

# TERMS OF USE

## 1. GENERAL TERMS

- The Terms of Use govern the rights and obligations of the Parties, including:
  - the scope of services provided by Velis with regard to the Application,
  - the payment of Fees by the Customer.
- The Terms of Use constitute an integral part of the Agreement between Velis and the Customer.

## 2. DEFINITIONS

- The Parties agree that the capitalized terms and expressions indicated below shall have the following meaning:

TERM	DEFINITION
<b>Agreement</b>	an agreement concluded between Velis and the Customer following either: <ol style="list-style-type: none"><li>acceptance of an Offer by the Customer by placing an order,</li><li>in specific cases – conclusion of an agreement in writing.</li></ol> The Offer is an integral part of the Agreement.
<b>Application</b>	standard unmodified computer software produced by Velis, in object (executable) code, along with patches, updates, upgrades and new releases of this software made available by Velis, with parameters and functionalities specified in the Offer
<b>Business Day</b>	any day from Monday to Friday, except for statutory holidays in the territory of the Republic of Poland
<b>Customer</b>	an entity that receives access to the Application according to these Terms of Use; a Customer may not be a consumer as defined in the Polish Civil Code (i.e. a natural person who concludes an agreement without a direct connection with his/her professional activities)
<b>Development</b>	services of Velis that involve making changes in the Application, in particular adding new features or upgrades to the existing functionality of the Application
<b>Fees</b>	remuneration described in the Agreement and, if applicable, the Offer
<b>GDPR</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 (General Data Protection Regulation)
<b>Implementation</b>	actions taken by Velis, specified in detail in the Agreement and the Offer, that aim to launch the Application, parametrize it and, if applicable, provide the Customer with training.
<b>Issue</b>	temporary or permanent improper functioning of the Application consisting in non compliance of its parameters or functionalities specified in the Offer with the actual parameters and functionalities. An Issue may belong to one of the following categories:  <b>Critical Issue:</b> an Issue that occurs when there is a total loss of service, the Issue affects all users who use the Application and the situation lasts longer than 15 (fifteen) minutes

	<p><b>Standard Issue:</b> an Issue that occurs when there is unavailability of elementary Application functions such as logging in or other functions listed in the Offer for at least 50 (fifty) % of the users who use the Application</p> <p><b>Cosmetic Issue:</b> an Issue that is neither a Critical Issue nor a Standard Issue</p>
<b>Offer</b>	an offer made to the Customer by Velis attached to the Agreement, which describes the scope of the Subscription, Implementation and other services
<b>Partner</b>	a third party who acts as a distributor/reseller of the Application and enters into an agreement with the Customer
<b>Parties</b>	the Customer and Velis
<b>Representatives</b>	representatives of Velis and of the Customer indicated through the Support System or specified in the written Agreement
<b>Response Time</b>	the period computed from the time a report about an Issue has been created in the Support System until Velis first responds back to the Customer (e.g. acknowledges the receipt of the request) and proceeds with fixing the Issue
<b>Server Platform</b>	environments for running one or more instances of the Application
<b>Subscription</b>	services performed by Velis in order to enable the Customer to access the Application and grant to the Customer a license to use the Application
<b>Support System</b>	the electronic system provided by Velis, available at the Internet address <a href="https://support.velistech.com">https://support.velistech.com</a> (or another specified by Velis), which serves as a means of communication between the Parties
<b>Velis</b>	Velis Spółka z ograniczoną odpowiedzialnością Spółka jawna (Polish limited liability company General partnership) with its registered office in Krakow, entered in the Register of Businesses of the National Court Register (KRS), maintained by the District Court for Kraków-Śródmieście in Krakow, 11th Commercial Division of the National Court Register under the number KRS 0000889713, Tax Identification Number (NIP) 6772333578, Statistical Identification Number (REGON) 121036866

### 3. GENERAL OBLIGATIONS OF THE PARTIES

1. The obligations of Velis under the Agreement shall be as follows:
  - a. Implementation of the Application as described in the Offer,
  - b. providing the Customer with a Subscription as described in the Offer,
  - c. providing the Customer with technical support during the warranty period,
  - d. providing a Server Platform or, if applicable, installing the Application on a Server Platform provided by the Customer or a third party,
  - e. performing other optional additional services as described in the Offer.
2. The obligations of the Customer under the Agreement shall be as follows:
  - a. making timely payments of Fees,
  - b. cooperating with Velis to the extent necessary to enable Velis to fulfill the obligations arising out of the Agreement, in particular ensuring the active cooperation from the Representative of the Customer and actively taking part in the acceptance procedure.

