

SUBSCRIPTION AGREEMENT

This Subscription Agreement governs Client's ordering and use of THINGS SOLVERs services.

By accepting this Agreement, which is done by executing a Purchase order form that refers to this Agreement, Client agrees to the terms of this Agreement.

If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that he has the authority to bind such entity to these terms and conditions, in which case the term "client" shall refer to such entity.

The Services may not be accessed for purposes of monitoring their availability, performances or functionality, or for any other benchmarking or competitive purposes.

Capitalized terms have the definitions set forth herein.

This Agreement was last updated on December 6th, 2023. It is effective between Client and THINGS SOLVER as of the date of Client's acceptance of this Agreement (the "Effective Date").

1. DEFINITIONS

"Affiliate" means in relation to THINGS SOLVER, another entity that presently or in the future, directly or indirectly, whether by itself or through one or more intermediaries, controls, is controlled by, or is under common control with THINGS SOLVER, where "control" means: (i) beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization, by contract, as trustee or executor, or otherwise, or (ii) a fifty percent (50%) or greater share in the profits and/or capital of a partnership or other business organization without voting securities.

"Agreement" means this Subscription Agreement.

"Client" means company or other legal entity accepting this Agreement.

"Content" means information obtained by THINGS SOLVER from publicly available sources or its independent content providers and made available to Client through the Services

"Client Data" means electronic data and information submitted by or for Client of the Services, which does not include Content and Third Party Applications.

"Documentation" means user guides/manuals, clauses, training materials, product description and operating, technical or other similar manuals and/or pieces of documentation defined in the Agreement.

"Free Trail" the period in which the Service is tested, in a time-limited period, the duration of which shall be defined in the Purchase Order, and on the condition that THINGS SOLVER approves the Free Trial for the Client. During the Free trial, the Client acquires the right to use the Services exclusively for the purpose of integration and testing without the right to use it for commercial purposes.

"Third Party Application" means Web-based, mobile, offline or other software functionality that interoperates with a Service provided by the Client. Third Party Applications, other than those obtained or provided by the Client, will be identifiable as such.

“Purchase Order” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between the Client and THINGS SOLVER, including any addenda and supplements thereto. A Purchase Order confirmed between the Client and THINGS SOLVER represents an integral part of this Agreement.

“Services” means THINGS SOLVER services or software functionality that may be made available to Client in line with this Agreement specified at <https://docs.thingsolver.com> (docs).

“Software” means current version of THINGS SOLVER’s software, the usage of which is enabled through the Services, licensed under the terms and conditions specified in the Agreement.

“Purchased Services” Services ordered by Client under Purchase Order or on online purchasing portal, if applicable.

“Support services” means support services performed under this Agreement as specified at <https://legal.thingsolver.com/support-policy.pdf> (Support Policy).

“Support portal” means portal for providing support services to the Client available on the following link: <https://support.thingsolver.com/>.

“THINGS SOLVER” means the company Things Solver d.o.o. Beograd, Milutina Milankovića 19G, 11 000 Belgrade, Republic of Serbia.

“Working Days” means days from Monday to Friday excluding official public holidays in THINGS SOLVER country of residence

“Working Hours” means hours from 09 AM to 05 PM on Working Days (CET time zone).

2. LICENSING SYSTEM:

“Licensing System” means the system of granting the license to use Services specified in the Purchase Order, including the following:

- license for Profiles
- license for a fixed number of Servers
- license per interaction.

“Profile” means a unique person – buyer or visitor of online channels (web, mobile, atm etc.) of the Client who meets at least one of the following requirements: 1) at least one shopping in the last two years, counting from the day of the issuance of the invoice or 2) at least one visit of online channels of the Client in the last year counting from the day of the issuance of the invoice. In case that the unique person meets both requirements, it will count as one Profile. Identifying and merging buyers and visitors into one profile (Identity resolution) will be performed by Things Solver with accuracy of 90%.

“Identity resolution” means a process of data management by using different tools and techniques in order to identify actions of end users of Client (buying or visiting online channels of the Client and connecting those actions to the unique single person in a way that all actions performed by one unique person (buying and/or visiting online channels of the Client) are linked to its unique profile and are counted as a single Profile.

“Servers” means a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or devices; where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate Server.

“Interaction” means any unique call to THINGS SOLVER's API (Application Programming Interface) that serves finished results in the form of predefined output, an interaction does not include authorization or initialization calls or manipulation on the graphical interface. In the case of calls to THINGS SOLVER's "Bulk" APIs that result in multiple unique Profiles, the interaction represents the total number of unique profiles in the result of that call.

