

Terms and Conditions 1.1

Valid and effective from 6. 30. 2022

1. DEFINITIONS AND INTERPRETATION OF TERMS

1.1. The Company means the business corporation B-ted Technologies, Company registration No.: 142 70 944, with its registered office at 6th Read 46000, Rawalpindi, Punjab Pakistan , registered with the Commercial Register of the Municipal Government of Pakistan, within the ownership of Ahmad Hassan, file E 174567.

1.2. The Customer means any business corporation or natural person conducting a business who purchased and/or uses the Software Product of the Company. So as to avoid doubt, it is stipulated that every person identifying him/herself with respect to the Company under its company registration number is considered an entrepreneur. In accordance with this provision, the acquirer to whom the licence for the Software Product was transferred by the original Customer also becomes a Customer.

1.3. The Software Product means a data file, including the software of the Company and also all previous upgrades and plugins that have been provided to the Customer by the Company for the original Software Product. The Software Product is not the subject of purchase; only the right to use it (the licence) is provided.

1.4. The Product is a collective term for the Software Product and the Services of the Company. Up-to-date information on the various Products is available on the Company website. In the event of any questions about the Products, the Customer can also contact the Company's Representative, the Company's contact points (a contact list is posted on the Company website) or the Company's call centre.

1.5. The Representative means an agent or an employee of the Company through which the Customer can, among other things, order a licence for the Company's Software Product.

1.6. The Licensing Agreement means an Agreement between the Company and the Customer, under which the Customer is granted a licence for the Software Product.

1.7. The Parties mean the Company on the one hand and the Customer on the other. So as to avoid doubt, both Parties declare that they conclude the Licensing Agreement in connection with their business.

1.8. The Contractual Relationship means a legal relationship between the Company and the Customer established by the Licensing Agreement.

1.9. The Price List means a list of prices of the individual Products of the Company and combinations thereof. An up-to-date version of the Price List is always available on the Company website and, in a written format, also from the Representatives of the Company. All Product prices include VAT unless explicitly stated otherwise. The Price List is an integral part of the General Terms and Conditions – Software Product.

1.10. The Company Account means the account with IBAN CZ6720100000002000445500, SWIFT/BIC FIOBCZPPXXX numbers or any other Company Account available on the website.

1.11. The GDPR means the Regulation of the European Parliament and Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (Data Protection Directive) and other relevant legal regulations related to the personal data protection valid and effective in the Czech Republic.

2. INTRODUCTORY PROVISIONS

2.1. The following General Terms and Conditions – Software Product of the Company (hereinafter the “GTC”) form an integral part of the Licensing Agreement and govern the rights and obligations of the Parties arising in connection with the Licensing Agreement or the use of the Software Product.

2.2. The headings contained in the present GTC serve only to provide better orientation. If the provisions of the present GTC ever refer to the singular, these references also include references to the plural and vice versa.

2.3. By entering into the Licensing Agreement, the Customer expresses its consent to all the provisions of the present GTC. Provisions of the order diverging from those laid down in the GTC take precedence over the provisions of the present GTC.

2.4. So as to avoid doubt, the Parties acknowledge that in the event that, for a certain limited period of time, the Company offers the Customer more favourable conditions for the use of the Products than those provided by the present GTC and the Customer meets all the conditions specified for obtaining this special promotional offer, this special promotional offer of the Company prevails over the relevant provisions of the present GTC.

3. CONCLUSION OF LICENSING AGREEMENT; PAYMENT AND DELIVERY TERMS AND CONDITIONS

3.1. The Customer is entitled to order the Software Product in the following manner:

a) by a written order delivered to the Company or a scanned written order delivered to the Company’s email address indicated for this purpose on the Company website,

b) by an electronic order through the Company’s web interface,

c) by telephone, on condition that all the essential elements set out below are agreed on and provided, and accepted by the Customer and the Company,

and on condition that the Company makes this way of ordering a Software Product available in the country where the Customer intends to use the Software Product.

3.2. The Parties consider the following details as essential elements to be included in the order:

a) Customer identification – company name/trade name, company registration number, registered office/place of business, email address of the Customer, name of the person representing the Customer, telephone number,

b) name of the Software Product and, where applicable, the version and period for which the licence for the Software Product is to be granted,

c) price and method of payment for the licence for the Software Product.

