.17. "**Services**" mean services provided and/ or ensured by the Company under the Order and Art. 6 of the GTC.

2.1.18. "**Software**" means proprietary software developed and owned by the License Provider, delivered to the Customer under the Order.

2.1.19. "**Company**" means the company specified in the Order. The Company is an authorized reseller of all Software, it is entitled to offer and sell Software to end customers, as well as to provide/ ensure the provision of the Services.

2.1.20. "**Affiliate**" means a person who controls, is controlled or is under common control by the Party, and "control" means the legal or de facto ownership of the majority of all voting rights in that Party and only as long as such control exists or can be exerted.

2.1.21. "**Defect**" means a condition where the Software and/ or the Results of the Services Provided do not have the features and functionality specified in the Order as of the date of delivery of the Software and/ or provision of the Services.

2.1.22. "**Results of Services**" mean any tangible or intangible outcome of the Services provided, whether or not it is protected by the copyright and creative intellectual activity of the Company's authorized personnel (especially technology, files, libraries, algorithms, tools, user interface, audiovisual content, etc.).

2.1.23. "**Customer**" means a third party who is interested in the delivery of the Software and / or the provision of Services and who is identified as a customer in the Order.

2.1.24. "**Basic License Support and Maintenance**" means the basic license support and maintenance for the delivered Software specified in the Order and the GTC.

2.1.25. "**Party**"means the Company and the Customer, jointly or individually, as the case may be.

2.1.26. "**Company's Brands**" mean trademarks (national, European and international), logos, trade names, designs or slogans of the Company or its Affiliate or products, services or other activities offered by the Company or its Affiliate, whether or not they are separately registered or final.

2.1.27. "**Agreement**" means a contract between the Parties concluded in accordance with Art. 3 of the GTC which summarizes all contractual arrangements agreed between the Parties, including the Order, GTC and Documentation.

3. Agreement Proposals

3.1. <u>Offer.</u> The Company's proposal for the conclusion of the Agreement addressed to the Customer is non-binding and the data provided by the Company in the price lists, offer sheets as well as in other documents, especially in drawings, sketches, technical documents and on the website are of an indicative nature only and become binding only if expressly confirmed in writing by the Company pursuant to par. 3.3 of the GTC.

3.2. <u>Proposal.</u> The proposal for the conclusion of the Agreement is considered to be the Order completed and signed by the Customer, or the Customer's will to conclude the Agreement manifested clearly and intelligibly.

3.3. <u>Conclusion of the Agreement</u>. The Agreement is concluded the moment the Customer's proposal for the conclusion of the Agreement (Order signed by the Customer) is confirmed by the Company. The actual access to the functional installation files (or functional links to download them) and the license key to the ordered Software as well as the commencement of the provision of Services by the Company is also considered a confirmation of the Order/ acceptance of the Customer's proposal for concluding the Agreement.

4. Software

4.1. <u>License</u>. The License Provider has authorized the Company to deliver the Software to the Customer. The Customer is entitled to use the Software to the extent and under the conditions defined in the License Agreement, the wording of which is mostly part of the installation package of the relevant Software in electronic form and which is displayed to the Customer during the installation process or is otherwise made available; the terms and conditions set forth in the License Agreement define in particular the binding terms of use. Only by accepting the license terms in the License Agreement can the Software installation process (hereinafter referred to as the "**License**") be completed. The Customer is entitled and at the same time obliged to get acquainted with the license conditions of the License Agreement before concluding the Agreement. The license terms are published on the website of the relevant License Provider (links to the websites of License Providers are provided in the Order and/ or on the Company's website).

4.2. <u>Moment of delivery of the Software</u>. The Company is obliged to deliver the Software no later than the Delivery Date specified in the Order, unless otherwise specified by the Company. To assess the timeliness of delivery of the Software and to enable the Customer to obtain the License, the Software delivery is considered to be the moment the Customer is provided with functional installation files (or functional links to download them), license keys to the Software in the amount ordered, or the access to the Software is provided in some other way.

4.3. <u>Provision of License</u>. The License is granted only at the moment the relevant Software was successfully installed on the relevant hardware device or cloud service of the Customer and the Customer's consent with the wording of the License Agreement was granted; possibly at another moment if so specified in the License Agreement; at this point, the Customer and the License Provider become bound by the License Agreement.

4.4. <u>Subscription</u>. Unless provided otherwise, the Software and the Basic License Support and Maintenance are provided for a specified subscription period specified in the Order (hereinafter referred to as the "**Subscription**"). The terms of the Subscription are set out in the License Agreement that the Customer enters into with the License Provider. The Subscription shall commence on the date the functional installation files (or functional links to download them) and license keys to the Software are made available, or the access to the Software was provided in some other way. The Software and Basic License Support and Maintenance are provided first for a limited period until the Price is due, and after full payment of the Price, the Company undertakes to set the right Software terms and conditions with regard to the Subscription. The Subscription is automatically renewed for another period of time after it expires. Either Party may prevent the renewal of the Subscription by delivering a written notice to the other Party no later than 45 calendar days before the expiry of the original Subscription; in such case, the Agreement shall terminate in relation to the Software and the Basic License Support and Maintenance associated with it upon the expiry of the original Subscription. When renewing the Subscription, the Price may be adjusted if so provided in the Documentation or proposed by the License Provider or if it follows from the current price list of the Company valid on the 1st day of the new Subscription.

4.5. <u>Perpetual License</u>. The Software License may also be perpetual (hereinafter referred to as the "**Perpetual License**"). In such a case, the Basic License Support and Maintenance is negotiated with the Company as a special performance pursuant to para. 5.1.1. of the GTC. The Software is provided first for a limited period until the Price is due, and after full payment of the Price the Company undertakes to set the right Software terms and conditions with regard to its permanent use.

4.6. <u>AMP update</u>. The Customer who uses the Perpetual License hereby expressly agrees to the following terms of the update:

4.6.1. <u>Analytics Modernization Program (hereinafter referred to as "**AMP**")</u>. In the case of the Perpetual Licenses "*QlikView Perpetual Licenses*", the Order serves as a means for updating, upgrading and replacing the *QlikView Perpetual Licenses* with a combined QlikView & Qlik Sense subscription, as set forth above (hereinafter referred to as the "**AMP Subscription**") and is subject to the terms laid down in the Order and the License Provider's License Agreement (*Qlik User License Agreement*), which is available at the website of the License Provider: www.qlik.com/license-terms. The AMP Subscription includes Basic License Support and Maintenance provided directly by the License Provider as set forth in the Order and is subject to License Provider's support policies available at the website of the License Provider: www.qlik.com/product-terms. In connection with these provisions, the License Provider and its Affiliates shall be third-party beneficiaries with respect to these provisions and shall be entitled to directly enforce these provisions.

