

# GENERAL TERMS & CONDITIONS

## GENERAL TERMS AND CONDITIONS

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### 1. INITIAL PROVISIONS

1. The provisions of these Exponea General Terms and Conditions shall apply to all legal relationships between **Exponea s.r.o.**, Business ID No. 50017560, with its office at Twin City B, Mlynské Nivy 12, 821 09 Bratislava – Staré Mesto, Slovakia, registered in Commercial Register maintained by County Court in Bratislava I, Section Sro, File 107011/B, VAT reg. No. SK2120160647 ("**Exponea**") and other parties specified herein with respect to the provision of the Services.
2. For the purposes hereof, the "**Agreement**" shall mean any contractual relationship between Exponea and other parties according to the respective legal relationship specified above. The Agreement between Exponea and the other party ("**Customer**") is concluded by the Customer via clicking on the "I agree" button after completing the registration process (and thereby creating the Account) or by submitting the respective Order Form to Exponea.
3. The General Terms and Conditions are published on the Exponea website and are available to all Customers.
4. From the Effective Date stated above, these General Terms and Conditions are applicable to any and all usage of Exponea's Services regardless of whether these Services have been ordered, used or purchased before the Effective Date. These General Terms and Conditions completely replace any prior terms and conditions, including any Terms of Platform, Terms of Use, Data Handling Policy and IP Terms.

### 2. DEFINITIONS

1. In these General Terms and Conditions, unless the context requires otherwise, the words and expressions set out in this clause 2.1 shall have the meaning ascribed to them herein:

**Account** means the account created and/or authorised for a Customer based on the Order Form in order to utilise the Services;

**Affiliate(s)** mean(s) any person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with such entity; for the purpose of this definition, "control" of an entity means the power, directly or indirectly, to either: (a) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity; or (b) direct or cause the direction of the management and policies of such entity whether by contract or otherwise;

**Agreement** means an Order Form concluded between Exponea and the Customer;

**Business Day** means a business day on which banks are open both in the United Kingdom and Slovakia;

**Capacity Limitations** means maximum Event capacity as stipulated in an Order Form; in the absence of a specific agreement in an Order Form, a limitation of 100 million Events shall apply;

**Confidential Information** means technical and non-technical information including patents, copyright, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software, source documents, and formulas related to the current, future and proposed products and services, research, experimental work, development, design details and specifications, engineering, and information marked “confidential” or “proprietary” or which the recipient knows or has reason to know that the information shall be deemed confidential; for the avoidance of doubt, this term does not include any information that the receiving party may demonstrate by its written records: (a) was known to it prior to its disclosure by the disclosing party; (b) is or has become known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorised to make such disclosure; (d) has been independently developed by the receiving party; (e) has been approved for release with the written authorisation of the disclosing party; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt notice to enable the other party to seek a protective order or otherwise prevent such disclosure;

**Core Services** mean software as a service with the agreed features as set out in the respective Order Form to be provided to the Customer on the basis of the Agreement;

**Customer Data** means the data of the clients of the Customer (and the respective Customer’s data, where relevant) to be provided by the Customer to Exponea for the purpose of the provision of the Services;

**Effective Date** means the date specified by the Parties in the heading of this Agreement;

**Event** means any user interaction with content processed, tracked or generated in connection with the Services, including but not limited to e-mail or SMS notifications, page views, transactions or data input;

**Fees** means the Subscription Fees and any other types of fees that may be agreed in an Order Form;

**General Terms and Conditions** mean these General Terms and Conditions and any other General Terms and Condition (if applicable) available on the relevant Exponea website;

**Guides** means user guides, cookbook, technical documentation and FAQs designed for some or all of the Services as may be provided to the Customer and/or published by Exponea on <https://guides.exponea.com>;

**Legislation** means all generally binding legal regulations of the Slovak Republic, the European Community and/or international organisations of which the Slovak Republic is a member, whose regulation may directly and/or indirectly apply to the Parties' legal relationships, the Products and/or trading with the Parties;