3.3. The Licensing Agreement is concluded only at the time when, after the start of the installation process, the Customer enters the unique licence code and accepts the General Terms and Conditions of the Company relating to the Software Product displayed there. The Customer may acquaint itself with the General Terms and Conditions relating to the Software Products in advance on the Company website. Unless the Customer accepts the General Terms and Conditions in question, the Customer is not permitted to install the licence for the Software Product and, with respect to the section relating to the Software Product, the Agreement is not concluded.

3.4. The Customer agrees to the Company issuing the tax document (invoice) in electronic format. The Customer also agrees that, after the successful activation of the Software Product, the invoices (tax documents) are only sent to its customer account accessible on the Company's web interface.

3.5. In the case of the first payment, the price of the licence for the Software Product is payable no later than 10 days after the invoice date, unless a different due date is indicated on the invoice, as follows:

a) online by card through a payment gateway, or

b) by a bank transfer to the Company Account.

3.6. In the case of the next payment for the licence for the Software Product, the Customer will pay the price for the licence for the Software Product by a bank transfer to the Company Account no later than on the 10th (tenth) day of the first month in the period for which the licence is paid for, unless a later due date is indicated on the invoice. In the event of a delay in payment for the licence for the Software Product, the Customer is also under an obligation to pay statutory interest on the late payment in accordance with the applicable legislation.

3.7. The Company is registered for VAT. Along with the prices, the Company charges VAT in the amount applicable at the time of the taxable transaction in accordance with the applicable legal regulations. The price including VAT includes VAT in the amount applicable on the date of the acceptance of the order.

3.8. Any payment made by the Customer to the Company Account will first be set off against the payment of any debts the Customer may have (regardless of the cause of the debts – i.e. reimbursement for damages, contractual penalty, etc.) and accessories, and then towards the price for the licence for the Software Product.

3.9. The Customer will receive a unique licence code for the Software Product within 3 (three) working days from the payment of the price for the licence to the Software Product for a specified period in accordance with Art. 3.5 of the present GTC.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

4.1. The Customer is entitled to use the Software Product solely for its own needs and only for the purpose for which it was intended.

4.2. The Customer acknowledges that the software of the Software Product is owned by the Company and protected by legal copyright.

4.3. The Customer is forbidden to tamper with the Software Products of the Company in any way, make any modifications thereto that are not related to the Customer's settings, create copies, duplicates or imitations of the Software Product or interfere with the functioning of the Software Product in any way or perform any reverse engineering. The Customer is not entitled to rent or transfer the licence for the Software Product without the prior written consent of the Company.

4.4. A Customer who has concluded a valid Licensing Agreement with the Company is provided with a licence for the Software Product which is non-transferable, non-exclusive and valid in the country where the Customer uses the Software Product and which is provided only insofar as to permit the proper use of the Software Product by the Customer. The period for which the licence for the Software Product is granted is set out in the Licensing Agreement.

4.5. The Customer is under an obligation to inform the Company without undue delay of the following:

a) any change in its details, i.e. in its title/trade name/name, registered office/place of business or, where appropriate, other details provided to the Company in connection with this Agreement or any change thereof or during the performance of any Service provided by the Company;

b) any change of the contact person or replacement or discharge of the proxy or expiration of any authorisation which was granted by the Customer and which may be used when dealing with the Company; this obligation also applies to an authorisation, if any, to act on behalf of the Customer which has not yet been entered in the Commercial Register, another public register or a similar foreign register;

c) any facts and/or changes which may be reasonably assumed to have a significant impact on the provision of the Software Product by the Company or any changes or events which it may reasonably be assumed can adversely affect the Customer's ability to fulfil its obligations to the Company (e.g. a request to open insolvency or enforcement proceedings against the Customer, etc.).

4.6. The Customer is required to acquaint itself without undue delay with the content of every message

delivered to it by the Company, including messages delivered to its customer account accessible on the Company's web interface. To this end, the Customer is under an obligation to check its customer account regularly.