3. Both Parties shall perform their obligations with a standard of professional diligence and in compliance with the Agreement.
4. Velis is authorized to engage subcontractors for the performance of its obligations, including but not limited to the Server Platform provider.

#### **4. REPRESENTATIVES**

1. The Representatives of the Parties shall be authorized to make declarations of intent that are binding upon the Parties, concerning the exercise of rights and performance of duties set out in the Agreement.
2. A change of a Representative shall not require a formal amendment to the Agreement and shall be made through sending information to the other Party via the Support System or at the e-mail address of the Representative of the other Party.

#### **5. IMPLEMENTATION**

1. Implementation shall be performed according to a schedule specified in the Offer and within the scope defined therein.
2. Velis shall inform the Customer of the completion of the Implementation through the Support System or by e-mail sent to the Representative of the Customer. Within 5 (five) Business Days the Customer shall verify the compliance of the results of Velis's works with the Offer. If the Customer fails to inform Velis about acceptance or lack of acceptance within that time, the Implementation shall be deemed to have been accepted without any reservations.
3. If the Customer, within the period referred to above, informs Velis that it makes the acceptance of the Implementation conditional on making changes or rendering additional services that are justified in the light of the content of the Offer, Velis shall introduce requested changes or services. In such a case, the date of the receipt and acceptance of the Implementation shall be the day on which changes or services have been made or rendered by Velis.
4. If the Customer refuses to accept the Implementation or makes such acceptance conditional on making changes or rendering services when such decision is unjustified in the light of the content of the Offer, the date of the provision of the information about completion referred to in subsection 2 above shall be the date of the receipt and acceptance of the Implementation by the Customer, and Velis shall be entitled to request payment of applicable Fees specified in the Agreement.
5. Reservations referred to in this section shall be expressed by the Customer through the Support System, under pain of nullity.
6. Acceptance does not prevent the Customer from exercising the rights with regard to warranty and support services provided under the Agreement pursuant to section 10 of the Terms of Service.
7. If Velis grants a license for using the Application for a number of premises and/or reception areas, Velis may perform the Implementation of the Application separately for each of them. In such case, Velis shall be entitled to request the payment of Fees due for given premises and/or reception area from the time of completion of each Implementation of the Application.

#### **6. SUBSCRIPTION**

1. When Velis makes an Application available to the Customer, the Customer receives a non-exclusive and non-transferable license for using the Application within the scope and on principles described hereunder.
2. The Application is protected by copyright laws and international copyright treaties. Velis represents that it owns rights to the Application necessary to fulfill its obligations described hereunder. The license granted hereunder does not provide the Customer with title to, or ownership of the Application or its components, whether made by Velis or any third party.