**Order Form** means an agreement concluded between the Customer and Exponea (or its Affiliate) based on the form available on <https://exponea.com/> or otherwise agreed by Exponea and the Customer for the usage of a Service via a mutually agreed order stipulating the specifications of the Service to be provided, all applicable limitations and Fees; by concluding an Order Form, Exponea and the Customer undertake to be bound by these General Terms and Conditions, i.e. to enter into the Agreement;

**Parties** jointly refers to Exponea and the Customer;

**Service(s)** means service(s) provided based on any and all software products developed as a result of the activities of Exponea and its Affiliates and as published and provided by Exponea;

**Subscription Fee(s)** mean(s) fees for the usage of the Core Services as agreed and based on an Order Form;

**Territory** means the territory of the European Economic Area, unless otherwise agreed in an Order Form;

**Term** means the Term of the Agreement, as may be extended or shortened under the respective provisions set out in clause 11 of these General Terms and Conditions.

### 3. SERVICES, AVAILABILITY AND SUPPORT

1. Subject to these General Terms and Conditions and in accordance with any Capacity Limitations, Exponea shall make the Core Services with the features delimited in the Order Form available to the Customer and provide the Customer (in addition to the Core Services) with other Services as stipulated in an Order Form. The Customer shall pay Exponea the Fees set forth in the Order Form in line with the payment terms set out in clause 4 of these General Terms and Conditions.
2. Account. As part of the registration process, the Customer shall identify an administrative user name and password for the Customer's Account with Exponea.
3. Trial version. A free trial version of the Services may be available for any Customers for limited use. A trial version starts when the Customer creates and signs up for an Account, which lasts for 14 (fourteen) days. During the 14 (fourteen) day trial version, only limited Services shall be provided for the sole purpose of testing the Services offered by Exponea. After the lapse of the 14 (fourteen) day trial version, the Customer and Exponea shall (a) enter into an

Order Form; or (b) the Customer shall cease to use its Account and Services for any purpose. From the moment of the conclusion of the respective Order Form, the Customer's Account will be authorised and these General Terms and Conditions shall apply. For the avoidance of doubt, these General Terms and Conditions shall similarly apply to Customers using the trial version, in particular, but not limited to, those clauses that are aimed at protecting Exponea's intellectual property and restricting use.

4. Availability. Exponea shall provide the Customer with the Core Services within the Territory. The Services shall be made available by Exponea subject to any unavailability caused by circumstances beyond Exponea's reasonable control, including any *force majeure* events, any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power or other systems not within Exponea's possession or reasonable control, or denial of service attacks. The Core Services may be temporarily limited or interrupted due to maintenance, repair, modifications, upgrades or relocation. Exponea shall undertake reasonable endeavours to notify the Customer of scheduled and unscheduled network outages that are expected to last for more than four (4) hours and that may affect the Services.
5. Equipment. The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including but not limited to modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). The Customer shall also be responsible for maintaining the security of the Equipment, Customer Account, passwords (including but not limited to administrative and user passwords) and files, and for all use of the Customer Account or the Equipment.

Third-party services. As part of the Services provided, Exponea may also provide certain Services aimed at connecting the Customer to the services of other providers (such as e-mail or SMS provided by providers of messaging platforms). In such cases and unless explicitly specified otherwise in an Order Form, Exponea only provides API services for connecting these third-party services to the Services provided by Exponea.

## 4. PRICING POLICY, PAYMENT TERMS AND TAXES

1. Fees. The Customer shall pay all Fees specified in the Order Form. Except as otherwise specified in the Agreement or in an Order Form, (a) the Fees are based on the respective available Event capacities purchased for the Services and not on actual usage; and (b) unless agreed otherwise in a specific case, payment obligations are non-cancellable and the Fees paid are non-refundable. Fees for connections to messaging Services are calculated on the basis of actual usage. Unless agreed otherwise, the Fees are for monthly

periods that begin on the subscription start date and on each monthly anniversary thereof.