4.7. The Customer is not entitled to use the Software Product in a way that could destroy, disable, overload, disrupt, damage or otherwise restrict or threaten the Software Product or the data network with which the Customer works when using the Software Product, or which could prevent, restrict or threaten the use of the Software Product by other customers.

4.8. The Customer is not entitled to use the logo, name, trade name or other details of the Company on any of its advertising or other materials without the prior written consent of the Company.

4.9. The Customer is encouraged to back up and archive data obtained through the Software Product regularly and then verify whether an error-free data backup was created.

4.10. The Customer acknowledges that failure to use the Software Product, if any, does not give rise to any compensation, refund, discount or reduction in the price of the licence for the Software Product or a refund of any payments by the Company.

5. RIGHTS AND OBLIGATIONS OF THE COMPANY

5.1. Because of the nature of the Software Product, the Company reserves the right to:

a) modify the Software Product in order to improve its quality,

b) change the technical parameters of the Software Product, if this is necessary for its full functionality.

5.2. The Company is entitled to suspend or restrict the operation of the Software Product for the period necessary for maintenance or repair of the Software Product or in the event of a breach of security and integrity of the Software Product, for data protection purposes or when a threat or vulnerability is detected, or upon the decision of a state authority, in emergency situations or because of other important public interests.

5.3. The Company is also entitled to restrict or suspend the operation of the Software Product without prior notice to the Customer in the event that:

a) the Customer fails to pay the price of the Software Product duly and in a timely manner;

b) the Customer uses the Software Product in a way that may negatively affect the functioning of the Software Product or its integrity or quality with respect to other customers;

c) there are reasonable grounds to suspect that the Customer is misusing the Software Product that has been provided.

5.4. As soon as the reasons for restricting or suspending the operation of the Software Product stated in Art. 5.2 of the present GTC and/or Art. 5.3 of the GTC cease to exist, the Company will restore the functioning of the Software Product for the Customer without undue delay. During the time of restricted or suspended functioning of the Software Product for the reasons stated in Art. 5.2 of the present GTC and/or Art. 5.3 of the GTC, the Customer pays the full price of the Software Product. The Company is entitled, in cases where the operation was restricted or suspended for the reasons stated in Art. 5.3 of the present GTC, to request the Customer to pay the costs related to the re-commissioning of the Software Product.

5.5. The Company is entitled to collect, process and store information about the use and operation of the Software Product.

6. CUSTOMER'S PERSONAL, IDENTIFICATION AND OPERATING DATA

6.1. The personal data includes, in particular, the name and surname, title, date of birth, residence or other address provided by the Customer, telephone number, email address, data collected in marketing surveys, bank account details or payment history, etc. The identification data includes, in particular, the trade name, title, registered office, place of business, company registration number, telephone number, email address, data collected by marketing surveys, bank account details or payment history, etc. The operational data includes all data collected or processed by the Company during the use of the Software Product by the Customer, with the exception of the personal and identification data.

6.2. The Company collects, processes and protects the personal data in accordance with the GDPR. Detailed information on the handling of personal data and its protection is available on the Company webpage.

6.3. The Customer's personal, identification and operating data is collected and processed, in particular, for the following purposes:

- a) a purpose to which the Customer has given its explicit consent;
- b) processing which is necessary for the performance of the Licensing Agreement;
- c) protection of the rights and legitimate interests of the Company or third parties;
- d) fulfilment of the Company's obligations required by special legislation;
- e) processing necessary to carry out tasks in the public interest or in the exercise of official authority for which the data controller is responsible.

6.4. The Customer gives its consent to the Company for the processing and categorisation of the Customer's identification and operating data.

6.5. If no longer period is stipulated by special legislation or the Company's documentation related to the processing and protection of personal data, the Customer's personal, identification and operating data is processed and stored for the duration of the Licensing Agreement and a maximum period of 10 years following the expiry of the Licensing Agreement.

6.6. The Customer's personal, identification and operating data is collected and processed directly by the Company, Representatives or other entities with which an agreement to this end has been concluded by the Company, electronically in an automated or manual manner or manually in a hard copy.

