

GENERAL BUSINESS AND LICENSE TERMS AND CONDITIONS (END USER LICENSE AGREEMENT)

These General Business and Licence Terms and Conditions are an integral part of the Agreement concluded between Demtec, S.r.o., registered office Hraničná 18, 821 09 Bratislava, ID No.47 807 890 (hereinafter referred to as the "Provider") and a natural person or legal entity (hereinafter referred to as the "Customer") for the purpose of using the Licensed software.

The Customer by installing and using the Licensed Software accepts all terms and conditions set out in the Agreement as well as in these General Business and Licence Terms and Conditions and is bound by these provisions.

1. Definitions

1.1. "Agreement" means the agreement between the Provider and the Customer, which identifies the Licensed software the Provider allows the Customer to use. These General Business and Licence Terms and Conditions and the Documentation as well as other documents referred to in the Order represent the integral part of the Agreement;

1.2 "Additional module" is a software module that can be, at any time during the term of the Agreement, added to the package in return for remuneration;

1.3 "Offer" means the summary of currently available software products that the Provider allows the Customer to use. The Provider states in the Offer the title of individual licensed software, their brief description, the period during which the Customer is entitled to use the licensed software, or other characteristics of individual licensed software. The Customer has the possibility to order licensed software from the the Provider's current Offer;

1.4 "Try-for-free" means the time period during which the Provider, at its own discretion, grants the Customer the licensed software free of charge. The Customer acknowledges that it uses the licensed software provided free of charge at its own risk and the Provider does not provide any guarantee for the licensed software used free of charge;

1.5 "Annual fee for maintenance and technical support" is the amount specified in the Order;

1.6 "Package" is the licensed software designed for a predetermined number of users referred to

in the Order;

1.7 "Increase of parameter" means an additional increase of any limited parameter of the Licensed software that can be provided to the Customer during the period of the Agreement under the terms and conditions stipulated by the Provider;

1.8 "Documentation" means all user documents and manuals, in any medium, related to the proper installation and use of the Licensed software;

1.9 "Effective Date of the Agreement" is the date of payment of Price for Licensed software and Annual fee for maintenance and technical support in full, unless otherwise stated in these General Business and License Terms and Conditions;

1.10 "Price for Licensed Software" is the remuneration for provision of the Licensed software referred to in the Order;

1.11 "Licensed software" is a computer program identified in the Order confirmation along with the relevant Documentation;

1.12 "Validity of the Agreement" is the duration of the contractual relationship in accordance with Article 16 of the General Business Terms and Conditions;

1.13 "Upgrade" means the release of a new version of the Licensed software containing substantial changes in the structure, functionality and design of the Licensed software to which also new features can be added. An upgrade will be reflected in the increased value of the primary figures of the Licensed software (e.g. version

1.x.y will be replaced by version 2.x.y);

1.14 "Update" means the release of a new version of the Licensed software featuring enhancements and adjustments of the Licensed software that do not include major changes to the structure, functionality or design of the Licensed software. An update may include new functionality that significantly affects the functionality of existing functionalities. An update will be reflected in the increase of value of the secondary number (e.g. version 2.5.x will be replaced by version 2.6.x);

1.15 "Patch" means the release of a new version of the Licensed software consisting of corrections of existing functionalities which do not include major changes to the structure, functionality or design of the Licensed software. A patch will be reflected in the increase of value of the last number of the version (e.g. version 2.5.0 will be replaced by version 2.5.1).

2. Agreement Conclusion

2.1 The Customer makes the order of the Licensed software via the www.graphlytic-bi.com website or by email or other appropriate form, from the Provider's current Offer (hereinafter referred to as the "Order").

2.2 Before ordering the Licensed software, the Customer shall familiarize themselves with (a) the name of the Licensed software, (b) the price of the Licensed software or the fact that the Licensed software will be provided free of charge at the Provider's discretion (e.g. Try-for-free) (c) the period during which the Customer may use the Licensed software and (d) the appropriate Documentation and (e) these General Business and Licence Terms and Conditions.

2.3 After submitting the order, the Provider's system will confirm the Customer's order and the acknowledgement shall state the name of the Licensed software, the Price for the Licensed software, the Annual fee for maintenance and technical support, the period, the number of users in the Order confirmation and payment details. The Agreement becomes effective by payment of the Price for the Licensed software as well as the Annual fee for maintenance and technical support in full. Within 15 days of payment for the Licensed Software at the latest, the Provider shall provide the Customer with the data carrier with the Licensed software referred

to in the Order or the access data and installation key to the Licensed software specified in the Order. No later than within 15 days, the Provider shall deliver to the Customer an invoice for the paid Licensed software. If the Provider provides the Customer with the Licensed software at the discretion of the Provider free of charge (Try-for-free), the Agreement in respect of the Licensed software provided free of charge becomes effective by the Provider's Order confirmation.