4.6.2. <u>Subscription Conversion</u>. Customer's right to access and use the Software that is the subject of the AMP Subscription begins upon delivery date and shall terminate, unless otherwise terminated, upon the end of the Subscription. Upon delivery of the AMP Subscription, all existing QlikView Perpetual Licenses shall be automatically terminated. The Customer acknowledges and expressly agrees that all rights and

claims related to previously granted QlikView Perpetual Licenses, including the so-called remix rights and price holds agreements shall be terminated and do not apply to AMP Subscription. If the QlikView Perpetual License was subject to specific restrictions on use, those restrictions shall continue to apply to all AMP Subscriptions.

4.6.3. <u>AMP Subscription</u>. The AMP Subscription provides an equivalent Qlik Sense user license for each of Customer's QlikView user licenses, or a capacity-based license, which provides users the right to access both QlikView and Qlik Sense:

    a. <u>User-Based License</u>. For each QlikView named user license type (Named and Document CALs), the AMP Subscription includes an equivalent Qlik Sense user license, which collectively shall be a single user-based AMP Subscription. A user-based AMP Subscription must be assigned to the same named user and may not be shared or accessed by multiple users. For clarity, the QlikView and Qlik Sense licenses are a single user named license and not a bundle offer for two separate named user licenses.

    b. <u>Capacity-Based License</u>. If Customer has QlikView capacity-based licenses (Session or Usage CALs), Customer may opt to (a) retain any QlikView Session or Usage CALs without receiving any Qlik Sense equivalent, (b) erminate and replace QlikView capacity-based licenses with Qlik Sense Analyzer Capacity Packs, which can be used to access either QlikView or Qlik Sense, or (c) change the Capacity-Based License to User-Based License. If the Customer chooses option (b), the Customer's Capacity-Based QlikView Licenses shall terminate upon delivery of the Qlik Sense Analyzer Capacity Packs License.

    c. <u>SaaS License</u>. If the AMP Subscription License includes the Qlik Sense Enterprise SaaS License (QSE SaaS), the use of the QSE SaaS License is governed solely by the applicable SaaS Agreement available at the License Provider's website: www.qlik.com/license-terms, notwithstanding any other agreements. If the AMP Subscription License includes the Qlik Sense Enterprise SaaS License in addition to the Qlik Sense Enterprise Client Hosted License, the QSE SaaS License is governed solely by the License Provider's Qlik Cloud Services Terms available at the License Provider's website: www.qlik.com/license-terms, notwithstanding any other arrangements.

    d. <u>Software Version</u>. The Customer may use the Qlik License Service (hereinafter referred to as the "QLS") to manage the AMP Subscription License provided that the Customer has installed versions of the Software that support QLS. The Customer is required to install the QlikView and Qlik Sense Enterprise editions released in April 2019 (or later) to be eligible to use QLS and Qlik Sense Analyzer Capacity Packs, if agreed. If the Customer chooses not to use QLS or implements the AMP Subscription License with two separate license keys for the QlikView License and the Qlik Sense License, the Customer shall be solely responsible for creating and managing security rules and access controls to comply with the terms of the AMP Subscription License and user restrictions. The Customer shall enable the session and log file function within the Software, however, he the Customer is not authorized to tamper with, delete or modify such files and in

case of any discrepancy must inform the License Providers.

    e. <u>Terms of update</u>. Once executed, the AMP upgrade is non-cancelable with no right to revert to prior license types. Customers who upgrade to the AMP Subscription License may only add users or expand capacity with Licenses that support the deployment on both QlikView and Qlik Sense collectively.

    f. <u>Conditions of change</u>. As part of the AMP update, the Customer may be permitted to remix its QlikView license types in order to achieve a desired Qlik Sense equivalent license type. If the Customer elects to remix, such remix shall be final and no further right to remix shall be provided. Any remix right granted as part of the AMP upgrade shall not entitle the Customer to a refund or credit.

4.6.4. <u>AMP Subscription Fee</u>. The AMP Subscription Fee is based on the current annual price of the Basic License Support and Maintenance of the QlikView Software plus any upgrade fees which shall collectively become the AMP Subscription Fee. If the AMP Subscription License is subject to automatic renewal, the Fee shall not be increased by more than 5% upon renewal. If the AMP Subscription License is purchased before the end of the current Basic License Support and Maintenance Period, the Fee will reflect a credit for any unused and prepaid fees (Prices) of the Basic Licensed Maintenance and Support.

4.6.5. In the event of any conflict between the GTC and the terms and conditions set forth in the Agreement, the GTC shall take precedence.

5. Basic License Support and Maintenance

5.1. <u>Basic License Support and Maintenance</u>. The Company provides Basic License Support and Maintenance in the following ways:

    5.1.1. <u>Subscription</u>. In the case of the Subscription, the Customer orders together with the Software also the Basic License Support and Maintenance which is included in the Price of the Software; the duration of the Basic License Support and Maintenance in such a case shall be the same as that of the Subscription and shall be governed by the same renewal conditions.

    5.1.2. <u>Qlik Subscription</u>. In the case of the Qlik Subscription, Basic License Support and Maintenance shall include the Enterprise-Level Support provided directly by the License Provider and is subject to License Provider's support policies available at www.qlik.com/product-terms. The License Provider and its Affiliates shall be a third-party beneficiaries and shall be entitled to directly enforce these provisions. The Subscription is automatically renewed for the same period after the agreed term ends, and either Party may prevent Subscription renewal if it gives written notice to the other Party no later than 45 calendar days before the expiry of the original term.

    5.1.3. <u>Perpetual License</u>. In the case of a Perpetual License, the Customer orders together with the Software also an annual Basic License Support and Maintenance which, however, is not included in the Software Price and is provided as a separate Service, unless otherwise stated in the Order and/ or the GTC; the term of the Basic License Support and Maintenance shall be automatically renewed for the same period after the agreed term ends, and either Party may prevent

Subscription renewal if it gives written notice to the other Party no later than 45 calendar days before the expiry of the original term; in such case, the Agreement shall terminate in relation to the Basic License Support and Maintenance upon the expiry of the original period. When renewing the Basic License Support and Maintenance, the Price may be adjusted if so provided in the Documentation or specified by the License Provider or if it follows from the current price list of the Company valid on the 1st day of the renewal.