6.7. The Customer declares that:

a) it was duly informed about the collection, processing and storage of personal, identification and operating data;

b) it was informed of the fact that it provides the personal, identification and operating data to the Company of its own accord and, in the event that it has provided its consent to the Company for the processing of personal data beyond the minimum necessary for the performance of the Licensing Agreement, such consent to the processing of personal data may be withdrawn by a written notice delivered to the Company address designated for this purpose and provided on the Company website;

c) it is hereby informed by the Company about its right of access to its personal data processed by the Company, right to data correction and deletion, right to the restriction of data processing, right to transfer its personal data, right to object to the processing of its personal data and right to make a complaint to the supervisory authority.

7. DATA STORED BY THE CUSTOMER

7.1. The Company does not check the data stored or downloaded by the Customer from the Internet to

the restricted area (the cloud).

7.2. Therefore, the Customer assumes full responsibility for the security of stored or downloaded data. The Customer undertakes to comply with the legal regulations, in particular the GDPR, including obtaining consent from third parties, if necessary.

7.3. If the Customer's cloud service is activated, all information collected by the Company is stored and kept in secure systems accessible only to authorised employees of the Company in the event of maintenance, etc. The systems are subject to permanent surveillance to ensure confidentiality, integrity and information security, including protection against outside intrusion. The Company complies with all security regulations laid down by the applicable legislation.

7.4. When using cloud services (e.g. remote POS management and work with cloud modules), "cookies" are used. The term "cookie" refers to data that is active only during a single user session and which is sent from a website to the user's computer for faster identification. By changing the browser settings, the Customer may disable the cookies at any time. This change may result in certain functions of the Software Product being slowed down or access to them prevented.

8. COMMUNICATION WITH THE CUSTOMER, DELIVERY

8.1. The Company is entitled to send the Customer messages or information related to the Licensing Agreement, present GTC and all matters related to the Company's Products. The Company is entitled to send such messages or information to the Customer to its customer account accessible on the Company's web interface, by email or by other technical means.

8.2. The Customer sends messages and communications to the Company by postal services or email to the address of the Company which is indicated on the Company website to this end.

8.3. The messages or communications are considered as having been delivered when entering an area

within reach of the recipient. If the message or communication is delivered to the Customer's customer account accessible on the Company's web interface, it is noted that it is considered as having been delivered when it is entered into the Customer's customer account accessible on the Company's web interface. If the Company delivers a message or communication to the Customer's email address, this email message is considered as having been delivered when it is properly dispatched from the email address of the Company. The responsibility for the fact that the email sent to the Customer by the Company was delivered to, for example, the Customer's spam folder and, for that reason, the Customer failed to read it, is not borne by the Company.

9. LIABILITY FOR DEFECTS, WARRANTY

9.1. The Company provides a warranty for the error-free functioning of the Software Product; the Company is responsible only for the functioning of the current versions of the Software Product and not for defects in earlier versions for the duration of the Licensing Agreement, provided that there was no breach of the obligations by the Customer.

9.2. The Parties agree that the Customer cannot withdraw from the Licensing Agreement or demand a price discount in the event that the Software Product is defective, the defect can be remedied, and the Company is prepared to:

- a) remedy such a defect;
- b) take steps towards remedying the defect of the Software Product without undue delay; and
- c) remedy the defect within a reasonable period.

9.3. The Customer acknowledges that the Company guarantees the proper functioning of the Software Product only when it is used on hardware supplied by the Company or certified for the use of the Software Product, a list of which is available on the Company website, and used in the Android

operating system. The Android operating system is part of the hardware supplied by the Company.

9.4. The Customer is not eligible for a warranty if the Software Product is not properly registered or upgraded, the licence for the Software Product has expired, or the Customer has failed to duly meet its obligations to the Company.

9.5. The Customer is under an obligation to provide the Company with all the assistance necessary to remedy defects in the Software Product.