3. The Subscription commences upon providing the Customer with access data for the Application for the first user, without the need to make any additional declarations by the Parties. The license to use the Application shall be effective for the duration of the Subscription.
4. The license is granted and the Customer may use the Application only in connection with the management of given premises and / or receptions specified in the Offer and in accordance with the functional scope resulting from the Offer. Under the license granted, the Customer may make the Application available to any third parties to the extent that they provide services related to the management of the given premise and / or reception or are the tenants or owners of the premise.
5. The license grants the right to use the Application within the quantitative limits (e.g. a number of users making use of the Application, premises on which the Application is used) specified in the Offer. The Customer may:
  - a. install and run the Application on devices (applies to mobile applications),
  - b. access (e.g. by means of a web browser) the Application installed on the Server Platform, launch it and use it in accordance with the purpose and functionalities of the Application (e.g. for data input, viewing updating data and data deletion).
6. To the extent that third party software is embedded in or otherwise delivered with the Application, such third-party software is subject to any additional terms and conditions specified in the documentation made available by Velis.
7. The Customer may place an order concerning the extension of rights arising out of the license for using the Application, with the consent of Velis and against remuneration specified in the Agreement. Such extension does not require a formal amendment to the Agreement. Placement of orders by the Customer, acceptance of orders and sending the evaluation by Velis, along with acceptance of the evaluation by the Customer, may be made through the Support System.
8. To the extent allowed under applicable law, the following restrictions apply:
  - a. the Customer shall not use nor permit either through its direct efforts or through any third party, use of the Application in the extent exceeding the scope of the license,
  - b. the Customer shall not cause, nor permit either through its direct efforts or through any third party, the modification, disassembly, de-compilation, or reverse engineering of the Application except to the extent necessary to permit interoperability between the Application and other software programs, unless interoperability was provided by Velis,
  - c. the Customer shall not modify nor translate the Application, nor shall Customer create any derivative works,
  - d. the Customer shall not remove any copyright, proprietary or other similar notices which the Application or Documentation may contain,
  - e. the Customer shall not attempt to fix any errors in the Application,
  - f. the Customer shall not attempt to defeat, modify, copy, work around, or duplicate any security devices or other technical measures protecting the Application,
  - g. the Customer shall not publish nor make available any results of benchmark or security tests of the Application.
9. The Customer agrees to cooperate with Velis within the scope necessary for the protection of copyright to the Application. In particular, in the event of suspicion of copyright infringement by the Customer or other entities such as its employees, associates or business partners, the Customer shall inform Velis of this fact and make available to the latter all the information that is necessary to assess the extent and other circumstances concerning the infringement and for asserting by Velis its rights.

## **7. SERVER PLATFORM**

1. Unless the Agreement specifies otherwise, Velis shall provide hosting of the Application on a Server Platform. Velis is free to choose the Server Platform provider as long as the Server Platform conforms with the requirements described in the Offer.
2. If the Agreement stipulates that the Application is to be implemented on a Server Platform provided by the Customer or a third party, the Customer shall ensure that Velis has access to such Server Platform to the extent and at times necessary to properly perform its obligations, during the entire term of the Subscription.

## **8. ADDITIONAL SERVICES**

1. The Customer is entitled to send a request for proposal regarding Development of the Application. The works on the Development of the Application shall be each time evaluated by Velis, based on the hourly rate specified in the Agreement.
2. The works shall commence upon the acceptance by Velis of the proposed works and the specification thereof and upon the acceptance of the evaluation by the Customer.
3. Placement of orders by the Customer, acceptance of orders and sending the evaluation by Velis, along with acceptance of the evaluation by the Customer, shall be made through the Support System.
4. Should the Parties fail to conclude an order for the Development of the Application, Velis shall nevertheless be entitled to business analysis fees for the time spent on creating the specification of proposed works, based on the hourly rate specified in the Agreement. When an order for the Development of the Application is concluded, the Fees described therein will include business analysis fees.
5. Velis shall be authorized to issue an invoice for the works carried out within the Development of the Application on the date on which such changes are made available to the Customer, which does not prevent the Customer from exercising the rights with regard to warranty and support services provided under the Agreement pursuant to section 10 of the Terms of Service.
6. Velis may, at its discretion, carry out works on the development of the Application on its own, without charging the Customer for additional Fees. Such works may, in particular, include the development of specific modules of the Application, increasing the security for the Velis Software, etc. New releases may include new and/or modified or replaced features, patches and fixes. Velis may update the Application as necessary after every new release.
7. Any copyright on works created within the Development of the Application shall be vested in Velis. When Velis updates the Application made available to the Customer, such works shall be covered by the license as described in section 6.
8. The provisions of these Terms of Use shall apply accordingly to the principles of performing the Development of the Application that are not regulated in the accepted offer for the performance of these works.