2.4 The Customer can purchase additional Packages, Additional modules and Increase of Parameters of the Licensed software under the terms and at the prices referred to in the Provider's Offer. The Provider has no obligation to accept any additional Customer's order for additional delivery of Packages, Additional modules or Increase of Parameters of the Licensed software if the Customer has not complied with all its prior Obligations (especially financial) in relation to the Provider as of the date of the Order, incurred under the Agreement.

3. License terms and conditions

3.1 At the moment of making the Agreement, the Provider grants the Customer a license for the Licensed software within the following scope:

- (a) non-exclusive and non-transferable right to install and use the Licensed software;
- (b) for the period specified in the Order confirmation;
- (c) for the number of users referred to in the Order confirmation.

3.2 The License is restricted to use on one physical or virtual server. The Licensed software may not be used in cluster mode on the basis of the License. The License is limited to use in one state or country, unless otherwise stated in the Order confirmation. The Licensed software must be installed on a hardware system owned, leased or controlled by the Customer.

3.3 **The Customer is authorized** to copy the Licensed software for the purposes of backup or archiving, provided that all copies contain information about ownership and other rights to the Licensed software. **The Customer may not:** (i) allow other entities or individuals to use the Licensed software except when such action is in accordance with the Agreement, (ii) to modify, translate, perform reverse engineering,

decompile or otherwise reveal the source code of the Licensed software or create derivatives based on the Licensed software, (iii) to copy the Licensed software (iv) to sell, lease, assign or otherwise transfer the rights to the Licensed software, (v) to remove the proprietary information of the Licensed software; (vi) to sell, assign, lease, lend the hardware technical unit or device that contains the Licensed software and through which the functions of the Licensed software are carried out; (vii) to use the Software in any way that would go beyond the scope of the license granted to the Licensed software under the Agreement.

3.4 The Licence under Article 3 of these General Business and Licence Terms and Conditions is not applicable to the Additional modules of the Licensed software. The licence terms and conditions for use of a specific Additional module will be awarded to the Customer always individually.

3.5 The Customer acknowledges that the Provider can provide along with the Licensed software also software that is subject to the GNU General Public License. The Customer acknowledges and accepts that the rules on copyright to the Licensed software under this Agreement are not applied to the copyright of software which is subject to the GNU General Public License. The terms and conditions of use of the Licensed software provided in this Agreement will therefore in no way be interpreted as a violation or intervention or modification of the copyright to the software that is subject to the GNU General Public License. The Customer further declares that it accepts without reservation the copyright regulation to the potential software provided by the Provider that is subject to the GNU General Public License.

4. Licence terms and conditions for Upgrade, Update and Patch

4.1 The terms and conditions of the Agreement apply to the Licensed software as well as to Upgrades, Updates and Patches of the Licensed software subsequently delivered to the Customer. The Customer must destroy all previous copies of the Licensed software within 30 days from the date of installation of an Upgrade, Update or Patch. If the Upgrade, Update or Patch is a component of the Licensed software, it may be used exclusively as a part of

one Package of the Licensed software and can not be separated for individual use.

5. Maintenance and technical support

5.1 The Customer shall pay the Provider in connection with the conclusion of the Agreement the Annual fee for maintenance of and technical support for the Licensed software for a period of one year from the date of the effectiveness of the Agreement. Payment of the Annual fee for maintenance and technical support results in the Customer's right to provision of services in accordance with Annex A. Maintenance and technical support will not apply to new modules released by the Company containing substantially altered characteristics or functionality and that are packaged and sold as separate modules.

5.2 The Annual fee for maintenance and technical support is payable in advance within the maturity of the Price for the Licensed software. The Customer can choose among several support levels that are detailed in Annex A.

5.3 The Annual fee for maintenance and technical support is payable each year as of the anniversary date of the Agreement's entry into effect in the event that the Provider provided a lifetime license for the Licensed software in future years. The Customer will have no obligation to pay the annual fee for maintenance and technical support if, during the previous year, the obligation regarding the maintenance of and provision of technical support for the Licensed software was terminated namely by a written notice from the Customer to the Provider no later than 60 days before the anniversary date of the Effectiveness of the Agreement (on the day and month of the respective year) containing the Customer's will to terminate the provision of maintenance and technical support on the part of the Provider.