9.6. The Company does not guarantee that the Software Product meets all the requirements of the Customer. The warranty does not cover the following, which cannot be considered as a defect of the Software Product or a defect or damage caused by the Software Product:

- a) those cases in which the Software Product is used contrary to the documentation,
- b) the absence of properties or functions that are not listed in the documentation,
- c) the fact that the Software Product does not reflect legislative changes that were not known to the Company at the time of its development,
- d) those cases in which the Software Product is run on unsuitable hardware or hardware that does not comply with the current recommended system requirements indicated on the Company website,
- e) the fact that the Software Product does not work on hardware that is not generally available at the time of its development, or on hardware or in an operating system that is not supported,
- f) those cases in which the Software Product is run on an incorrectly configured device or incorrectly set up computer network,

g) those cases in which the Software Product is used together with third-party programs that prevent its error-free operation,

h) those cases in which the Customer intervenes in the database files by means other than the Software Product that was supplied.

10. COMPLAINTS

10.1. More detailed conditions for complaints may be set out in the Refunds & Returns Policy of the Company, available on the Company website.

10.2. Complaints about the Software Product can be made in writing to the Company's address provided for this purpose on the Company website.

10.3. The complaint must contain the following details:

- a) Customer's identification data, including contact details of the Customer's contact person;
- b) specification of the Software Product and a detailed description of the defect that is the subject of the complaint,
- c) proof of purchase of the Software Product.

10.4. If, for any of the Software Products, a special list of authorised warranty centres is specified, the Customer will exercise its right to perform warranty repairs in these specialised warranty service shops.

10.5. A properly filed complaint will be dealt with in accordance with the Refunds & Returns Policy

available on the Company website, the present GTC and the applicable legal regulations.

10.6. Defects in the functionality of the Software Product that are the subject of a complaint will be verified. The Customer will be informed about the results of the investigation through the Customer's account available on the Company's web interface, by email or in writing. If the complaint is recognised as legitimate, the Customer will be provided with a free upgrade of the Software Product that addresses the defect that was the subject of the complaint.

10.7. If it cannot be demonstrated that the defect in the Software Product was caused by the Company or if the complaint about the Software Product is unjustified, the Customer will be charged for the work associated with identifying the cause and confirming or eliminating the defects complained about by the Customer in accordance with the Price List valid at the time these tasks are performed.

11. COMPENSATION FOR LOSS OR DAMAGE

11.1. The Company is not liable for any loss or damage that results from a breach of the Customer's obligations under the Licensing Agreement or the present GTC, or if the Customer contributed by its wrongful conduct to the loss or damage that was suffered.

11.2. The Company is not liable for damage arising as a result of the interruption or restriction of the operation of the Software Product for the reasons stated in Art. 5.2 and Art. 5.3 of the present GTC.

11.3. The Company is not liable for the loss or damage arising as a result of circumstances excluding liability in accordance with the applicable legal regulations. A fault in the means of remote communication (e.g. Internet connection) used by the Customer or the Company and/or a failure of any technical device not caused by the Company is also considered by the Parties to be a circumstance excluding liability of the Company.

11.4. The Company is not liable for the loss of, or damage to, data which was not properly backed up by

the Customer.

11.5. The Company is not liable for the Customer's lost profits or any special, indirect, economic or consequential loss of the Customer.

11.6. The Company is not liable for damage that does not arise directly in connection with the breach of a legal obligation on the part of the Company.

11.7. The overall liability of the Company for damages, if any, is limited to an amount equal to the price excluding VAT paid by the Customer to the Company for the licence for the Software Product not exceeding the amount for the last twelve months of use of the Software Product prior to such a claim being raised against the Company by the Customer. The Company is not liable for any damages incurred by the Customer in connection with the Software Product in the event that the Customer uses the Software Product provided by the Company free of charge.

11.8. The Company is not liable for late delivery of the Software Product or its non-delivery for reasons that are objectively beyond its control.

11.9. The Customer takes note of the fact that the communication between the Company and the Customer is not encrypted or otherwise secured against disclosure to third parties unless otherwise stated in the Agreement or the present GTC. In this regard, the Company is not liable for any damage incurred as a result of unauthorised access to electronic communications between the Company and the Customer by third parties.

11.10. The Company is not responsible for the proper delivery of an email to the email address of the Customer and it is not liable for any damage incurred by the Customer as a result of a failure to acquaint itself with an email from the Company, e.g. because the email sent by the Company was delivered to the Customer's spam folder. The Customer is responsible for checking all its email folders, as well as maintaining sufficient email capacity.