3. SCOPE OF THE AGREEMENT

Under this Agreement and applicable Purchase Order that refers to this Agreement, THINGS SOLVER undertakes to grant the Client the subscription which covers:

- 1) availability of Purchased Services and Content on the terms and conditions and to the extent specified in this Agreement and
- 2) Support Services specified herein:
 - a) Package “Standard” , the price of which is included in the Service price
Or
 - b) Package “Standard +” the price of which is not included in the Service price, but has to be purchased separately

Free trail: In case the Free Trail is approved by THINGS SOLVER, the Client is obliged to submit a written notification (including email) to THINGS SOLVER before the end of the Free Trail period with the specification of the module which Client does not want to continue using. For the avoidance of every doubt, The Client does not have the possibility to submit a notification that he does not want to continue using any of the modules.

The subscription fee is calculated for all modules for which the notification from the previous paragraph has not been submitted, which will be confirmed by signing the Purchase Order.

Integration services are not the subject of this Agreement. In the event that there is a need for integration services, it will be the subject of a separate agreement concluded by THINGS SOLVER and the Client.

4. PARTIES OBLIGATIONS

THINGS SOLVER hereby undertakes to:

- enable Services under the Agreement in accordance with the terms and conditions stipulated herein and by applicable Purchase Order, upon realization of required technical conditions by the Client (configured equipment and provided physical connection to the communication hub), as specified at <https://docs.thingsolver.com> (docs);
- provide the Client with the access to the Services within period defined in applicable Purchase Order;
- provide the availability of Services specified in this Agreement;
- provide Support Services as specified in this Agreement and applicable Purchase Order;

- inform the Client about changes in the name, address;
- inform the Client in a timely manner of all facts and changes in circumstances that significantly affect or could affect the fulfilment of contractual obligations;
- Deliver all Services and Support Services under the Agreement in professional and timely manner and ensure their availability, in accordance with the terms and timeframes specified herein;
- Assign to the processes under the Agreement personnel with necessary knowledge and experience;
- Issue the invoices according to the provisions of this Agreement and applicable Purchase Order.

Availability:

THINGS SOLVER shall ensure that Service operating 24 hours 7 days a week is available 99% of the time on a monthly basis.

It shall be considered that Services are not available in case of failure of a key feature of the particular Service. The list of key features per Service is specified at status.thingsolver.com.

THINGS SOLVER shall not be liable if the Services are not available due to errors, deficiencies and unavailability of the Client, Internet service provider failure or delay or due to Force Majeure.

THINGS SOLVER shall not be responsible in the event of an unplanned interruption caused by unforeseen circumstances (e.g. interruptions in the supply of electricity, interruptions in telecommunication connections, force majeure, etc.), these interruptions are not included in the calculation of the availability of Services.

A planned interruption in services is possible only due to disconnection, the cause of which are actions necessary for the maintenance and improvement of services, and which disconnection must be announced to the Client in a timely manner along with the delivery of information on the planned duration of disconnection.

THINGS SOLVER and the CLIENT shall analyse the reports on the availability of the Services on a monthly basis and, based on the obtained results, possibly take, if necessary, adequate corrective and preventive measures.

New release:

New version of the services or its component will be provided to the Client at no charge in accordance with THINGS SOLVER internal new release distribution plan and in such a manner that these deliveries shall not affect the agreed level of service availability.

In the event that the delivery of a new version requires provision of integration services, the costs of these services shall be charged to Client by Things Solver subsequently, based on the special agreement or Purchase Order, which shall be signed by the Parties.

5. Personal data protection

THINGS SOLVER will maintain appropriate technical and organizational measures to protect the security, confidentiality and integrity of Client Data which shall include, but not be limited to, measures designed

to prevent unauthorized access or disclosure of Client Data. The terms of personal data processing are listed at <https://legal.thingsolver.com/data-processing-agreement.pdf> (DPA).