5.2. Content. The Basic Licensing Support and Maintenance includes the services specified by the Company on its website in the "Support" section available at: https://emarkanalytics.com/support/. The Basic Licensing Support and Maintenance is provided in accordance with the terms of the License Provider published on its website (links to the License Provider's website are provided in the Order and / or on the Company's website).

5.3. Level and reaction times. The Company provides various levels of Basic License Support and Maintenance and related response times. Unless otherwise stated in the Order, Basic License Support and Maintenance is provided at the following levels: BASIC SUPPORT and ADDITIONAL CUSTOMER OPERATIONS SUPPORT FROM EMARK.

5.4. Reporting defects. The Customer is obliged to report defects in the Basic Licensing Support and Maintenance to the Company immediately, no later than seventy-two (72) hours after their detection.

6. Services

6.1. Services. According to the Order, the Company undertakes to provide/ ensure the provision of Services to the Customer. The Services are considered to be the services of the Company beyond the scope of the Basic Licensing Support and Maintenance, in particular services in the area of implementation and creation of solutions, testing, consulting services, training, workshops, development services, etc.

6.2. Request for the provision of Services. The Customer shall deliver a specific request for the provision of Services, if it is not already stated in the Order, by telephone or to the e-mail address of the Company's designated contact person (if not available, to the e-mail address: emark@emarkanalytics.com), depending on the nature of the requested Service. Based on the Customer's request delivered according to the previous sentence, the Company will process and assess the request, the job position of the authorized employee, the estimated scope of Services in man-days (MD), the Price of Services and the estimated Service Provision Period / Service Provision Time. The Company shall state these data in the draft text of the Order which will be sent to the Customer.

6.3. Binding Order. In the event the Customer agrees to the content of the Order, the Customer shall send the confirmed Binding Service Order within 5 working days to the e-mail address of the Company's designated contact person (if not available, to the Company's e-mail address: emark@emarkanalytics.com).

6.4. Order Confirmation. Subsequently, the Company either confirms the Order and starts providing the Services under the Order or fails to confirm the Order, in which case the Company will not provide the Services. The factual commencement of the provision of the Services is also considered as confirmation of the Binding Order by the Company.

6.5. Service Provision Period, Service Provision Time and Scope of Services. The Service Provision Period / the Service Provision Time and the Scope of Services shall be determined by the Company with professional care and in agreement with the Customer in the Order. In the case of Services of a one-off nature, the Order shall specify the precise Service Provision Time: a specific date or period. The Company shall make every effort to comply with the estimated Service Provision Time and the estimated Scope of Services. The Customer acknowledges that the Service Provision Time and the Scope of Services may be changed by the Company if necessary to meet Customer's request, and the Company does not in any way guarantee that the estimated Service Provision Time and the estimated Scope of Services will correspond to the Services actually provided. In the event that there is a risk of exceeding the estimated Service Provision Time and / or the estimated Scope of Services, the Company shall notify the Customer of this fact without undue delay while stating the reason; if the Customer fails to notify the Company immediately upon delivery of the notice of exceeding the estimated Service Provision Time and / or the estimated Scope of Services to terminate the provision of Services under the Order, the Company is entitled and obliged to continue to provide the Services necessary to fulfill the Customer's request. In order to calculate the Price of the Services provided above the estimated scope of the Services, the standard rates of the Company specified in the Order, GTC, or in other Documentation shall apply. In the event that the estimated Service Provision Time and / or the estimated Scope of Services are exceeded and the Company fails to justify the excess, the Customer is entitled to withdraw from the Agreement. Prior to the expiry of the Service Provision Period, the Customer shall be entitled to renew the Agreement under the same conditions, unless otherwise agreed between the Parties. An e-mail sent to emark@emarkanalytics.com will suffice to confirm the renewal. In the event that the Customer is interested in the guaranteed Service Provision Period, the Service Provision Time and the Scope of Services, The Customer shall contact the Company with a project proposal request the particulars of which shall be regulated in a separate contract.

6.6. Reaction times. Reaction times for the provision of Services, if agreed with the Customer for selected Services, are specified in the Order.

6.7. Place and method of Service provision. Unless otherwise stated in the Order, the Services shall be provided directly at the Customer's premises or through telephone consultations or via remote access, depending on the nature of the Services and the Company's wishes.

6.8. License to the Results of the Services Provided. In accordance with the conditions of and any applicable restrictions in the Order and the GTC, the Company grants the Customer a non-exclusive, non-transferable, non-publishable right to use any Results of the Services provided exclusively for the Customer's business and / or internal activities. The Customer shall be directly responsible for any use of the Results of the Services Provided that is not in accordance with the Agreement.

6.9. Approval of Services. The approval of the provided Services and their scope shall be performed in accordance with Art. 9 of the GTC.

7. Obligations of the Company

7.1. Professional care. The Company is obliged to perform the subject of the Agreement in accordance with the agreed conditions and with professional care.

7.2. Obligations. An authorized employee of the Company or the License Provider or another person designated by the Company shall perform independently or in cooperation with its associates and partners, in particular, the following activities:

7.2.1. cooperate during the performance of the Agreement with the Customer's employees whom the Customer has designated in writing for cooperation with the Company and has informed the Company of them;

7.2.2. perform inspections and technical activities in relation to the provision of Basic Licensing Support and Maintenance and / or Services in accordance with the Agreement.

8. Customer's Obligations

8.1. Provision of information. The Customer undertakes to provide the Company, prior to and during the execution of the subject matter of the Agreement, with up-to-date information on measures of its organizational nature or measures having a significant impact on the organization of the Company's activities and to promptly notify the Company of any new facts that it becomes aware of or ought to have learned in its activities and that are or may be material to the subject matter of the Agreement.

8.2. Cooperation. The Customer is obliged to provide the Company with all required cooperation during the term of the Agreement, including making available interfaces to third party systems, ensuring the technical and organizational conditions necessary to fulfill the obligations and rights of the Company (e.g. access to workstations, servers via remote access, etc.), or to provide the information necessary to execute the subject matter of the Agreement. The Company shall not be in delay with the fulfillment of its obligations, in particular with the provision of the Services/ delivery of the Software, in the event the Customer fails to provide the requested cooperation. The Customer undertakes to ensure the proper cooperation of all interested external partners and suppliers whose cooperation will be necessary for the implementation of the Agreement.