2. Payment terms. All amounts under the Agreement shall be prepaid in advance based on a pro-forma invoice issued by Exponea no later than five (5) days from the conclusion of an Order Form or based on the authorisation to withdraw the respective funds from a payment instrument saved and pre-authorised in the Customer's account pursuant to clause 3.2 of these General Terms and Condition; for the avoidance of doubt, the Customer hereby authorises Exponea or its payment providers to charge the payment instrument. In such case, Exponea shall issue a standard invoice promptly after the payment is credited to the Exponea bank account. If the Parties agree on subsequent payments based on an Order Form, all payments shall be made within fourteen (14) days after the receipt of the applicable invoice. All amounts are payable in EUR unless specified otherwise in an Order Form. Any amounts not paid when due shall accrue default interest at the rate of 0.1% per day.
3. Taxes. Unless otherwise stated, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonised, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("**Taxes**"). The Customer is responsible for paying all Taxes associated with its purchases pursuant to the Agreement. If Exponea has a legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by the Customer, unless the Customer provides Exponea with a valid tax exemption certificate authorised by the appropriate taxing authority.

## 5. CONFIDENTIALITY

1. Neither Party will use any Confidential Information of the disclosing party except as necessary to exercise its rights or perform its obligations pursuant to the Agreement or as expressly authorised in writing by the other Party. Each Party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances shall each Party use less than reasonable care. Neither Party shall disclose the other Party's Confidential Information to any person or entity other than its officers, employees, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into confidentiality agreements as least as restrictive as the requirements in this clause.

## 6. DELIVERY AND WARRANTY

1. Access/Delivery of the Services. Exponea shall provide the Services in the scope agreed in an Order Form by creating and/or authorising an already existing Account for the Customer. In principle, the Core Services shall be made available (delivered) after the payment based on the advance pro-forma invoice is credited to Exponea's bank account.
2. No Warranty. Unless stipulated otherwise in any relevant Order Form, the Services and the Guides are provided "as is" and without any representations, warranties and/or conditions of any kind. Each Party specifically disclaims any and all implied representations, warranties and/or conditions of merchantability, quality, and fitness for specific purpose. The Customer also acknowledges that Exponea does not represent, warrant or provide any condition that the Services and/or the Guides will be error-free and work without any interruptions.

## 7. LIABILITY

1. *Force majeure*. Exponea shall not be liable for any damages in connection with a Customer's invalid request or as a result of *force majeure*. Exponea shall also not be liable to the Customer for a third party breach, including any malfunction of underlying hardware platforms.
2. Information duty. The Customer shall without any undue delay inform Exponea about the occurrence of any event that may affect the due fulfilment of the obligation set out herein and shall undertake its best endeavours to cooperate with Exponea to overcome such events.
3. Liability limitation. Unless explicitly stipulated otherwise in the Agreement, Exponea shall not be liable for any indirect or consequential loss or damage, loss of income or profit, loss of goodwill, loss of business opportunity, loss of contracts, loss of operating time, loss of use, loss of data, impaired reliability, or increased susceptibility to failure, arising out of or in connection with this Agreement. The limitation in this clause 7 of these General Terms and Conditions shall not apply to any infringement or misappropriation by either Party of the other Party's intellectual property rights. In no event shall Exponea or its Affiliates be liable to the Customer for more than the amount of any actual direct damages up to the amount paid by the Customer hereunder for the Services giving rise to liability in the twelve (12) months preceding the first incident from which the liability arose. The Parties agree that this clause represents a reasonable allocation of risks.