## **9. FEES**

1. Unless the Agreement specifies otherwise, the Fees shall be paid according to the following rules:
  - a. for Implementation of the Application (sec. 3.1.a): payable according to a VAT invoice issued after the date of receipt and acceptance, in accordance with section 5 of the Terms of Use,
  - b. for Subscription, technical support and the Server Platform (sec. 3.1.b-3.1.d; Subscription Fees): payable according to a VAT invoice issued:

- i. if the Agreement specifies periodic payments for the Subscription: in advance for each term (e.g. calendar month); if the Subscription commences during a term (e.g. during a calendar month), the Fees for such term shall be due in the amount prorated to the time remaining until the end of the term,
    - ii. in other cases: after the Subscription commences.
  - c. for other initial services (sec. 3.1.e): payable according to a VAT invoice issued after the services are completed, unless the Agreement specifies otherwise,
  - d. for the Development: payable according to a VAT invoice issued, in accordance with section 8 of the Terms of Use
- 2. The Offer specifies the remuneration for the Development and may specify the amount of remuneration for other initial services (sec. 3.1.e).
- 3. All Fees are net to Velis. The Customer shall be responsible for taxes, duties or charges of any kind (including but not limited to VAT, GST, withholding taxes and any other applicable sales tax), excluding taxes based solely on Velis's income.
- 4. If the Customer is in delay with the payment of Fees that lasts more than 14 (fourteen) days and fails to pay them after Velis sets an additional 7(seven)-day deadline in writing or through the Support System, Velis shall be entitled to suspend the services described in sections 3.1.b-1.d (Subscription, technical support and the Server Platform), including access to the Application, until the Customer has fulfilled all outstanding payment obligations to Velis. Velis preserves the right to accruing Fees regardless of the suspension.
- 5. The remuneration referred to in sec. 9.1.b shall be indexed each year to the increase in consumer price index promulgated by the President of the Central Statistical Office of Poland for the previous 12 (twelve) months. The indexation shall not require an amendment to the Agreement or additional notification for the Customer. The first indexation shall take place in January of the year after the year in which the Agreement was made.
- 6. The remuneration referred to in sec 9.1.d shall be indexed each year by Velis taking into account the current costs of providing the services referred to in sec. 9.1.d Velis shall notify the Customer about the new rate in advance, keeping the documentary form.

## **10. WARRANTY AND SUPPORT SERVICES**

- 1. Velis guarantees that Issues that occur within the warranty period will be resolved. The warranty period is:
  - a. if the Agreement specifies periodic payments for the Subscription: the same as the term of the Agreement,
  - b. in other cases: 12 (twelve) months after the date of receipt and acceptance, in accordance with section 5 of the Terms of Use.
- 2. If an Issue is found in the Application during the warranty period, Velis undertakes, depending on the type of the Issue, to meet the following Response Times:
  - a. in the event of a Critical Issue: 1 (one) Business Day,
  - b. in the event of a Standard Issue: 3 (three) Business Days,
  - c. in the event of a Cosmetic Issue: 10 (ten) Business Days.
- 3. To the extent allowed in the applicable law, warranty and support services as described herein are sole remedies for any defects of the Application.
- 4. Issues may be reported only through the Support System. Each report should contain:
  - a. a description of the Issue detailed enough to enable Velis to reproduce it,
  - b. a description of circumstances in which the Issue occurred or was identified.



5. Reports concerning the investigation and resolution of the Issue shall be sent by Velis through the Support System.
6. Issues can be submitted only up to 5 (five) individuals authorized by the Customer. The Customer may notify Velis in writing or through the Support System about any changes to this list. Prior to authorizing any new persons, the Customer shall train them with regard to both the use of the Application and the Support System. Unless stated otherwise, new persons shall be authorized to place an order for Development of the Application, pursuant to section 8 of the Terms of Use.
7. In order to ensure technical support, Velis reserves the right to access the Application with the use of a dedicated user account with administrative authorizations, and if the Application has been installed on the Customer's Server Platform, to access such a server with administrative authorizations.