8.3. Using the Software and the Results of the Services Provided. The Customer agrees to use the Software/ Results of the Services provided in an orderly manner, taking into account the purpose of their use as defined in the Agreement or Materials, to comply with applicable generally binding legal regulations as well as the terms set forth in the Agreement and the Company's instructions

8.4. Payment of the Price. The Customer is obliged to properly and timely fulfill its payment obligations it has towards the Company, as well as any other obligations specified in the Agreement.

9. Price and Payment Terms

9.1. Price. The Company is entitled to negotiate and set the Price for the delivered Software and/ or Provided Services. The Price or the pricing method are specified in the Order. Unless otherwise specified by the Company, the price calculation shall be carried out according to the Company's price list valid and effective as of the date the Order was confirmed by the Company.

9.2. Taxes and fees. The Price does not include value added tax, duties or other similar fees. The Customer is obliged to pay any taxes, duties or other similar fees related to the Price, unless otherwise provided by law or unless the Customer provides the Company in a timely manner with a valid certificate of exemption from such obligation or other evidence that the items are not subject to tax.

9.3. Invoicing and due date. Unless otherwise agreed in the Order, an invoice shall be issued in advance, after the Software and/ or Services for which the Price is payable under the invoice is ordered. The due date of the Price, as well as other claims the Company might have towards the Customer, is 14 calendar days from the date of issue of the invoice or claim against the Customer. In the event of renewal of the Software Subscription Period, Basic License Support and Maintenance Period and / or Service Provision Period, the Company shall issue another invoice immediately upon such renewal, unless otherwise agreed in writing between the Parties. The Price of the Software, Basic License Support and Maintenance and / or Services may be adjusted in such case, if so specified in the Documentation or specified by the License Provider or if it follows from the current price list of the Company valid on the 1st day of the renewal.

9.4. Reimbursement of costs and expenses. The Company shall be entitled to the payment of travel expenses in accordance with the applicable legislation on travel expenses in the event that a trip outside Bratislava (Slovakia) is required. Furthermore, the Company has the right to a reimbursement of cash expenses and other costs if, if duly substantiated by the Company.

9.5. Specification of MD. One (1) man-day is considered to be eight (8) man-hours. The participation of each authorized employee of the Company is considered a separate Service and is charged separately, i.e. multiplied by the number of authorized personnel providing the Service.

9.6. Approval of Services and Their Scope. Unless otherwise specified in the Order, the Company shall, within fourteen calendar days (14) days after the end of the calendar month in which the Services were provided, send to the Customer a statement of works that have been subject to the provided Services, including their content and duration. The minimum billing unit is one (1) man-hour. The Customer is obliged to comment on the Statement of Services within five (5) calendar days from the date of delivery of the Statement of Services. If the Customer does not comment on the Statement of Services within the given period, the Statement of Services has been approved and the Customer has no objections to it. If the Customer objects to the correctness of the Statement of Services within the stipulated deadline, the Customer is obliged to duly substantiate its objections, otherwise the Statement of Services shall be deemed to be approved without reservations; the Statement of Services shall also be deemed to have been approved if Customer's objections are not justified. In the event of Customer's reasonable objections to the Statement of Services, the Company shall correct the Statement of Services and send it to the Customer. In the event that the Company fails to send the Customer a statement of works related to the provision of the Services in accordance with this paragraph of the GTC, this fact shall not prevent invoicing the Price. However, the Customer is entitled to request the Company to submit additional statements within a reasonable time.

9.7. Payment method. The Customer is obliged to pay the Price as well as other receivables of the Company by bank transfer to the Company's bank account specified in the relevant invoice or, if the invoice is not issued, in another manner notified to the Customer (e.g. specified in the Order). The date of payment shall be deemed the date of crediting the amount due to the Company's account.

9.8. Partial payments. Payments received from the Customer, unless otherwise agreed between the Parties, shall be accounted for in preference in the following order: to pay interests on late payments, damages and contractual penalties, and only then the principal of the claim, regardless of different requests of the Customer, shall be paid up. If the Company has several monetary obligations towards the Customer, the payment shall first cover a liability that is not fulfilled or is fulfilled to the least amount, otherwise the obligation that is due the first, regardless of different requests of the Customer.

9.9. Withholding Prohibition. The Customer shall not be entitled to withhold payment to satisfy any claim of the Company due to the active complaint proceeding regarding the Services or claims for damages or contractual penalty.

10. Sanctions, Penalties and Default Interest

10.1. <u>Late payment penalty</u>. In the event that the Customer is in default with the payment of the Company's monetary claim, the Company is entitled to apply a contractual penalty of 0.05% per day of the amount owed to the Customer for each and commenced day of delay until the payment is credited to the Company in its entirety and at the same time a contractual default interest of 0.05% of the outstanding claim for each day of delay; other claims of the Company shall remain unaffected.

10.2. <u>Penalty for delay in performance of the Company</u>. In the event that the Company does not deliver the Software and / or does not provide the Services on time, even within an additional period agreed with the Customer, the Customer has the right to demand a contractual penalty of 0.05% of the Price of the Subject of Performance, with the delivery and/ or provision of which is the Company in delay for each day of delay following the expiry of the additionally agreed period in vain. The basis for calculating the contractual penalty are Prices without VAT.

10.3. <u>Penalty for failure to meet the Response Times</u>. In the event that the Company does not meet the agreed Response Times, even within the additionally agreed period, the Customer is entitled to claim a discount on the Price of the Subject of Performance to which the failure to meet the Response Time relates, up to a maximum of 20% of the Price for the relevant month in which the Reaction Time was not upheld.

10.4. <u>Claim for damages</u>. The Company's claim for damages is not affected by the payment of a contractual penalty or other sanction.

10.5. <u>Agreement on extension of time limits/ periods</u>. In the event of a threat of delay, either Party shall be entitled to request an extension of the period with which it is in default. The requested Party is entitled, but not obliged, to comply with this request. In the event that the requested Party does not approve the extension of the time limit, paragraphs 10.1 to 10.3 of the GTC shall apply. The request for extension of the time limit and its approval or refusal may also be delivered by e-mail to the contact persons specified in the Order.

11. Intellectual Property Rights

11.1. <u>Retention of rights</u>. Unless expressly stated otherwise in the Order, the Parties agree that all Intellectual Property Rights relating to the Software, the Results of Services provided, the Agreement, the Documentation, the GTC and / or Materials, including methodology, designs, Software enhancements, and know-how, are at all time the exclusive property of the Company or its Affiliates or their respective licensors. If the Company or its Affiliates, or their statutory and / or employee, create any invention, work, product or result of creative intellectual activity (e.g., a computer program (software), data analysis with anonymous data, business intelligence solution) in the course of fulfilling the Agreement, the Company shall acquire all and any proprietary rights in thus created intellectual property, without any restriction or prohibition.