## 8. INTELLECTUAL PROPERTY RIGHTS AND PROTECTION OF DATA

1. Intellectual Property. Exponea, and its suppliers and/or licensors if applicable, shall retain all rights (including but not limited to all patent rights, trademark rights, copyright, trade secrets and any other intellectual property rights) in and to the Services and any Guides. The Customer agrees that only Exponea (or its Affiliates) shall have the right to enhance or otherwise modify the Services. If the Customer provides Exponea with any reports of defects and/or suggests modifications (“**Report**”), Exponea shall have the right to use such Report, including incorporating such Report into its Services or other software products, without any obligation to the Customer. Unless specifically agreed otherwise in writing, Exponea reserves all rights and grants the Customer no licences of any kind, whether by implication or otherwise. Exponea shall own and retain all right, title and interest in and to (a) the Services and all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with implementation Services or support by Exponea; and (c) all intellectual property rights related to any of the foregoing.
2. Data Protection. The Customer shall obtain the respective rights and/or consents to process the Customer Data from its respective clients in order to be provided with the Services in accordance with this Agreement. The Customer Data may only be processed for the purpose of providing Services to the Customer. Exponea shall be entitled to: obtain, collect, distribute, record, organise, adapt or alter, retrieve, consult, align, combine, transfer, use, store, block, destroy, including cross-border flows of the Customer Data. Exponea shall maintain commercially reasonable administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Customer Data and shall process the Customer Data strictly in line with applicable Legislation and only for the period of this Agreement. Exponea shall not (a) modify the Customer Data, except to the extent required to provide the Services; (b) disclose the Customer Data, except if compelled to do so by applicable Legislation, on the basis of the applicable Legislation, or if expressly permitted by the Customer; (c) access Customer Data except to provide the Services and to prevent or address service or technical problems or at the Customer’s request in connection with Customer support matters; or (d) transfer the Customer Data outside of the European Economic Area other than in compliance with such obligations as may be imposed on it by the Legislation. Exponea shall ensure that obligations to protect Customer Data (including the non-disclosure obligation) are observed by all of its employees and any other persons which may have access to the Customer Data on behalf of Exponea (or its Affiliates) and shall inform such persons of any administrative, physical and technical safeguards for the protection of the Customer Data. The Customer acknowledges that it is, and shall for the duration of this Agreement be, the Data Controller in respect of the Customer Data and that Exponea shall be a Data Processor. The Customer



acknowledges and agrees that certain Customer Data may be provided to third parties for specific processing operations, in line with Customer's authorisations as described in the Guides. Exponea will undertake all commercially reasonable efforts to inform the Customer of any data security breaches involving the Customer Data. Each Party shall provide to the other Party all reasonable information about the processing of the Customer Data and cooperation that is reasonably required by the other Party for the fulfilment of its legal obligations arising out of legal regulations and/or on the basis of a request by the respective supervisory body.

3. Data Analytics. Notwithstanding anything to the contrary in the Agreement, Exponea shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including but not limited to information concerning Customer Data and data derived therefrom), and Exponea will be free (during and after the Term hereof) to: (a) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Exponea offerings (or offering of its Affiliates); and (b) disclose such data solely in aggregate or in other de-identified forms in connection with its business.

## 9. REPRESENTATION, WARRANTIES AND RESTRICTIONS

1. General. Each Party represents and warrants to the other Party that: (a) such Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation; and the execution, delivery and performance of the Agreement constitutes the legal, valid and binding obligation of such Party; and (b) such Party has all requisite corporate power and financial capacity, and authority to execute, deliver, and perform its obligations under the Agreement.
2. Restrictions. The Customer shall not (and shall not authorise any third party to): (a) modify, translate, reverse engineer, decompile, disassemble or create any derivative works based on the Services, except to the extent that enforcement of the foregoing restrictions is prohibited by applicable Legislation; (b) circumvent any user limits, Event limits, or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from the Services; (d) frame or mirror any content forming part of the Services; (e) access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions, or graphics of the Services; (f) register, directly or indirectly make it possible to register or anyhow support the third party registration of trademarks, business names or other designations of Exponea (or related or similar business names or other designations); or (g) use Exponea's intellectual property rights (or any related or similar logos and/or trademarks of Exponea)

for its benefit, e.g., by combination of Exponea logos and/or trademarks with its own business name and/or company name or its own products or services.