5.5 In the event that the Customer additionally orders any Increase of Parameters of the Licensed software or adds an Additional module to the Licensed software on a date which does not coincide with the day of the anniversary of the Agreement's entry into effect, the Customer is obliged to pay the Provider an aliquot part of the Annual fee for maintenance and technical support calculated and charged by the Provider based on a separate invoice.

5.6 The Provider is, under no circumstances, obliged to provide technical support or remove any defects caused to the Licensed software due to changes being made to it by the Customer or third parties, and the Provider is not liable for any loss of data or any damage caused directly or indirectly as a result of these changes.

6. Payment conditions

6.1 Payment of the Price for the Licensed software, Annual fee for maintenance, technical support and any other fees must be made by wire transfer or direct deposit to the Provider's bank account and namely within the due date determined by the Provider either in the invoice or in the Order confirmation.

6.2 If the Customer delays in payment of any invoice issued by the Provider, the Provider is entitled to the Customer paying a contractual penalty in the amount of 0.05% of the outstanding amount for each day of delay, and the Customer is also obliged to compensate the Provider for all costs associated with the collection of receivables towards the Customer.

6.3 The Price for the Licensed software, Annual fee for maintenance, technical support and any other fees are payable in advance and are non-refundable.

6.4 All fees of any kind are stated excluding VAT. If the Provider becomes a VAT payer, or has any another fee or tax liability in relation to settlement of the claim to payment of the Price for the Licensed software, Annual fee for maintenance and technical support and any other fee, each fee will be increased by any applicable tax.

7. Delivery

7.1 The Provider shall hand over to the Customer one copy of the Licensed software, together with a software key to enable the use of the Licensed software, unless otherwise specified in the Order. The Customer will be entitled to delivery as late as after crediting the payment of the Price for the Licensed software, Annual fees for maintenance and technical support and any other charges arising from the Order. The Provider will deliver to the Customer one copy of the Licensed software within 10 days from the date of crediting the Price.

8. Right of control (licence audit)

8.1. The Provider has the right to carry out a control by itself or through a third person of the Customer's data processing systems and records in order to verify that the Customer complies with the Agreement. The Provider is authorized to undertake such control, if it notifies the Customer of such within ten days in advance of the planned inspection at the latest and the Customer is obliged to tolerate the exercise of the control. The costs of the control are borne by the Provider, but if a control reveals any breach of conditions of the Agreement, then the Customer bears the costs of the control.

9. Guarantee

9.1 The Provider is the holder of all property rights and other rights resulting from intellectual property rights to the Licensed Software

9.2 The Provider has full right to license the Licensed software and to perform any other obligations under the Agreement and to use the Licensed software or perform the licenses granted hereunder. The Provider hereby does not infringe or interfere with the intellectual property rights or contractual rights of any third party, including copyright, trademark, trade secret and patent rights, but the Provider is not responsible for the consequences caused by infringement of such rights if such infringement occurs because of the content provided by the Customer, by the content owner, end user or other third party.

9.3 The Provider guarantees that, for a period of 90 days from the date of the Agreement's entry into effect, the Licensed software is in accordance with the Documentation. If, within the deadline stated under the previous sentence, there is a defect in the Licensed software that would prevent the Customer from its proper use, and within this period the Customer properly announces the defect to the Provider, the Provider commits to remove the defect at its own expense and put the Licensed software in such a condition that it is usable and complies with the Documentation, namely within a period of 90 days from the date of the claim. If the Provider is not able within the deadline of 90 days to remove the claimed defect in the Licensed software so that the Licensed software is in compliance with this Documentation, the Customer is entitled to a refund of any fees previously paid to the

Provider.

9.4. The Provider is not be liable for defects that occur in the Licensed software that result from: (a) modification or change of the Licensed software made by the Customer; (b) using the Licensed Software otherwise than as intended; (c) using products or services that are not provided by the Provider; (d) negligence or wilful misconduct of the Licensed software by the Customer; (e) the implementation and installation of the Licensed software by the Customer otherwise than as recommended by the Provider; or (f) failure of the electrical wiring and other factors which do not originate in the Licensed software. The Provider is not liable under this Agreement or for any other reason for the content provided by the Customer, content owners, end user or a third party.