11.11. The Company is not liable for damage arising as a result of an outage of the system of electronic records of sales or any other failure, either partial or complete, of the system of electronic records of sales on the part of the competent authorities.

11.12. The Company is not liable for the compatibility of the Software Product with the Customer's hardware and software equipment in the event that the Customer does not use hardware supplied by the Company or certified for the use of the Software Product and/or does not comply with the instructions given by the Company or the relevant manufacturer of the goods.

12. DURATION OF THE CONTRACTUAL RELATIONSHIP FOR SOFTWARE PRODUCTS

12.1. The Licensing Agreement is always concluded for a fixed period of one calendar month unless otherwise specified by the Parties. In the event that the Company plans, because of technological changes and expansion or changes in the Products provided by the Company, to cease offering a specific type of Software Product which the Customer uses, the Company informs the Customer thereof 3 (three) months prior to doing so. If possible, the Company will offer the Customer an alternative Software Product which the Company continues to support.

12.2. The Customer may be entitled to a discount in the amount determined by the Company, which will be provided to the Customer only on condition that the Customer duly meets all its obligations under the Licensing Agreement and it uses the Software Product at least for the period agreed by the Parties. The agreed period means the period from the first day of the month following the activation of the licence for the Software Product by the Customer until the last day of the calendar month specified on the basis of the date when the licence for the Software Product was ordered by the Customer.

12.3. If the Customer fails to comply with the conditions set out by the Company for providing a discount and/or the Contractual Relationship established by the Licensing Agreement ends before the agreed period for any reason, except for the withdrawal from the Licensing Agreement by the Customer for agreed reasons, the Company will send the Customer an additional bill whereby the Customer will be charged the difference between the full price, as shown in the order without the application of the discount, and the discounted price that was paid by the Customer for a proportion of the agreed period from the first day of the agreed period to the date of termination of the Licensing Agreement. The Customer is under an obligation to pay this difference in price to the Company prior to the date indicated on the relevant invoice.

12.4. The Licensing Agreement is terminated upon the expiry of the period for which the fixed-period Licensing Agreement was concluded if, no later than ten days before the expiration of this agreed period, the Customer sends a written notice to the Company expressing that it is not interested in extending this Licensing Agreement. If the Customer fails to send the notice to the Company in accordance with the previous clause, the Licensing Agreement is always extended for the same period for which the initial Licensing Agreement was concluded (i.e. always for the initially agreed period). In this case, the remaining terms and conditions of the current Licensing Agreement (with respect to the changes in accordance with Art. 12.1 and Art. 13.5 of the GTC) remain unchanged upon withdrawal from the Licensing Agreement for the reasons stated in Art. or unless otherwise provided by the Agreement.

12.5. The Customer is entitled to withdraw from the Licensing Agreement if the Software Product is inoperable for reasons caused exclusively by the Company for a period longer than 30 days.

12.6. The Company is entitled to withdraw from the Licensing Agreement if:

a) the Customer is in default in the payment of the licence fee for the use of the Company's Software Product or other debt to the Company for more than 10 days despite being notified thereof;

b) the Customer provided false information when concluding the Licensing Agreement;

c) the Customer failed to provide the assistance to the Company that was required for the proper fulfilment of the Licensing Agreement;

d) another person uses the Software Product during a time when the Customer failed to obtain the prior written consent of the Company thereto;

e) the Customer uses or distributes tools that could threaten the security, functionality or integrity of the Software Product;

f) the Customer otherwise seriously breaches the Licensing Agreement or the present GTC;

g) the Customer has entered into liquidation, faces opened or ongoing insolvency proceedings, has been placed under receivership or is subject to enforcement of a decision or distraintment by selling its business.