11.2. <u>Company's Brands</u>. The Company and / or Affiliates hold property rights to the Company's Brands. Therefore, the Party will not directly or indirectly challenge and / or contest the property and other rights of the Company or Affiliates to the Company's Brands. The Customer or any of its Affiliates shall not use, register or attempt to register any trade name, trademark, designation, design or domain the name of which, in whole or in part, involves the Company's Brand or may create a risk of confusion with any Company's Brands.

11.3. <u>Protection of Intellectual Property Rights</u>. The Parties agree to cooperate to protect the Intellectual Property Rights of the Company and to make reasonable efforts to protect the Intellectual Property Rights of the Company.

11.4. <u>Property rights</u>. The Agreement does not transfer any Intellectual Property Rights of the Company or its Affiliates or their respective licensors to the Customer. In the event that the Company makes any changes to the Software, and / or the Results of Services provided at the Customer's request, and the Company incorporates such changes in the Software and / or the Results of Services, the Company is entitled to change such Software and / or Results of Services, or any changes thereof, the Company is entitled to continue to use such changed Software and / or Results of Services, or any changes thereof, in its business activities, offer them to other customers and use them any other way, without any restrictions or additional claims of the Customer. The Customer is obliged to ensure that third parties grant the Company all consents, permits, rights and licenses to fulfill the above.

11.5. <u>Third Party Materials</u>. The Software may include certain open source software or other software, information files, or other third party materials (hereinafter referred to as "**Third Party Materials**") that are specifically licensed by their respective owners. The Customer is obligated to comply with all license terms for Third Party Materials and to comply with any provisions regarding the source code and its modifications. THE COMPANY DOES NOT REPRESENT THIRD PARTIES, EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT OR THE GTC AND IS NOT LIABLE FOR ANY WARRANTY OR LIABILITIES RELATING TO THIRD PARTY MATERIALS. In light of the foregoing, the Company excludes any liability with respect to the use of Third Party Materials by the Parties to the maximum extent permitted by law.

11.6. <u>Restrictions</u>. The Customer shall not (or allow any third party) unless otherwise agreed in writing between the Parties: (a) copy, modify, re-create the Results of Services and / or any part of the Services and / or modify them in any way and / or delete parts of the Software and / or Results of Services designed to protect the Software and / or Results of Services from unauthorized copying and use, (b) divide, modify, enhance, distribute, decompile, disassemble, reverse engineer the Results of Services, or otherwise attempt to derive the source code of a computer program (software) if it constitutes the Result of Services in any way; (c) distribute the Result of Services as a standalone product or incorporate the Result of Services into any hardware or computer program (software) other than as approved by the Company; or (d) combine or integrate the Results of Services provided with Customer's solutions or any other solutions that may, as the case may be, result in infringement of any Intellectual Property Rights of the Company or third parties.

11.7. <u>Notices</u>. The Party shall promptly notify the Company of any suspected or actual or imminent infringement of the Company's Trademarks or other Intellectual Property Rights of the Company, as well as any claims or allegations that the Results of Services/ Software infringe any third party rights

11.8. <u>Customer's Solutions</u>. The Customer declares that it has all applicable and legal rights to use its solutions, including but not limited to the right to integrate Customer's solutions into the Results of the Services provided/ Software, as well as to otherwise fulfill all Customer's obligations under the Agreement.

11.9. <u>Access and Security</u>. The Customer is obliged to maintain adequate technical and procedural access controls and system security for the protection and is directly responsible for any infringement of Intellectual Property Rights by any person to whom it has granted access to the Software and / or the Results of Services.

11.10. <u>Substantial infringement</u>. Breach of the provisions set out in this Article of the GTC is considered a material breach of the Agreement.

12. Infringement of Third-Party Intellectual Property Rights

12.1. <u>Exclusions</u>. The Company shall not be liable to the Customer for any Intellectual Property Rights Claims that: (a) arise from the unauthorized use, reproduction or distribution of the Software and / or the Results of the Services provided to the Customer, its Affiliates, subcontractors or customers; (b) arise from any modification of or tampering with the Software and / or Results of the Services Provided by anyone other than the Company and the License Provider in the case of their own Software; (c) arise in connection with the use of the Software and / or the Results of the Services Provided in combination with any other software or accessory not expressly stated in the Documentation; or (d) arise in connection with the failure to allow the latest update of the Software and / or the Results of the Services Provided.

12.2. <u>Corrective measures</u>. In the event that the Software and / or the Results of the Services Provided become, or in the Company's opinion are, subject to Third-Party Intellectual Property Rights, the Company is entitled to decide at its own expense and discretion whether to: (a) secure the right to continue using the Software and / or the Results of the Services Provided in accordance with the provisions of the Agreement; (b) make such changes, modifications or additions to the Software and / or the Results of the Services Provided as to exclude the possibility of Third-Party Intellectual Property Rights Claims without compromising the performance or functionality of the Software and / or the Results of the Services Provided; (c) replace the Software and / or Results of the Services Provided with a replacement; or (d) provide the Customer with compensation for the Price of the Subject of Performance already paid which is the subject of a Third-Party Intellectual Property Rights Claim for the period during which the Customer is not authorized to use the Software and / or Results of the Services Provided due to Third-Party Intellectual Property Rights Claims.

12.3. <u>Procedures</u>. All obligations concerning compensatory measures under par. 2.12 of the GTC are subject to the following conditions: (a) the Customer shall provide the Company with immediate written notice of any Third-Party Intellectual Property Rights Claims of which it becomes aware; (b) the Customer shall enable the Company to assume and provide legal defense and protection against the Third-Party Intellectual Property Rights Claims, including deciding on such defense and strategy; (c) the Customer shall make every effort to reduce the impact of the Third-Party Intellectual Property Rights Claims as much as possible (particularly damages, costs and expenses); and (d) the Customer shall provide the Company with the necessary cooperation, documentation, power of attorney and information to the extent that it may reasonably be required in connection with such Third Party Intellectual Property Rights Claims.