CLIENT OBLIGATIONS

Client hereby undertakes to:

- use the Services only in compliance with this Agreement and applicable laws and government regulations;
- not to make copies of the received documentation except for its own needs without the prior consent of the THINGS SOLVER;
- perform all obligations under this Agreement in a professional manner;
- notify the THINGS SOLVER in writing within 15 days from the day of the occurrence of any changes that may be relevant for business cooperation. If the Client does not act in compliance with this point, and the THINGS SOLVER suffers damage as a result, the Client is obliged to fully compensate for the damage;
- use the Services exclusively for its own needs, i.e. that it cannot transfer its right of use to third parties;
- report any issue in the operation of the Services to the responsible person of the THINGS SOLVER as soon as possible on the following link: <https://support.thingsolver.com/>;
- notify the THINGS SOLVER of changes in the name, title, address, as well as equipment or services installed on its side which have influence on the THINGS SOLVER's operations;
- comply with the THINGS SOLVER's written instructions regarding the use of Services;
- Ensure access to the information and resources necessary and to appoint from among its employees the persons who will collaborate with the THINGS SOLVER's representatives under the Agreement and applicable Purchase Order;
- Timely pay the invoices issued by the THINGS SOLVER under the conditions of the Agreement;
- to inform the THINGS SOLVER in a timely manner of all facts and changes in circumstances that significantly affect or could affect the fulfilment of contractual obligations.

6. USE OF SERVICES

Subscriptions:

Unless otherwise provided in the applicable Purchase Order or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Purchase Order or in the applicable online purchasing portal. Client agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by THINGS SOLVER regarding future functionality or features.

Usage Limits:

Services and Content are subject to usage limits specified in Purchase Order and Documentation. If Client exceeds a contractual usage limit, THINGS SOLVER may work with Client to seek to reduce Client's usage so that it conforms to that limit. If, notwithstanding THINGS SOLVER's efforts, Client is unable or unwilling to abide by a contractual usage limit, Client will execute the Purchase Order for additional quantities of

the applicable Services or Content promptly upon THINGS SOLVER's request, and/or pay any invoice for excess usage in accordance with the "Fees and Payment" section below.

7. USAGE OF CONTENT

Client Responsibilities:

Client will (a) be responsible for its End-Buyers compliance with this Agreement, Documentation and Purchase Orders, (b) be responsible for the accuracy, quality and legality of Client Data, the means by which Client acquired Client Data, Client's use of Client Data with the Services, and the interoperation of any Third party Applications with which Client uses Services or Content, (c) prevent unauthorized access to or use of Services and Content, and notify THINGS SOLVER promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Purchase Orders and applicable laws and government regulations, and (c) comply with terms of service of any Third party Applications with which Client uses Services or Content.

Any use of the Services in breach of the foregoing by Client or its End-Buyers that in THINGS SOLVER's judgment threatens the security, integrity or availability of Services, may result in THINGS SOLVER's immediate suspension of the Services.

Usage Restrictions:

Client will not (a) make any Service or Content available to anyone other than Client or Authorised Users' or/and Activated End-Users', nor use any Service or Content for the benefit of anyone other than Client, unless expressly stated otherwise in an Purchase Order or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Third party Application to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Third party Application to store or transmit malicious code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of THINGS SOLVER intellectual property except as permitted under this Agreement, an Purchase Order, or the Documentation.

Removal of Content and Third Party Application:

Client is obligated to stop with usage or to remove, modify and/or disable any Content or a Third Party Application in accordance with the notice received, including from THINGS SOLVER, that Content or a Third Party Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights and to provide written confirmation on deletion and discontinuance of use of such Content and/or Third Party Application in writing in which case THINGS SOLVER shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In the event that the Client does not comply with the obligations stated herein, THINGS SOLVER is authorized to delete such content and/or deny the Client access to such content in order to comply with legal obligations and requirements of state authorities.

8. FEES, INVOICING AND PAYMENT

Fees:

The amount of the fees for Services and Support services, method and terms of its payment are specified in the Purchase Order and are calculated basing on the price list specified at <https://thingsolver.com/pricing> (pricing), valid on the day of signing the Purchase Order.

Unless otherwise specified herein or in the Purchase Order, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

THINGS SOLVER reserves the right to change the price list of the Services that are the subject of the Agreement and the Purchase Order during the term of this Agreement, and the changes to the price list will be applied starting from the expiration of 30 days after THINGS SOLVER delivers to the Client a notice of the change in the price list. The Client reserves the right to cancel the Agreement if they do not accept the price changes delivered by THING SOLVER, in which case the Agreement is terminated on the day the new price list is applied. Price changes for services that have been paid in advance are not possible until the end of the service period defined in the applicable Purchase Order.