## 10. COMMUNICATION AND DELIVERY

1. Addresses of the Customer. For the purposes of delivery, Exponea has been notified of the Customer's mail and e-mail addresses identified within its registration process or as may be amended within the Customer's profile in its Account. The Customer agrees that any communication from Exponea with respect to the Agreement may be delivered electronically to the Customer's Account or to the e-mail address specified therein.
2. Customer references. Exponea shall be entitled to publicly refer to the Customer as a user of the Services.

## 11. TERM, SUSPENSION AND TERMINATION

1. Term. The Agreement shall commence on the Effective Date or on the date of the conclusion of the respective Order Form and shall continue in effect unless it expires or is terminated ("**Term**"). The Term of each subscription shall be as specified in the applicable Order Form or if not specified, for a period of one (1) year. For the avoidance of doubt, if a period of a Money-back guarantee pursuant to clause 11.5 applies to the respective subscription, such subscription period will commence immediately after the expiration of the period in which such Money-back guarantee may be claimed. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or of one (1) year (whichever is shorter), unless either Party gives the other Party notice of non-renewal at least thirty (30) days before the end of the relevant subscription Term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be subject to the consent of Exponea.
2. Suspension and termination for non-payment. If any amount owing by the Customer under this or any other agreement for the Services is overdue by thirty (30) or more days, Exponea may, without limiting its other rights and remedies, suspend the provision of the Services to the Customer until such amounts are paid in full. Before suspending the Services, Exponea will give the Customer at least seven (7) days prior notice that its account is overdue. If, following the notice sent pursuant to this clause 11.2, the respective payment is not paid in full, Exponea may, at its sole and exclusive discretion, terminate the Services. Before terminating the Services, Exponea will give the Customer at least seven (7) days prior notice that its account is overdue.

3. Termination for change of General Terms and Conditions. If the Customer does not agree with a new version of the General Terms and Conditions that may be issued from time to time by Exponea, the Customer may terminate the Agreement by delivering a termination notice to Exponea within thirty (30) days after the effective date of such new version of General Terms and Conditions. In such case, the Agreement is terminated at the end of the thirty (30) day period provided for the delivery of the termination notice. If the termination notice is not served and delivered to Exponea within the above thirty (30) day deadline, the Customer is deemed to have accepted the new version of General Terms and Conditions. After expiry of this deadline, the Customer is not entitled to terminate the Agreement for the reason specified in this clause 11.3.
4. Termination. The Agreement may, in addition to the reasons stipulated in clauses 11.2 and 11.3, be terminated as follows: (a) if either Party breaches any material term or condition of the Agreement and fails to cure such breach within thirty (30) days after receiving notice of the breach, the non-breaching Party may terminate the Agreement on notice at any time following the end of such thirty (30) day period; or (b) if either Party becomes insolvent on the basis of a respective court order, then the other Party may terminate the Agreement immediately upon notice. Upon expiration or termination of the Agreement, the Customer shall cease all use of the Services, and shall promptly return all copies of the Guides to Exponea or otherwise destroy those copies and provide assurances (signed by an officer of the Customer) to Exponea that it has done so if requested by Exponea.
5. Money-back Guarantee. If the Customer terminates the Agreement for whatever reason within the first sixty (60) days after the commencement of the Term, Exponea shall refund to the Customer all Subscription Fees already paid for the Core Services.
6. Return of data. Upon the request of the Customer that is made within thirty (30) days after the effective date of termination or the expiration of a Services subscription, Exponea will make such Customer Data available to the Customer in a file for download in (.json) format together with any attachments in their native format. After such thirty (30) day period, Exponea shall have no obligation to maintain or provide any such Customer Data and may thereafter, unless legally prohibited from doing so, delete all such Customer Data in Exponea's systems, under Exponea's control or otherwise in Exponea's possession. Upon request of the Customer, Exponea shall, unless and to the extent legally prohibited from doing so, delete all Customer Data in Exponea's system, which were requested by the Customer.