12.4. THIS ARTICLE OF THE GTC LISTS ALL LIABILITIES THE COMPANY ASSUMES AND ALSO THE ONLY REMEDIES IN CONNECTION WITH THE BREACH OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES THE CUSTOMER MAY CLAIM. LIMITATIONS TO AND EXCLUSIONS OF LIABILITY UNDER THIS ARTICLE OF GTC SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. Warranty and liability for defects

13.1. <u>Software Warranty</u>. The Company warrants that the Software delivered under the Order shall have the features and functionalities listed in the Order and the GTC for the entire Subscription Period in the case of the Subscription and in the case of the Perpetual License for the first 3 months from the Delivery Date (hereinafter referred to as the "Warranty Period"). The Customer may make a warranty claim only during the Warranty Period.

13.2. <u>Service Defects</u>. The Company shall provide the Services properly and on time in accordance with the Agreement, with professional care in accordance with technical standards and general requirements that apply in the field of information technology. The Company warrants that the Results of the Services Provided have the features and functionality specified in the Order and the GTC as of the date of provision of the Services, otherwise the Services shall be deemed defective.

13.3. <u>Warranty and Defect Claims</u>. The Customer is obliged to inform the Company in writing of any exercise of rights under the Warranty and Defect Claims within 72 hours of becoming aware of a defect in the Software and / or Service, otherwise the warranty and liability for defects shall lapse. In the event of a reasonable complaint placed by the Customer, the Company is entitled, at its own discretion, either (a) eliminate a defect or malfunction of defective or non-functional Software by repair in accordance with the terms of Basic License Support and Maintenance or a special agreement of the Parties or eliminate the defect of the Service by providing a replacement Service; or (b) return to the Customer the Price already paid for the Subject of Performance to which the defect relates for the period during which the Customer is not able to use it due to the defect.

13.4. <u>Price Refund</u>. In the event that the Company chooses to refund the Price paid for a defective Subject of Performance pursuant to clause 13.3 (b) of the GTC, then: (a) the defective Subject of Performance must be returned to the Company without undue delay or the Customer must adequately prove to the Company that the defective Subject of Performance has been destroyed; and (b) Licenses for defective Software shall automatically terminate.

13.5. <u>Limitation of liability for defects</u>. The Company shall not be liable for any defects in the event of: (a) any use of the Software and / or the Results of the Services Provided in violation of the Agreement and / or the Materials; or (b) any unauthorized change or modification to the Software and / or the Results of the Services Provided; or (c) use of the Software and / or the Results of the Services Provided in combination with third party software or hardware not authorized by the Company; or (d) Force Majeure; or (e) corrosive environment, excessive use, lightning, power failure, neglect, carelessness, accident, harmful, improper or unusual use of equipment used in connection with the Software and / or the Result of the Services Provided; or (f) any error or failure due to improper use, improper installation or improper operation of the Software and / or the Result of the Services Provided; or (g) any other action, omission or interference by the Customer and / or a third party who was allowed such interference with the Software and / or the Result of the Services Provided by the Customer or who was not prevented from interfering; or (h) delayed notification of a defect in the Software and / or the Result of the Services Provided; or (i) if the Customer is in arrears with any payment to the Company.

13.6. <u>Procedures</u>. The Customer shall provide the Company with the assistance and means that the Company may reasonably require to determine the cause of the Defects and to perform corrective works under Article. 13 of the GTC. Such assistance also includes granting access to the devices on which the Result of Services/ Software is installed, the Result of Services/ Software itself, other software solutions, or any other data and information needed to properly identify or remedy the Result of Services/ Software.

13.7. EXCEPT AS EXPRESSLY STATED IN THE ORDER OR THE GTC, THE COMPANY MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE AND / OR THE RESULTS OF SERVICES PROVIDED OR SERVICES, OR OTHER CONDITIONS OF THE AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES THAT ARE EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO: FITNESS FOR A PARTICULAR PURPOSE, ENTITLEMENT, NON –

INFRINGEMENT OF RIGHTS, FULFILLMENT OF OBLIGATIONS, QUALITY, RELIABILITY. IF THE RIGHTS OR REFUNDS UNDER THE LAW ARE MANDATORY, THESE SHALL BE EXERCISED IN ACCORDANCE WITH SUCH LAW, PROCEDURES AND RESTRICTIONS EXPRESSLY SET FORTH BY THIS LAW. THE COMPANY MAKES NO WARRANTY THAT THE SOFTWARE AND / OR THE RESULTS OF THE SERVICES PROVIDED ARE COMPLETELY FREE OF ERRORS OR THEIR OPERATION WILL BE COMPLETELY UNINTERRUPTED OR ERROR-FREE.

14. Limitation of Liability

14.1. THE COMPANY, ITS AFFILIATES OR RESPECTIVE LICENSORS OR SUPPLIERS SHALL NOT BE LIABLE FOR DAMAGES, LOST PROFITS, LOSS OR DAMAGE TO DATA, TITLE, GOODWILL OR REPUTATION, INACCURACY OF ANY INFORMATION AND DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR SOFTWARE, OR ANY DIRECT, INDIRECT, EXPRESSED OR IMPLIED DAMAGES OR ANY OTHER LIABILITY CLAIMS (INCLUDING NEGLIGENCE OR OBJECTIVE LIABILITY) NOT EVENT IF THE POSSIBILITY OF THE INCURRENCE OF THESE DAMAGES WAS NOTIFIED OR POSSIBLE.

14.2. LIMITATION OF THE COMPANY'S LIABILITY IS INDEPENDENT FROM ANY AGREEMENTS AND SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAWS. LIMITATIONS AND EXCLUSIONS OF LIABILITY OF THE COMPANY THAT ARE NOT IN ACCORDANCE WITH LAW SHALL BE CONSTRUED AS THE WARRANTIES AND LIABILITY WILL BE PROVIDED BY THE COMPANY TO THE MINIMUM EXTENT PERMITTED BY LAW. IF RIGHTS OR REFUNDS MANDATORY BY LAW ARE TO BE IMPLEMENTED, THEY ARE IMPLEMENTED IN ACCORDANCE WITH THIS LAW, PROCEDURES AND RESTRICTIONS EXPRESSLY PROVIDED FOR BY THIS LAW.

14.3. If a statutory regulation does not stipulate a longer period of time, any Customer's claim under the Agreement and the GTC may only be asserted against the Company no later than one (1) year from the date on which it has arisen, otherwise the Customer's claim shall expire; this does not affect shorter deadlines within the meaning of the Agreement and / or relevant generally binding legal regulations.