Invoicing and Payment:

The fees shall be paid based on one of the following models, which shall be précised in the Purchase order:

- **monthly subscription:** monthly, based on the invoice issued at the end of the month;
- **annual subscription:** monthly, based on invoices issued at the end of the month;
- **annual subscription with upfront payment:** at the beginning of the subscription based on the Purchase Order, after which THINGS SOLVER will issue an invoice for the total amount of annual fee;
- **two-year subscription:** monthly, based on invoices issued at the end of the month;
- **two-year subscription with upfront payment for the first year:** for the first year of subscription at the beginning of the first year based on the Purchase Order, after which THINGS SOLVER will issue a final invoice for the total amount for the first year of subscription. After the first year, payment will be made monthly, based on invoices issued by THINGS SOLVER at the end of the month.
- **two-year subscription with upfront payment for two years;** at the beginning of subscription period based on the Purchase Order, after which THINGS SOLVER will issue a final invoice for the total amount for two years;
- **three-year subscription:** monthly, based on invoices issued at the end of the month;
- **three-year subscription with upfront payment for the first year:** for the first year of subscription at the beginning of the first year based on the Purchase Order, after which THINGS SOLVER will issue a final invoice in the amount for the first year of subscription. After the first year, payment will be made monthly, based on invoices issued by THINGS SOLVER at the end of the month.
- **Three-year subscription with upfront payment for three years:** at the beginning of the subscription period based on the Purchase Order, after which THINGS SOLVER will issue a final invoice for the total amount for three years.

The upfront paid fees shall not be returned except in the event of termination resulting from serious breaches of contractual obligations by THINGS SOLVER in which case THINGS SOLVER will refund to the Client the difference in the fee actually paid up to the end date of the subscription period.

The method and terms of payment of the fees are to be specified in the Purchase Order. The Client has the right to use the purchased Services according to the terms of the Agreement from the date indicated in the Purchase Order as the date of the start of the subscription.

The payment of the remuneration had to be made no later than 15 days from the receipt of the invoice by the Client. The payment is effective upon its receipt by THINGS SOLVER.

In the event of the Client's failure to effect payment in due time, THINGS SOLVER shall reserve its right to charge the legally defined default interest, starting from the due date until final debt settlement as defined by the law in THINGS SOLVER country of residence.

In the event that the Client fails to effect the payment of due fee on time and fails to do so in additional period of 15 days, THINGS SOLVER shall be entitled to suspend realization of its obligations under the Agreement before settlement of all debts and Parties shall agree upon new time frames.

In the event of a delay exceeding 45 days from the due date specified originally in the Agreement, THINGS SOLVER shall be entitled to request settlement of all debts from the Client in writing, within 5 days upon receipt of the request, and if Client fails to effect the payment of all due liabilities within this period, THINGS SOLVER shall be entitled to terminate this Agreement unilaterally, by a statement of will provided in writing, with immediate effect.

Taxes:

THINGS SOLVER's fees published on web site are expressed net i.e. do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (hereinafter referred to as, "Taxes"). VAT shall be expressed separately in the Purchase order/invoice and shall be borne by the Client. Client is responsible for paying all Taxes associated with its purchases hereunder.

9. INTELLECTUAL PROPERTY PROVISIONS

All intellectual property rights regarding the software, Documentation, Content, training materials and/or Services, including but not limited to patents and other know-how and copyrights, trademarks, both registered and unregistered, that are owned and/or otherwise used by the THINGS SOLVER, as well as all goodwill and related right (i.e. rights to use software modifications) are and shall remain the exclusive property of the THINGS SOLVER its Affiliates or its licensors at all times; the Client may not exploit, reproduce or use the intellectual property rights of the THINGS SOLVER except as expressly permitted under this Agreement.

Provision of Service means the right, limited for a period of validity of this Agreement, to access and use applicable Content subject to the terms of applicable Purchase Order, this Agreement and the Documentation.

THINGS SOLVER grants to the Client personally a non-exclusive, non-transferable right to use the Purchased Services during the time period specified in Purchase Order.

The Client shall not, alone or through third parties, without the consent of the THINGS SOLVER, directly or indirectly:

- modify, translate or create service derivatives
- perform decompilation, disassembly, inverse engineering, or attempt to reconstruct, identify, or discover any source code, basic ideas, or service algorithms in any manner;
- sell, rent, license, sublicense, duplicate, market or distribute the Services or use them for fixed-term sharing, hosting, unless expressly permitted under this Agreement;
- remove any notices, signs or marks of ownership from the Services.
- provide insight into database structures and transaction logic and appropriate know-how.