10. Compensation obligation

10.1 The Provider agrees to compensate for and protect the Customer against claims and actions by third parties, including damages, costs, liabilities, reasonable costs of legal representation and other costs arising from claims or actions, due to the suspicion that the Licensed software breaches or fails to comply with the copyright, trademarks, patents or trade secrets of third parties, provided that: (i) the Customer notifies the Provider in writing of any such claim without any unnecessary delay; (ii) the Customer provides cooperation which the Provider may reasonably require to defend against such claims; and (iii) the Provider is entitled to conduct litigation or proceedings to settle such claims. In the event of taking legal action arising from the alleged violations of the rights of third parties, the Provider reserves the right at its own discretion: (a) to ensure in favour of the Customer the right to continue in using the Licensed software, (b) to replace or modify the Licensed software by other software that does not infringe upon the rights of the third parties, which in terms of functionality will be a sufficient substitute, or (c) to terminate the licence granted under this Agreement and to pay the Customer a proportional refund of fees paid for the Licensed software.

11. Limited liability

11.1 With the exception in respect of the claims relating to infringement of the provisions on confidentiality in the Agreement, a breach of intellectual property rights or the use of the

Licensed software by the Customer outside the scope of the licence granted, under no circumstances will the total liability of one party against the other arising or relating to the Agreement exceed, alternatively, (i) the sum of the fees paid to the Provider on the part of the Customer at the time of the claim accrual, or (ii) actual damage suffered by the party, regardless of whether the claim is applied on the grounds of guarantee, contract, tort liability, or on other grounds, while for the purposes of the limitation of such claim it is decisive as one of the limiting factors (i and ii), which ever is lower. Neither party will be liable to compensate the other party beyond the limits agreed upon in this point of the General Business Terms and Conditions.

11.2 The Provider or its suppliers are not liable for special, indirect, incidental or consequential damages, especially for lost profit, loss or inaccuracy of data or interruption of business, howsoever caused and whether it is in the grounds of tort liability (including negligence), the Agreement or other theory on liability, if it is true that the damaged entity has been advised of the possibility of such damages.

12. Customer declaration of competence to be a party to the contractual relationship

12.1 The Customer declares that it has the right to enter into a contractual relationship established by the Agreement, as it has, under the law that governs the contractual relationship, the legal personality and legal capacity, and that its contractual autonomy is not limited in any way, and is respectively not aware of any circumstances that would prevented it from entering into this contractual relationship, to implement the commitments it has undertaken and compliance with this Agreement.

13. Property rights and intellectual property rights

13.1 Title, ownership right and all intellectual property rights to the Licensed software are indicated in favour of the Provider and its suppliers. The Licensed software is protected by copyright law and international conventions on copyright. Title, ownership rights and intellectual property rights to the content accessed through the Licensed software are the property of the respective content owner and may be protected

by applicable copyright or other legal regulations. The Agreement does not give the Customer any rights to such content. Except where expressly provided in the Agreement, all rights and title to the Licensed Software shall pertain to the Provider and its suppliers.

14. Promotion

14.1 The Provider may mention the Customer's name and the nature of the services provided under this Agreement in relation to development of the Provider's business activities and marketing as well as to place such mention without any restrictions on its website.

15. Confidential information

15.1 During the term of this Agreement, as well as in the future, each of the parties will use and reproduce the confidential information of the other party only for the purposes of this Agreement and restrict the disclosure of the other party's confidential information so that it is accessible only to its employees, affiliates and the employees of affiliates who will be familiar with the obligation to comply with the restrictions laid down in this Agreement, so that they would not disclose the confidential information of the other party to another third party without prior written consent. Notwithstanding the foregoing, the provision of confidential information about the other party if so required by law, legal proceedings or investigation, provided that the other party was informed about such disclosure of confidential information in advance and the party releasing the confidential information by this disclosure used all possible means in order to prevent the uncontrolled spread of confidential information, is not considered to be a breach of the Agreement.

15.2 "Confidential Information" shall mean:

(i) the prices agreed in the Agreement; (ii) the parties' trade secrets, business plans, strategies, methods and procedures; (iii) any other information relating to one of the parties, or its business that is not publicly known, including information on personnel, products, customers, marketing strategies, services, prices and future business plans. Notwithstanding the foregoing, the term "confidential information" specifically excludes (A) the information known in the public domain or that subsequently enters into the public domain by publishing or otherwise through

the inaction or fault of the other party; (B) information that is known to one party without restriction before receipt from the other party from its own independent source, not acquired directly or indirectly from the other party; (C) information which a party acquires from a third party which has the right to transfer such information and is not required to keep such information confidential; and (D) information independently developed by an employee or agent of either contracting party, provided it is established that such employees or agents did not have access to the confidential information of the other Party.

16. Duration and Termination of the Agreement

16.1 The Agreement becomes valid and effective on the Effective Date under paragraph 1.9 and will remain effective until its termination in accordance with the following paragraph.