## **11. LIABILITY**

1. The Customer shall remain the owner of the data input to the Application. At the same time, Velis shall not be liable for the content of such data.
2. The Customer shall remain responsible for editing all master data and making changes to the configuration of the Application. The Customer may not:
  - a. transmit content not resulting from normal use of the Application or causing disturbance to the work or overload to ICT systems of Velis or other entities participating directly or indirectly in the provision of services specified in the Terms of Use,
  - b. transmit content which infringes rights or interests of third parties, generally accepted social norms, or is non-compliant with applicable law,
  - c. otherwise overuse means of electronic communication provided by Velis for the purposes of rendering support services, including the Support System.
3. Velis shall not be liable with respect to any subject matter of the Agreement, under any legal theory for any consequential, exemplary, punitive incidental, indirect or special damages, or for any loss of profits or loss of goodwill or lost data, regardless of the fact whether or not the Party has been advised of the possibility of such damages.
4. Velis liability for damages caused as a result of or in connection with the performance of the Agreement is limited up to the amount of monthly Subscription Fees for 6 (six) months, or, if Subscription Fees are payable on a one-off basis, up to 50 (fifty) % of such Fees. In any circumstances Velis shall only be liable for damage caused intentionally or through gross negligence. All the above limitations apply to contractual and tort liability.
5. Regardless of the above, Velis shall not be liable for:
  - a. any damages resulting from improper operation or cessation of functioning of the Application related to improper use of the Application;
  - b. the effects of using the Application by unauthorized persons;
  - c. the effects of modifying the Application by entities other than Velis;
  - d. damage caused to the Customer as a result of an Issue;
  - e. the effects of disclosing a password or any other information identifying the user to an unauthorized person;
  - f. the effects of a malfunction of a telecommunications network;
  - g. malfunction or non-operation of the Application due to malfunction or non-operation of third-party software, including its communication with the Application;
  - h.

the effects of unauthorized interference by the Customer or third parties in the structure of the Application databases;

- i. the effects of force majeure, understood as events beyond Velis' control, which Velis could not foresee or prevent, and which disrupt or prevent the performance of the Agreement.
6. The limits of liability apply to the extent allowed in the applicable law.
  7. Velis ensures the existence of functionalities of the Application indicated in the Offer, but does not guarantee the suitability of the Application for purposes envisioned by the Customer.
  8. Technical requirements necessary for the interoperability with the Application shall be specified in the Offer. The technical requirements may be updated by Velis if they result from technical or technological changes. In such a case, Velis shall inform the Customer of the change in technical requirements. If lack of proper functioning of the Application is caused by a failure of the Customer to meet the technical requirements, it shall not constitute an Issue.
  9. Neither Party shall be liable for any failure to perform any of its obligation under the Agreement to the extent such failure is caused by events which were beyond the control of the Party seeking protection from liability according to this section without any negligence of such Party (including events such as strikes, lockouts, riots, acts of war, acts of terrorism, acts of states, state-backed or state-funded entities, natural disasters, fire or explosions).
  10. While the Parties acknowledge that achieving absolute security of an IT system is not feasible, both Parties agree to take commercially reasonable actions to prevent unauthorized access to the Application. The Customer will ensure that all authentication data under its control and all devices used to access the Application are stored and used in a way that prevents unauthorized access to the Application.
  11. In connection with granting the Customer a warranty, the Parties hereby exclude the Customer's rights under the statutory warranty for physical defects of the Application.

## **12. CONFIDENTIALITY**

1. The Parties undertake not use or disclose to any third party any confidential information of the other Party that was obtained in connection with the making and performance of the Agreement, in particular and technical, technological, commercial, and organizational data concerning the other Party. Confidential information include information about technical measures implemented in the Application, its documentation and information about pricing and discounts.
2. Any transmission, disclosure, transfer or offering for data and information as specified in subsection 1 shall be allowed only with prior written consent of the disclosing Party.
3. Each Party shall be required to implement, at its own cost, measures that ensure meeting the obligations set out in this clause.
4. The obligations set out in this clause remain in force also after the termination of the Agreement between the Parties, for the period of 5 (five) years.
5. The obligation to maintain confidentiality does not apply to situations:
  - a. where confidential information became publicly known other than as a result of a breach of the confidentiality clause, or
  - b. where disclosure of confidential information is required under provisions of law, a court judgement or decision of another competent authority, or
  - c. concerning the fact of making the Agreement between the Parties and the scope of the license granted, to the extent such circumstances have been exploited in marketing materials (including press releases, blog and social media posts), references and confirmation of competencies



6. If it is necessary under the foregoing to disclose confidential information, the Party obliged to disclose such information should as soon as possible notify the other Party in writing.