The Client agrees to create, preserve and provide to THINGS SOLVER and to its auditors the access to written recordings, the outputs of the system instruments and other information about the software and Service usage, enough to allow THINGS SOLVER to verify through audit whether the use of the Services, all of its parts comply with the terms of use, including, but without limitation to, all the applicable terms regarding copyright and related rights.

In the event of breach of the THINGS SOLVERs intellectual property rights, the THINGS SOLVER shall be authorized to terminate this Agreement unilaterally without a notice period and without an obligation of damage reimbursement to the Client, in which case the THINGS SOLVER shall retain the total amount of the fees received under this Agreement and/or applicable Purchase Order and the right to reimbursement of the total proven damage.

Client grants THINGS SOLVER, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Third Party Applications and program code created by or for Client using a Service or for use by Client with the Services, and Client Data, each as appropriate for THINGS SOLVER to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Client chooses to use a Third party Application with a Service, Client grants THINGS SOLVER permission to allow the Third Party Application and its provider to access Client Data and information about Client's usage of the Third Party Application as appropriate for the interoperation of that Third Party Application with the Service. Subject to the limited licenses granted herein, THINGS SOLVER acquires no right, title or interest from Client or its licensors under this Agreement in or to any Client Data, Third party Application or such program code.

10. THINGS SOLVER may, without any limitation, use any feedback received regarding the usage of Services by the Client, for the needs of THINGS SOLVER's business operations. **INDEMNIFICATION**

Indemnification by THINGS SOLVER:

THINGS SOLVER represents and warrants that the Purchased services does not infringe any third party intellectual property rights. If a third party asserts an infringement claim, the basis of which is that the THINGS SOLVERs software infringe any third party intellectual property rights, THINGS SOLVER shall, at its own expenses, defend, indemnify and hold harmless Client from any costs, expenses, fines, penalties, losses, claims, or damages resulting from an allegation, proceeding, suit, or claim that the software infringe any third party intellectual property rights, provided that Client notifies THINGS SOLVER in writing promptly, no later than in 7 days, after such claim is asserted or threatened against Client.

Notwithstanding the provisions of the previous clause, the indemnity set forth herein shall not apply to, and THINGS SOLVER assumes no liability for, any claims of infringement made by any third party to the extent that such claim is based upon:

- any information, design, specification, instruction, software, data, or material not furnished by THINGS SOLVER; or
- the combination of the THINGS SOLVERS software with any programs, data, methods or technology, equipment not provided by THINGS SOLVER.

In the event of infringing the guarantees from paragraph 1 of this article, THINGS SOLVER may at any time and at its option and expense:

- modify the Purchased Services so as to avoid infringement of third parties' intellectual property rights,
- terminate Agreement and in case of upfront payment to refund Client difference in the fee actually paid calculated up to the end date of the subscription period.

In the event of infringing the guarantees from paragraph 1 of this Article in a way that Client is not able to use the Purchased Services, and the modification of the Purchased Services defined in bullet one of the previous paragraph, the Client shall have the right to terminate the Agreement and in case of upfront payment to receive the refund for the difference in the fee actually paid up to the end date of the subscription period.

Client will defend THINGS SOLVER at Client's expense, indemnify THINGS SOLVER against any judgments finally awarded by a court, and pay any settlements approved by Client, with respect to any claims:

- arising from Client's breach of terms and conditions of the Agreement; or
- that the Purchased Services or the use thereof infringes or misappropriates any patent, copyright, trade secret or other intellectual property rights of a third party to the extent such claim arises from any of the exceptions identified in paragraph 2 to this article.

The indemnifying party shall have full control over the defence against any infringement claim contemplated under this sub-section and shall defend the indemnified party against any suits or proceeding arising out of the foregoing. The indemnifying party may compensate, settle or otherwise resolve said claim on such terms and conditions, as the indemnifying party may deem appropriate or necessary, except that the indemnifying party shall obtain prior authorization of the indemnified party for any decision having an impact on its image or involving any financial consequences whatsoever for the indemnified party.

Indemnification by Client:

Client will defend THINGS SOLVER and its Affiliates against any claim, demand, suit or proceeding made or brought against THINGS SOLVER by a third party (a) alleging that the combination of a Third party Application or configuration provided by Client and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Client's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Purchase Order, (ii) anyClient Data or usage of Data received by the Client, especially including, but not limited to basis of usage of Data, or (iii) a Third party Application provided by Client and will indemnify THINGS SOLVER from any damages, attorney fees and costs finally awarded against THINGS SOLVER as a result of, or for any amounts paid by THINGS SOLVER under a settlement approved by Client in writing of, a Claim Against THINGS SOLVER, provided THINGS SOLVER (a) promptly gives Client written notice of the Claim Against THINGS SOLVER, (b) gives Client sole control of the defence and settlement of the Claim Against THINGS

SOLVER (except that Client may not settle any Claim Against THINGS SOLVER unless it unconditionally releases THINGS SOLVER of all liability), and (c) gives Client all reasonable assistance, at Client's expense. The above defence and indemnification obligations do not apply if a Claim Against THINGS SOLVER arises from THINGS SOLVER's breach of this Agreement, the Documentation or applicable Purchase Orders.