## 12. SPECIFIC CONDITIONS FOR CONSULTING AND OTHER TAILORED SERVICES

1. **Applicability.** Apart from the provision of the Core Services, Exponea may, on the basis of a mutual agreement with the Customer, also provide other Services to the Customer. Such Services may include Exponea setup consulting, business planning, training, other consulting (either pre-paid or on-demand), implementation or maintenance, and testing. The specific terms and conditions set out in this clause 12 shall apply to these Services.
2. **Ordering Services.** Any tailored Services (including any deliverables) to be provided by Exponea to the Customer must be agreed by both Parties by virtue of an Order Form. Consulting services may be ordered by the Customer in different modes: (a) consulting required for the proper onboarding of the Customer to other Services of the Customer (“**Setup**”); (b) pre-paid consulting services for more beneficial hourly rates; and (c) standard consulting services.
3. **Manner.** Exponea shall provide the Services and develop any related deliverables for the Customer described in the respective Order Form agreed by the Parties. Exponea shall provide these Services in a reasonable, professional manner in keeping with professional standards and practices. Unless agreed otherwise in the respective Order Form, Exponea shall be entitled to, at its sole discretion, determine the methods and means for performing the Services and developing any related deliverables.
4. **Subcontractors.** The Customer undertakes and agrees that Exponea may utilise the services of independent consultants (“Subcontractors”) from time to time to perform, or to assist Exponea in performing, the Services and develop the deliverables. Personnel of Exponea and of the Subcontractors shall remain under the control of Exponea.
5. **Cooperation.** The Customer acknowledges and agrees that performance of the Services is heavily dependent on the information and responses to be provided by the Customer. Accordingly, in addition to any specific responsibilities set out in the respective Order Form, the Customer shall: (a) provide the appropriate and necessary resources, and timely and accurate information and documentation, as reasonably required by Exponea; (b) carry out reviews and respond to requests for approval and information on a timely basis; and (c) make available to Exponea all equipment, material, information, data, network access and/or facilities that Exponea may reasonably require to carry out its obligations. The Customer acknowledges that any delay on its part in the performance of its obligations may have an impact on Exponea’s performance of its activities under the Agreement or under any Order Form, and Exponea shall not be liable for any delay to the extent caused by Customer’s failure to fulfil any of its requirements under the Agreement or any Order Form.
6. **Fees and Payment for Tailored Services.** The Customer shall pay the Fees as agreed in the respective Order Form, either on a time spent basis (e.g. on-demand consulting) or on a fixed fee basis (e.g. set-up of Exponea). The Parties acknowledge that any pre-paid Services shall not be reimbursed, even

if not utilised by the Customer, due to their typically lower price per unit. Any Fees are payable in line with the Agreement or an Order Form. The Customer shall reimburse Exponea for all reasonable out-of-pocket expenses incurred by Exponea in the performance of the Services, provided that such expenses are approved by the Customer.