### **13. PERSONAL DATA PROTECTION**

1. The provisions of this clause shall apply if the Customer stores in the Application the personal data to which Velis will gain access and which will be processed by it.
2. The Customer entrusts to Velis the personal data processing with a view to performing the obligations arising from the Agreement.
3. If the Customer that is not a data controller within the meaning of GDPR it declares that it obtained from the competent personal data controller the consent to entrust the data processing.
4. Velis shall process personal data with which it has been, under this Agreement, entrusted for processing, exclusively on documented instructions from the Customer resulting from this Agreement. The Parties understand in particular the provisions of the Agreement as documented instructions. The Customer may submit further instructions through the Support System by ordering additional services. Velis shall immediately inform the Customer if, in its opinion, an instruction infringes GDPR or other data protection provisions.
5. Unless the Offer specifies otherwise, the scope of personal data processing is as follows:
  - a. categories of data subjects: Customer's employees, customers, vendors and guests;
  - b. nature of the processing: collecting, recording, arranging, organizing, storing, reproducing, archiving, gaining access to, adapting or modifying, downloading, browsing, exploiting and matching or merging;
  - c. types of client data: first name, last name, phone number, e-mail address, company information, login, avatar, id number, vehicle registration number.
6. Velis shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
7. Velis shall implement appropriate technical and organizational measures to ensure a level of security pursuant to Article 32 of GDPR.
8. Velis shall assist the Customer, insofar as this is possible, with fulfilling obligations to respond to requests for exercising the data subject's rights laid down in Chapter III of GDPR. Velis shall assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of processing and the information available to the Customer. Velis may provide such assistance at an additional cost at the hourly rate specified for the Development of the Application.
9. In the event of termination of the Agreement, Velis shall, depending on the decision of the Customer, return personal data or permanently delete such data within 14 days from the date of termination of the Agreement. The return of data may result in an additional cost at the hourly rate specified for the Development of the Application.
10. Velis shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer. Audits may be conducted subject to the following terms:
  - a. the audit will be pre-scheduled in writing with Velis at least 30 days in advance and will be performed once a year at most, unless other schedule is necessary according to the terms of an agreement with a sub-processor;
  - b. if applicable, all of the Customer's personnel performing the audit, whether employed or contracted by the Customer will conclude a standard non-disclosure agreement with

Velis prior to the initiation of the audit, and additionally any third-party auditor will execute a non-competition agreement with Velis;

- c. the Customer will undertake all necessary measures to ensure and verify that the auditors do not access, disclose or compromise the confidentiality and security of personal data stored and processed on Velis's information and network systems;
  - d. the Customer shall take all necessary measures to prevent any damage or interference with Velis or its service providers' information and network systems;
  - e. the Customer shall bear all costs and assume responsibility and liability for the audit and for any failures or damage caused as a result thereof;
  - f. any audit activities on Velis's third-party service providers' information systems will be pre-scheduled and agreed on with the applicable providers;
  - g. the Customer shall keep the audit results in strict confidentiality, use them solely for the specific purposes of the audit under this section 9 and the GDPR, and will not use these results for any other purpose, nor share them with any third party, without the Velis's prior explicit written confirmation.
11. Velis may engage sub- contractors including sub-processors, in particular parties offering data center, software development and server administration services. Such sub-contractors must be professionally engaged in services of a given type. The data of subcontractors may be indicated in the Offer. For the avoidance of doubt, the Parties confirm that natural persons conducting business activity cooperating with Velis on the basis of a civil law contract are not treated as subcontractors, but as Velis staff members, similar to Velis employees. At least 7 (seven) days before Velis engages any new sub-processor, Velis will provide the Customer with appropriate notice. If the Customer objects to a new sub-processor within (7) seven days from such notice Velis shall not appoint the proposed sub-processor until reasonable steps have been taken to address the objections raised by the Customer. Where such steps are not sufficient to eliminate the Customer's reasonable objections then Velis may:
- a. terminate the Agreement to the extent that it relates to the services which require the use of the proposed sub-processor, without bearing liability for such termination; or
  - b. appoint another sub-processor and will provide the Customer with appropriate notice; such cooperation on the part of Velis may require additional fees.
12. Any objection referred to in the preceding sentence requires adequate justification and written form, under pain of nullity. The Customer shall not object to sub-processing without just cause, where Parties understand such just cause a situation in which sub-processing poses a threat to Velis' due fulfillment of obligations or risk of violating rights of the data subjects.