11. WARRANTY

THINGS SOLVER warrants that during an applicable subscription term (a) this Agreement, the Purchase Orders and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, (b) THINGS SOLVER will not materially decrease the overall security of the Services, and (c) the Services will perform materially in accordance with the applicable Documentation.

DISCLAIMER:

REGARDING THE PURCHASED SERVICES TO THE FULLEST POSSIBLE EXTENT UNDER THE APPLICABLE PROVISIONS OF LAW, THINGS SOLVER HEREBY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND THINGS SOLVER SPECIFICALLY DISCLAIMS ALL:

- IMPLIED WARRANTIES OF MERCHANTABILITY,
- FITNESS FOR A PARTICULAR PURPOSE,
- ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

TO THE FULLEST POSSIBLE EXTENT UNDER THE APPLICABLE PROVISIONS OF LAW, THINGS SOLVER MAKES NO WARRANTY OF ANY KIND THAT PURCHASED SERVICES WILL:

- MEET CLIENT'S OR ANY OTHER PERSON'S, REQUIREMENTS THAT ARE NOT DEFINED IN THIS AGREEMENT, PURCHASE ORDER OR DOCUMENTATION
- ACHIEVE ANY INTENDED RESULT,
- BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SYSTEM, OR OTHER SERVICES,
- BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR.

THINGS SOLVER OBLIGES TO PROVIDE SERVICES IN LINE WITH THIS AGREEMENT, PURCHASE ORDERS AND AGREED SPECIFICATION AND DOCUMENTATION.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY LAW, THINGS SOLVER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR COST OF SUBSTITUTE GOODS, LOSS OF ANTICIPATED SAVINGS, COSTS, EXPENSES OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION, HOWSOEVER CAUSED, EXCEPT IN CASE OF GROSS NEGLIGENCE OR DELIBERATE WILLFUL ACTION. THE LIABILITY OF THINGS SOLVER DUE TO THE SCRAMBLING, DESTRUCTION OR LOSS OF DATA OR DOCUMENTS SHALL ALSO BE EXCLUDED.

THINGS SOLVER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED UNDER THE AGREEMENT AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED AND ANY

STATUTORY WARRANTIES, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS AGREEMENT. ANY REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SOFTWARE SYSTEM, WHETHER MADE BY THINGS SOLVER'S EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THE AGREEMENT, SHALL NOT BE DEEMED TO BE A WARRANTY BY ASE FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF THINGS SOLVER WHATSOEVER.

THE AGGREGATE AND TOTAL LIABILITY OF THINGS SOLVER FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THINGS SOLVER FAILURE TO FULFIL THE SERVICES UNDERTAKEN IN THIS AGREEMENT DUE TO THINGS SOLVER'S EXCLUSIVE FAULT, THEREFORE CAUSING MATERIAL DIRECT PREJUDICE TO THE CLIENT'S ACTIVITY, SHALL NOT EXCEED THE TOTAL ANNUAL SUBSCRIPTION FEE.

NOTWITHSTANDING THE "OTHER PROVISIONS TO THIS ARTICLE, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND THINGS SOLVER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE THINGS SOLVER'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED EUR 1000.00.

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PROVISIONS OF THIS CHAPTER REPRESENT IMPORTANT ELEMENTS OF THE AGREEMENT.

13. TERM AND TERMINATION

This Agreement enters into force on the date Client first accepts it by confirming the Purchase Order and continues until all subscriptions hereunder have expired as specified in applicable Purchase Orders or have been terminated.

The Client is entitled to use Purchased Services under the terms of the Agreement from the moment indicated in the Purchase Order as the date of the start of the subscription.