15. Liquidated damages

15.1. Liquidated damages. The Company and the Customer are obliged to prevent the occurrence of any damage and / or injury that may occur to the other party during the term of the Agreement as a result of a breach of their contractual and / or legal obligations. The maximum liability of the Company and its Affiliates for damages under the Agreement, regardless of the legal basis of liquidated damages, whether contractual or legal (including, but not limited to, negligence or strict liability) in total shall not exceed the total Price paid by the Customer for the Subject of Performance provided during the first twelve (12) months from the conclusion of the Agreement.

16. Other Provisions

16.1. Non-exclusivity. All rights granted or implied to the Customer under the Agreement are non-exclusive. The Company reserves the right to market, promote, distribute, sell, license the Service Results and provide the Service Results to third parties without any restrictions, and nothing in the Agreement restricts the Company in any way to appoint other distributors, resellers, OEM partners, license purchasers or agents, or directly or indirectly market, reproduce, distribute, or sell the Services anywhere in the world. All rights not expressly granted by the Company to the Customer are exclusive rights of the Company.

16.2. Feedback. The Customer is not obliged to provide any suggestions or feedback to the Company in connection with the Services provided, but if the Customer chooses to do so, the Company may use these suggestions or feedback for any purpose, including the development and improvement of the Services, without any liability, limitation or obligation to provide the Customer with any compensation.

16.3. Recommendations and case studies. The Customer hereby grants the Company the right to list the Customer as a partner of the Company in advertising and marketing materials, in particular on the website of the Company / or its Affiliate, at presentations to potential customers or partners and in other promotional materials of the Company and / or its Affiliate. The Customer also agrees to use the case studies for the purposes of marketing and promoting the Software and / or Services; "Case studies" mean a description of the Software deployment process and / or the provision of Services to the Customer, including the Customer's name, statements of the Customer's representative, contact information, key performance indicators, solutions, etc.

16.4. Prohibition of competition. The Company and the Customer undertake not to, during the term of the Agreement and within twenty-four (24) months thereafter, engage, directly or through third parties, in any manner that results or may entice the customer, business partner or employee of the other Party, or that results in, or may result in, disrupting, or adversely affecting the other Party's business, partnership or employment relationship with customers, business partners, or employees.

17. Confidentiality

17.1. Confidentiality. Each Party shall maintain the confidentiality of the Confidential Information of the other Party and not disclose or use such Confidential Information. The outputs of the Parties' cooperation (in particular architecture, analytical models, connectors, etc.) in their anonymized form shall not be considered as Confidential Information; the Company may continue to use these outputs of the cooperation at its discretion.

17.2. Disclosure. The Party may only disclose the Confidential Information of the other Party to its own employees or external personnel who need to know this Confidential Information for the purpose of fulfilling the rights or obligations under the Agreement and the GTC and who are committed to keeping such Confidential Information confidential. The Party to whom Confidential Information has been entrusted may not disclose the Confidential Information within its own organization, to the Affiliate or subcontractors, except those who need to know the Confidential Information in connection with the business relationship between the Parties. Notwithstanding the foregoing, the Party may disclose the Confidential Information of the other Party to a court, administrative or other public authorities upon their request to the extent permitted by law and provided that it promptly informs the other Party of such disclosure so that it may employ reasonable means of protection.

17.3. Duration. Each Party is required to maintain confidentiality under this Article for the duration of the Agreement and for a period of five (5) years following termination of the Agreement, but provided that this is due to the nature of each Confidential Information. The Party may also be required to maintain the confidentiality of such Confidential Information for a longer period of time (in particular, but not limited to, business secrets, protection of personal data within the meaning of GDPR.

17.4. Special contractual arrangements. In the event that a special agreement on confidentiality or the provision of confidential information is concluded between the Parties, the

provisions of this Article of the GTC shall apply only if this special agreement provides otherwise.

17.5. Substantial breach of obligations. Violation of the obligations set out in Art. 17 is considered a material breach of the Agreement.

18. Privacy Policy

18.1. GDPR. The Company hereby confirms that it processes the personal data of the data subjects in accordance with the General Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data (hereinafter referred to as "**GDPR**") and Act no. 18/2018 Coll. on the protection of personal data and on amendments to certain acts. More information about the privacy policy is published on the website:

https://emarkanalytics.com/sk/privacy_policy/.

18.2. Persons concerned. The Company processes the personal data of the persons concerned, in particular the Customer's employees, its statutory representatives, or other contact persons with whom communication is necessary for the performance of the Agreement. The Customer undertakes to make the information obligation under this Article of the Agreement available to these concerned persons.

18.3. Recipients. The Company does not disclose personal data of data subjects to third parties or entities, with the exception of the Company's partners, as well as entities providing the Company with accounting services, legal services, IT services, etc., and these are therefore considered recipients within the meaning of GDPR. If so provided by law, personal data may also be provided to public authorities.

18.4. Categories of personal data. The Company only processes the common personal data of the persons concerned, in particular to the following extent: name and surname, job title, e-mail address, telephone contact.

18.5. Purpose. Personal data is processed for the purpose of the proper performance of this Agreement, as well as for the exercise of rights and obligations relating to the Customer-Company relationship.

18.6. Legal basis. The legal basis for the processing of personal data in question is a legitimate interest under Art. 6 par. 1, par. (f) GDPR. The legitimate interest in this case is the interest of the Parties in concluding and performing the Agreement, where personal data of persons who are not a party but who are contact persons of the Party (e.g. statutory body, authorized employee) are processed).

18.7. Retention period. Personal data will be processed for no longer than is necessary to fulfill the purpose of processing personal data, i.e. at least 4 years from the date of termination of the Agreement, or longer if so provided by the generally binding legal regulations.

18.8. Rights of the data subject. The data subject has several rights under the GDPR, namely the right of access to personal data, the right to rectify and / or supplement data, the right to have them deleted, the right to limit their processing, the right to object to their processing and the right to file a complaint with the Supervisory Authority - the Office for Personal Data Protection. Individual rights can be exercised by sending a request to the Company's email address or by sending a written request to the Company's registered office address.

18.9. Provision of personal data. The provision of personal data of the persons concerned is voluntary, but failure to provide such data may result in the inability to perform the Agreement properly and the obligations arising therefrom.

18.10. Personal data processing agreement. The provision of certain Services may, under GDPR, involve the processing of personal data of the persons concerned on behalf of the Customer as the controller. In such a case, the Customer as the controller shall entrust the Company as the processor with the processing of personal data in accordance with Art. 28 of the GDPR, for which purpose a contract on the processing of personal data shall be concluded between the Parties in accordance with Art. 28 par. 3 GDPR.