16.2 Either of the parties may unilaterally withdraw from the Agreement if the other party is in default as for the performance of its obligations under the Agreement and fails to meet its obligation (did not remove the default) within 45 days after receipt of a written notice from the other party regarding it meeting its obligations (default removal).

16.2 Either of the parties has the right to withdraw from the Agreement on the day following the day on which a bankruptcy as for the property of the other party is declared, or a petition for bankruptcy is refused for lack of assets, or if restructuring proceedings are initiated regarding the other party, or if the other party goes into liquidation.

16.3 All licenses granted under the Agreement cease to exist at the moment of termination of the Agreement. Upon termination of the Agreement, regardless of the legal grounds for its termination, the Customer shall return to the Provider all Licensed software and the Documentation or other materials relating to the Licensed software, copies or reproductions of the Licensed software as well as all Upgrades, Updates and Patches, and any enhancement of the Licensed software. The parties are obliged, on the grounds of termination mutually and without any delay but within 30 days from the Agreement's termination at the latest, to return all materials and articles belonging to the other

party and confidential information belonging to the other party in all forms. In the event that it is not possible to return something in the possession of the other party in practically justified cases, the party who holds these things is required to dispose of them and submit a certificate of their disposal to the other party.

17. Force majeure

17.1 Neither party will be liable for any delay or failure to fulfil obligations under the Agreement if such delay or failure to fulfil obligations under the Agreement is due to force majeure.

17.2 Force majeure means facts and actions that are out of the disposition or control of the parties which came to light after making the Agreement which could not be overcome while spending reasonable costs or loss of time by the Party which is affected by force majeure consequences. Force majeure means, especially, war, new legislation, natural disaster, fire or explosion.

18. Independence of the Parties

18.1 Neither provision of the Agreement constitutes or represents a legal basis nor is evidence for the establishment of a contractual partnership, representation, obligation of an agency, commission or other similar contractual relationship or joint venture between the parties. Neither party is authorized to act or name/present themselves as a representative of the other party that is entitled to enter on its behalf into obligatory or any other relationships.

19. Severability of conditions

19.1 If any provision of this Agreement is held invalid, illegal or unenforceable, this will not affect the validity or enforceability of the remaining provisions of the Agreement, which remain valid and effective. The Parties undertake in this case without delay to replace this provision by a written agreement by such regulation of the contractual relationship, which comes closest to the purpose and intent of the Agreement.

20. Assignment of rights

20.1 The Provider is entitled to assign rights under the Agreement to any third party (assignee) with or without the Customer's prior consent. The Customer is entitled to assign rights under the Agreement to any third party (assignee) only with the Provider's prior written consent.

21. Counterparts of the Agreement

21.1 The Agreement may be executed in several counterparts, while each copy is the original.

22. Service

22.1 All documents in connection with the implementation of the obligation resulting from the Agreement will be delivered in person or by mail and namely to the registered office of the other party or to the address specified in the Agreement or by email to the email address specified in the Order or in the Order's confirmation. A document delivered personally to the other party is, in addition to the proper delivery, deemed delivered also if the other party refuses to receive the consignment that is delivered. A document delivered by mail to the other Party will be deemed to have been delivered also in the case that it is returned to the sender as not having been received or for the impossibility of its delivery to the addressee, namely on the day following the day on which the consignment will be returned to the sender. The Parties declare that they agree to the regulation of the servicing of documents pursuant to this article.

23. Agreement on jurisdiction and applicable law

23.1 As for the matter of jurisdiction, the Parties mutually agree that the courts of the Slovak Republic are competent to arbitrate any disputes arising directly or indirectly from the Agreement, including disputes about the validity of the Agreement itself. As for the matter of applicable law, the Parties mutually agree that the Agreement as well as any relationships directly or indirectly resulting from it, including the assessment of the question of its validity, are governed by the law of the Slovak Republic.

24. Miscellaneous

24.1 The Agreement governs any questions about the implementation of a contractual relationship established hereof and supersedes any prior agreements between the parties, including all previous proposals namely oral as well as written as well as the results of previous negotiations between the parties regarding the content of the obligatory relationship established by the Agreement.

24.2 Any amendment to the Agreement can be made only by written amendments, approved and signed by both parties.

25. Severability of obligations

25.1 In the event of termination of the Agreement, all rights and obligations of the parties cease to exist, with the exception of those natural obligations of which it results that they remain in force even after the termination of this Agreement, in particular, but not exclusively, the provisions on confidentiality and claims for damages incurred during the term of this Agreement.