Subject to the provisions of this Article, the Purchase Order is automatically renewed for initially bought subscription period and:

- the Client must present a notification on the Support portal i. .e on: <https://support.thingsolver.com/> in order to terminate the Purchase Order as follows: if the Purchase order concluded for one month – 1 day before the end of the month; in all other cases no later than three months before the end of the subscription period,
- if the notification is presented within the specified term, the Purchase Order is not renewed and expires at the end of the subscription period,
- lack of presentation of the notification within the term indicated above will result in renewal of Purchase Order and obligation to pay the Fee for another initially agreed subscription period. This procedure can be repeated unlimited number of times.

Extension of subscription at the request of the Client

The Client can order the extension of the subscription by submitting a request for the extension of the subscription, specifying the conditions of the extension of the subscription.

The extension of the subscription will be approved after the signing of the new Purchase Order by the Client, and in accordance with the date of the start of the subscription indicated in the new Purchase Order.

The specific terms and conditions for subscription renewal, including the due date for payment and the subscription renewal amount, are set forth in the price list provided at <https://thingsolver.com/pricing> (pricing).

If the Client does not sign a new Purchase Order or pay an additional fee within the period specified in this Agreement or the relevant Purchase Order, THINGS SOLVER will not grant a subscription extension and the Client will use the purchased Services only to the extent originally authorized, as specified in the Purchase Order. Use of the Services more than the originally authorized scope in the event that the additional subscription is not paid in full on time will constitute a violation of THINGS SOLVER's copyright.

In accordance with the above provisions, all terms and conditions specified in the Agreement valid on the day of the Subscription extension will apply to the Subscription extension.

Termination for breach: In case of termination for breach, the diligent Party shall send to the other Party in breach a written (including e-mail) notice specifying the breach and providing a reasonable time limit, not shorter than 30 (thirty) days, for remedying the breach. If in the opinion of the diligent party, supported by a written (including email) explanation, the breach has not been remedied satisfactorily within the provided deadline, the diligent Party may in its sole discretion terminate the Agreement and/or Purchase Order with immediate effect by providing the Party in breach with a written notice of termination. The previous sentence does not preclude the other Party to take available legal measures in case it deems the notices of termination was given unjustifiably.

Notwithstanding the other provisions of this article THINGS SOLVER may terminate this Agreement and/or applicable Purchased Orders with immediate effect and without prior notice in case Client breaches any term or condition of granted license.

Each Party may terminate this Agreement and/or valid Purchase Orders with immediate effect and without previous notice in the following events:

- if the procedure of bankruptcy or liquidation is initiated against the other Party;
- by means of final judgement, the other Party is banned from performing activities;
- the other party terminates its business permanently.

Termination of the Agreement and/or Purchase Orders does not entitle Client to demand fee to be returned, unless the provisions of this agreement stipulate otherwise.

In any case of the termination stipulated in the Agreement, all amounts due for the services already performed in full or in part by the THINGS SOLVER under the Agreement, will fall due immediately and the THINGS SOLVER will be entitled to invoice the Client accordingly.

The termination shall not be effective in relation to the services that were already performed under the Agreement.

14. CONFIDENTIAL INFORMATION

All Clients Data generated during the provision of the service and/or provided by the Client to the THINGS SOLVER for the purposes of providing the service remain the property of the Client. The THINGS SOLVER undertakes to submit all data to the Client in a standard form in the event of termination of the Agreement or Purchase Order.

The Parties undertake to respect the confidentiality of data and business secrets of the other Party, and in particular all confidential information, whether provided verbally or in the form of audio recordings, in written, electronic or other form, including, without limitation, this Agreement and all its Documentation, all memoranda, notices, reports, studies, analyses, drawings, letters, lists, software, diskettes, specifications, images, charts, sound recordings, compilations, forecasts, data, copies, minutes or other documents, relating to past, current or future work, work, description of the invention, software or technical mechanism, technical drawings and projects; plans or operations of technical drawings or projects; algorithms, mathematical or chemical formulas; technology, trade secrets; examples, samples and illustrations; research results, business plan, financial data; trade data, negotiations, to which they will have access in connection with this Agreement.

The Parties undertake to use confidential information solely for the purpose of enforcing this Agreement and its Documentation, and to ensure that it does not reach third parties or the public during the term of this Agreement and for at least 5 years after its expiration.

Both parties may be both the Supplier and the Recipient of the data, depending on whether the party has provided or received confidential information.

Any submitted Confidential Information remains the property of the Data Provider. At the request of the Data Provider, upon the expiration of this Agreement, the information shall be returned or destroyed, including all copies, photographs, computer disks or other forms of data storage, as well as any duplicates that exist with the Data Recipient.