12.7. The withdrawal from the Licensing Agreement is valid only ex nunc, i.e. the Parties do not return services rendered or payments made prior to the withdrawal from the Licensing Agreement. So as to avoid doubt, it is established that the withdrawal from the Licensing Agreement does not relieve the Customer, in particular, of its obligation to pay the Company the cost of the licence that was provided to the Software Product (or, if applicable, the price for the proportional part thereof for the period up to the date of the early termination of the Agreement by a notice of termination or withdrawal; in the event of withdrawal from the Licensing Agreement except for a withdrawal for causes under Art. 12.5 of the present GTC, the Customer is not entitled to a discount which the Customer would be entitled to if the Agreement lasted at least for the period agreed by the Parties, i.e. in such a case the Customer is under an obligation to pay the Company the difference in the price of the licence invoiced in accordance with Art. 12.3 of the present GTC), including interest on late payments, if any.

13. FINAL PROVISIONS

13.1. In the event that any provision of the present GTC is or becomes invalid, unenforceable or null, such invalidity, unenforceability or nullity will not cause the invalidity, unenforceability or nullity of the remaining provisions of the GTC.

13.2. The present GTC come into force and take effect on the date of their issue.

13.3. All information relating to the Software Products, GTC or the Price List will be made available to the Customer at the contact points of the Company or its partners, on the Company website or in a different appropriate manner.

13.4. The Parties agree that the GTC may be amended or supplemented by the Company unilaterally, in particular as a result of changes in legislation, technological changes affecting, for example, the communication with customers and/or the manner of the conclusion, amendment and termination of

the Licensing Agreement, but also as a result of extensions or changes to the Products provided by the Company. The Company is also entitled to unilaterally change the GTC if the market conditions or the terms and conditions or licensing conditions of trading partners with whom the Company collaborates and whose services the Company uses to provide services to the Customer change.

13.5. The Customer will be informed about the amendment and/or supplementation of the GTC on the Company website, through the Customer's customer account accessible on the Company's web interface and/or by email, if an email address was provided when the Licensing Agreement was concluded, at least 7 (seven) days prior to the date of the coming into effect of the amendment or supplementation of the GTC. This amendment or supplementation will not affect the rights and obligations of the Parties arising during the period of validity of the previous version of the GTC. The Customer has the right to refuse the amendment or supplementation of the GTC and, on the basis of this reason, terminate the Licensing Agreement in writing before the date of the coming into effect of the revised and/or supplemented GTC at the latest. In the event that the Customer does not exercise this right before the date of the coming into effect of the revised and/or supplemented GTC, it is assumed that it has expressed its consent to the content of the amended or supplemented GTC. The price of the licence for the Software Product for the agreed duration of the Agreement cannot be unilaterally increased on the basis of an amendment to the GTC. The price adjustment becomes effective as of the start of the new period of validity of the Agreement in accordance with 12.4.

13.6. The Customer acknowledges and agrees that the Company is entitled to communicate amendments to the GTC made in favour of the Customer in a manner set forth in Art. 13.5 of the present GTC even within a period shorter than the period specified in the given article and that amendments that are not to the detriment of the Customer do not give rise to the right to terminate the Licensing Agreement in accordance with Art. 13.5 of the present GTC.

13.7. The Parties exclude the possibility that, beyond the scope of the express provisions of the Licensing Agreement, any of the rights and obligations are drawn from practice established by the Parties or from generally accepted commercial practices relating to the subject matter of the Licensing Agreement.

13.8. The Parties agree to a limitation period for the rights arising from the Licensing Agreement to the benefit of the Company of ten (10) years from the day on which the right could be exercised for the first time.

13.9. The Parties agree that any rights or obligations under the Licensing Agreement or the Licensing

Agreement in its entirety may be assigned or transferred to a third party by the Company, to which the Customer expresses its prior consent. The Customer may assign or transfer any of its rights or obligations under the Licensing Agreement or the Licensing Agreement in its entirety to a third party only with the prior written consent of the Company.

13.10. The Company is entitled to unilaterally set off all claims against the Customer, including non-mature claims.

13.11. If the Company fails to exercise any of its rights arising from the Licensing Agreement or it exercises only a part thereof or with a delay, this does not have the effect of a waiver of such a right and any partial exercise of such a right does not prevent its other or further exercise or the exercise of any other right, unless otherwise provided in applicable legal regulations.

13.12. The present GTC do not affect the applicable provisions of the copyright legislation, or other legislation governing the use of computer programs and databases, or penalties for their illegal use set forth in this legislation.

Customer's Sign