7. **Term and Termination.** This clause 12 shall remain in effect only during the Term of the Agreement pursuant to clause 11 of these General Terms and Conditions. Unless provided otherwise in an Order Form, if the Customer terminates the Agreement (or a part thereof) or an Order Form pursuant to clause 11.4(c) of these General Terms and Conditions, the Customer shall pay Exponea the full Fee for any tailored Services performed (including all other costs for which Exponea has the right to reimbursement) up to the effective date of the termination of the relevant part of the Agreement (or Order Form); provided that if the Fee for any deliverables are based on identified milestones being achieved by Exponea, the Customer shall pay Exponea the pro-rated fee for the next scheduled milestone with such pro-rated fee to be determined based on the percentage of time between the commencement of work on such milestone and the effective date of termination.
8. **Intellectual Property Rights.** Unless otherwise stipulated in the Agreement or an Order Form, Exponea shall own all rights in any and all intellectual property rights to any deliverables created by Exponea pursuant to this clause 12 of these General Terms and Conditions. Exponea shall retain all right, title and interest and all intellectual property rights to any and all of Exponea's proprietary information and software (including but not limited to any modifications to the Services and/or the Guides). Subject to the payment of the applicable Fees set forth in an Order Form, Exponea grants to the Customer a worldwide, fully-paid (such payment is already included in the Fees), non-exclusive, non-transferrable licence to use the deliverables created pursuant to this clause 12 for the purposes described in the accompanying Order Form.
9. **Acceptance and Takeover.** Takeover of the Services of Exponea by the Customer shall follow the acceptance procedure set out in this clause 12.9 of these General Terms and Conditions. The acceptance procedure involves comparing the basic properties of the respective tailored Services with the criteria specified in the respective Order Form ("**Acceptance Criteria**"). If no such Acceptance Criteria are agreed, then the respective tailored Services are deemed to be accepted by the Client immediately following their delivery by Exponea. If the Services do not satisfy the Acceptance Criteria, then: (a) the Customer shall itemise in writing each failure to satisfy the Acceptance Criteria without any undue delay but by no more than five (5) Business Days after delivery of such tailored Services or their part (otherwise such tailored Services are deemed to be accepted by the Customer); the formulation of the Customer's comments must always contain at least the following elements: (i) the name of the output to which the comment applies; (ii) the content of the comments should be specifically formulated, i.e. so that it is clear in what the comments lie to be able to incorporate it within such Services; (iii) guidelines detailing the progress of the implementation of the comments, or the

characteristics of targets or the target state after the incorporation of comments; (b) Exponea shall use its best efforts to correct the Services and to deliver the Services to the Customer for re-testing and acceptance; and (c) the acceptance period shall be halted while Exponea is working on the corrections to the Services as part of the acceptance procedure. The period shall continue after the failure specified by Customer is corrected by Exponea. For the avoidance of doubt, (i) if at any time the Customer commences with the live operation of the whole or any part of the respective Services, then Customer shall be deemed to have accepted such Services; and (ii) any shortcomings that have no material effect on the standard functionality of the Services do not impede the delivery thereof and the deemed acceptance of the Services pursuant to this clause.

## 13. FINAL PROVISIONS

1. Severability. If any provision in this Agreement is shown to be (or later becomes) invalid or inefficient or inapplicable, it will not affect other provisions hereof that will remain valid and effective. The Parties undertake to replace an invalid or ineffective provision with a new provision that best corresponds to the originally intended purpose of the invalid or ineffective provision within the period of thirty (30) days from the date of the delivery of the call of one Party to the other Party; otherwise a new provision will be determined by the respective court upon the proposal of one of the Parties.
2. Set-off. The Customer is not authorised to offset any of its claims against any of Exponea's claims nor is it authorised to retain payments, in any manner, intended for Exponea regardless of the nature and/or purpose of such payments. Exponea is authorised to offset its claims against claims of the Customer if the Customer is informed in advance of Exponea's intention to offset; in the event of such offsetting, Exponea will notify the Customer of the reason for the offsetting as well as the identification of the claims to which the offsetting will apply, and the amounts of the claims and their due dates.
3. Assignment of rights. Any rights arising for the Customer hereunder can be transferred (assigned) to third persons with Exponea's approval exclusively. The Customer hereby provides its approval to the assignment of the rights and the assumption of the obligations of Exponea that arise hereunder to Exponea Affiliates or other third parties.
4. Severability. The provisions of these General Terms and Conditions are severable, and if any part of them is held to be illegal or unenforceable, the validity or enforceability of the remainder of them will not be affected.
5. Applicable law. The Agreement and any disputes and claims arising out of or in connection with its subject matter are governed and construed in accordance with the laws of Slovakia.
6. Jurisdiction. Any dispute arising from or in connection with the Agreement, including a dispute regarding the existence, validity or termination of the Agreement or the consequences of its nullity shall be finally decided by competent Slovak courts.