#### **14. TERM AND TERMINATION**

1. The Agreement is made for an indefinite period of time.
2. Until the end of 18 months of the date of notification of the Customer of the completion of the Implementation (sec. 5.1), the Customer undertakes not to terminate the Agreement under the penalty of paying a contractual penalty in the amount of remuneration that would have been due to Velis for the performance of the Agreement, if the Agreement had not been terminated. After the lapse of 18 (eighteen) months of the date of notification of the Customer of the completion of the Implementation (sec. 5.2), each Party shall be entitled to terminate the Agreement with 3 (three) months' notice, effective at the end of a calendar month.
3. Each Party shall be entitled to terminate the Agreement with immediate effect if any of the following grounds occurs:

- a. the other Party permanently ceases business activities relevant for the obligations described in this Agreement or an order is made or resolution passed for the initiation of winding up of the Party,
  - b. the other Party becomes insolvent to the extent that it would be obligated to initiate bankruptcy or restructuring proceedings,
4. Velis shall be entitled to terminate the Agreement with immediate effect in the event that the Customer breaches the terms of the Application license.
5. Regardless of the manner in which the Agreement has been terminated, the Customer may require Velis to export data contained in the Application in the format agreed by the Parties. The terms described for the Development of the Application (sec. 8) shall apply.
6. The termination of the Agreement shall be effected by means of a declaration made to the other Party in writing, under pain of nullity.

## 15. FINAL PROVISIONS

1. The Terms of Use are made available to the Customer prior to entering the Agreement and are made available for download at the following address: <https://www.velistech.com/conditions>.
2. Velis reserves the right to amend the Terms of Use. Any amendments to the Terms of Use shall be published on the website of Velis. Velis shall notify the Customer of an amendment to the Terms of Use by sending appropriate information through the Support System.
3. In the event referred to in subsection 2, the Customer shall have the right to terminate the Agreement with notice. If the Customer fails to do that, the amendment to the Terms of Use shall enter into force upon the lapse of the notice period.
4. In the event of the change of address or other details indicated in the Agreement, a Party shall be required to inform without undue delay the other Party, or else any action (including delivery of correspondence) taken on the basis of details indicated until that time shall be deemed effective. The change of the above details shall not constitute an amendment to the Agreement and will be made by sending to the other Party information via e-mail at the e-mail address of the Representative of the Party.
5. The Agreement and all the schedules thereto as well as the Terms of Use constitute the entire understanding between the Parties and supersede any prior written or oral arrangements connected with the subject matter of the Agreement. Any previous oral and written agreements, modifications, understandings as well as any general terms and conditions, codes of conduct or other similar documents or clauses supplied by the Customer shall not be in force, unless this provision has been expressly excluded in writing by both Parties.
6. To the extent defined by mandatory provisions of law, the invalidity of any provision of the Agreement or Terms of Use shall not affect the validity of the remaining provisions. In the event that specific provisions of the Agreement or Terms of Use have been deemed invalid, the Parties shall seek to replace the invalid provisions with provisions that produce the same economic effect.
7. The names of specific clauses were introduced exclusively to order the provisions of the Terms of Use and shall not have decisive effect on its interpretation.
8. The Customer shall not be entitled to assign rights and obligations arising out of the Agreement and Terms of Use in whole or in part, without prior written consent of Velis. However, the following shall not require the consent of Velis:
  - a. assignment to a subsequent owner or a company that manages real property for which the Application is being used, if the license for the Application has been granted for premises,

- b. assignment to a company within the same capital group as the Customer (i.e. that controls the Customer, is controlled by the Customer or is under common control with the Customer).
9. The Agreement and Terms of Use shall be governed by Polish law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
10. The Parties agree that if any disputes arise in connection with the Agreement and/or the Terms of Use, the Parties shall seek to resolve them amicably by means of negotiations. If the Parties fail to resolve the dispute within 30 (thirty) days of the receipt of the notice, each Party may submit the dispute to the Polish common court which has jurisdiction over the registered office of Velis.
11. The Terms of Use shall come into force on April 1<sup>st</sup>, 2021.