19. Term of the Agreement

19.1. Entry into force. The Agreement shall enter into force and effect on the date of its conclusion by the Parties pursuant to Art. 3 of the GTC.

19.2. Termination of the Agreement. The Parties agree that the Agreement shall terminate:

19.2.1. in relation to the Software upon the expiry of the Subscription Period, unless renewed;

19.2.2. in relation to Basic License Support and Maintenance in the case of a Perpetual License at the end of the agreed period, unless renewed;

19.2.3. in relation to the Services with the agreed Service Provision Time, the moment of proper fulfillment of all rights and obligations of the Parties;

19.2.4. in relation to the Services with an agreed Service Provision Period upon the expiry of the Service Provision Period, unless renewed;

19.2.5. in relation to the Services, following termination on the part of either Party;

19.2.6. withdrawal from this Agreement by either Party for reasons specified in the Agreement or relevant generally binding legal regulations;

19.2.7. by agreement of the Parties;

19.2.8. otherwise provided for in the GTC.

19.3. Termination of Agreement. The Agreement may be terminated by both Parties without written reason by sending an unilateral written notice, even without giving a reason. In such a case, the Agreement shall terminate upon expiry of the notice period. The notice period is three (3) months and begins on the first day of the month following the month in which the notice was delivered to the other Party. Zmluvné strany nie sú povinné si vrátiť už poskytnuté plnenie.

19.4. Withdrawal of the Company from the Agreement. The Company is entitled to withdraw from the Agreement in particular:

19.4.1. in the event that the Customer breaches any of its obligations under the GTC and no remedy occurs even within the additional period provided to the Customer by the Company,

19.4.2. if it is proven that any statement or information provided by the Customer that has a material effect on the performance of the Agreement is false or incomplete.

19.5. Withdrawal of the Customer from the Agreement. The Customer is entitled to withdraw from the Agreement if the Company does not deliver the Software on the Delivery Date or within the additional period agreed with the Customer, or fails to provide the Services properly and on time, even within the additional period agreed with the Customer.

19.6. Effects of withdrawal. In the event of withdrawal from the Agreement by either Party, the Agreement shall be terminated in its entirety upon delivery of such withdrawal to the other Party.

19.7. <u>Survival clause.</u> All provisions of the Documentation relating to the Company's intellectual property rights, limitations of liability, confidentiality, non-competition, applicable law and jurisdiction of the courts and those rights and obligations the nature of which permits shall be maintained after the termination of the Agreement.

20. General Provisions

20.1. <u>Assignment.</u> Neither Party shall assign in any way the Agreement or any rights and obligations arising from the contractual relationship to any third party without the prior written consent of the other Party. All provisions of the Agreement, the GTC and Documentation shall be deemed binding and shall be legally enforceable against the successors of the Company or the Customer.

20.2. <u>Collection and use of statistical information</u>. The Company may collect and use certain statistics to optimize, support and improve the performance and functionality of the Services and the Results of Services. "Statistics" mean non-personal, statistical, demographic or user data or metadata created in connection with the use of the Services and the Results of Services. The statistics do not contain any personal data or data that would be able to identify a specific individual and the rights to them remain with the Company.

20.3. <u>Legal compliance</u>. In performing the Agreement, the Customer agrees to comply with all applicable laws and regulations, which may include European Union export inspection laws and regulations, as well as regulations published by the Council or Parliament of the European Union (hereinafter referred to as "**Export Control Laws**"). The Party is required to ensure compliance with these laws and to protect the Company, its managers, agents and employees from any damages, costs, claims, penalties, actions, litigation and any other obligations or responsibilities (including legal representation costs) that may be incurred by the Company in connection with Customer's failure to comply with the Export Control Laws.

20.4. <u>Force Majeure.</u> In the event that the delay in fulfilling the obligations of the Parties is due to the Force Majeure, the Parties agree that the relevant time limits under the Agreement shall be extended for the duration of the Force Majeure. In the event that the delay of the Party due to the Force Majeure lasts for more than 3 calendar months, the other Party is entitled to unilaterally terminate the Agreement. Force Majeure means a circumstance which has occurred independently of the will of the Parties, is unpredictable, insurmountable and unavoidable, in particular a flood, fire, earthquake or other natural event or disaster, emergency, riot, insurrection, strike, invasion, war, or a state of emergency, act of terrorism, epidemic / pandemic or outbreak of a contagious disease (e.g. COVID-19 caused by the coronavirus SARS-CoV-2), change of legislation, including the adoption of new legislation, or generally binding measures issued by public authorities, including quarantine measures, embargoes, export or import restrictions or other prohibitions and orders.

20.5. <u>Notices</u>. All notices and any other communication and documentation drawn up under the Agreement relating to breach or termination of the Agreement must be in writing and delivered in person, by post or by courier. The consignment shall be deemed to have been the received the moment the addressee takes it over; in the event the addressee fails to take over the consignment, the consignment shall be deemed to have been received on the day on which the consignment is returned undelivered or marked as undeliverable. In the event of a change of address, the relevant Party shall notify the other Party in writing without undue delay.

20.6. <u>Waiver</u>. If either Party disregards or pardons any failure, breach, delay or failure to comply with any obligation under the Agreement or the GTC, then such conduct shall not constitute a waiver of such obligation with respect to its continued or subsequent occurrence or to any future breach or failure to comply and no such waiver will be considered effective unless it is expressed in writing in each individual case.

20.7. <u>Decisive right</u>. The mutual relations of the Parties arising from the Agreement and the GTC shall be governed by the law of the Slovak Republic, in particular by the provisions of the Commercial Code. The Parties hereby exclude the application of any conflicting provisions which would determine a law other than that of the Slovak Republic as the law applicable.

20.8. <u>Jurisdiction of the courts</u>. The Parties undertake to resolve any disputes that arise during the performance of the Agreement and the GTC by preference by mutual agreement. Should any attempt at reconciliation be unsuccessful, the Party which feels impaired in its rights shall take the case to the competent court. All disputes arising between the Parties shall be settled definitively by the competent court of the Slovak Republic.

20.9. <u>Severability</u>. In the event that any provision of the Agreement and the GTC, including its annexes and / or parts, becomes invalid and / or ineffective, such invalidity and / or ineffectiveness shall have no effect on the validity and / or effectiveness of other provisions, unless otherwise provided by applicable law. The Parties agree to replace the invalid and / or ineffective provisions with a new provision which, by its nature and nature, corresponds most closely to the original provision.