Both parties are obliged to enable the other party, upon its written request, to control the protection of confidential data. The party performing the control is obliged to submit the request for control in a timely manner, in writing, to bear all costs of such control and to perform the control in a manner that will not interfere with the activities of the controlled party. The subject of control may be only data, processes and documents related to the implementation of this Agreement.

Exemptions from the Confidentiality Obligation:

- In the event that either party is legally obliged to disclose any Confidential Information, or the request for its disclosure is based on a decision or request of state authorities authorized by law to obtain such information, it shall promptly provide the other Party with written notice of any such request, to the extent that such notice does not in itself constitute a violation of the law.
- In the case referred to in the previous point, the party shall provide only that part of the Confidential Information that is legally required to be provided and shall make every reasonable effort to draw attention to the necessary confidentiality actions practiced for such Confidential Information.

- Both Parties retain the right to send data from this Agreement to their parent company and members of business group in which they belong.

15. FORCE MAJEURE

Each Contracting Party shall be released from liability for non-performance or delay in fulfilment of obligations, or from improper fulfilment of obligations under this Agreement in case of force majeure.

Force majeure will be considered an unavoidable event, which cannot be foreseen at the conclusion of this Agreement, such as, inter alia (the list is illustrative): natural disasters (earthquakes, etc.), civil unrest or revolutions, terrorist attacks, decrees of the Government or institutions of state power, fires, explosions, floods, thefts, malicious damage, strikes (whether legal or illegal), as well as any other causes or events of this nature which the Parties cannot reasonably control.

The Party whose execution of the Contract is hampered by force majeure shall notify the other Contracting Party as soon as possible of the event of force majeure, which shall not exceed 5 (five) working days, to a reasonable extent.

This notice shall be accompanied by all necessary information and evidence. This information shall be sent within a period not exceeding 10 (ten) days after the date of sending the notification of the event of force majeure.

During force majeure, all rights and obligations under this Agreement shall be suspended.

In the event that the fulfilment of obligations under this Agreement is delayed for more than three months due to force majeure, the Parties shall define new conditions for the performance of this Agreement or termination of the Agreement

16. ASSIGNMENT OF RIGHTS

Unless otherwise agreed in writing, any right, benefit or obligation arising from this Agreement may not be assigned or transferred by a Party, in whole or in part, without the prior written consent of the other Party, except for cases when such transfer is to another entity within the Asseco Group.

After the assignment, the assigning Party (the Assignor), will be considered to be exonerated from the obligations and duties arising from this Agreement, except for the situations which occurred before the assignment.

THINGS SOLVER may use subcontractors to perform its obligations under this Agreement, which shall be permitted, provided that the contracting parties remain liable under this Agreement

17. ENTIRE AGREEMENT. WAIVERS

This Agreement represents the entire understanding and will of the Parties with regard to the issues regulated herein and it will take precedence over any prior understandings and over all the promises, representations, guarantees or other assertions, written or verbal, made by or on behalf of one Party by the other Party or included in any document handed over by one Party to the other, in relation to such issues. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement, (2) the applicable Purchase Order, and (3) the Documentation

The omission by one Party to exercise or the belated exercising by it of any right, privilege, remedy or action derived from this Agreement will not represent a waiver by the Party of such right, privilege, remedy or action and will not exclude the ulterior or successive exercising of such right, privilege, remedy or action.

Neither Party will be presumed or considered to have waived any claim it is entitled to under this Agreement, and any right, attribute, privilege or compensation arising from this Agreement, unless such waiver is also expressed in writing, issued by an legally authorized representative of the respective Party. Such waiver will be binding and will be applied only with regard to the concrete situation it refers to.

No waiver of a violation or of any provision of this Agreement by either Party will represent a waiver of any ulterior violation or of any other provision of this Agreement, and no waiver will become effective unless it is made in writing.

18. SEVERABILITY

If one or several provisions of this Agreement is/will be null, illegal or inapplicable from any point of view, it/they will be devoid of legal effect only to the extent of such nullity, illegality or inapplicability, and will not affect or deteriorate in any way the validity, legality or applicability of the other provisions or of any other provisions of the Agreement. Each Party will engage in negotiations, in good faith, for the replacement of the null, illegal or inapplicable provision(s) or of such part of the same, with valid, legal and applicable provision(s), whose economic effect is as close as possible from that of the null, illegal or inapplicable provisions.

19. NO PARTNERSHIP OR AGENCY CLAUSE

Despite the relationship between the Parties under this Agreement, they shall at all times remain independent entities. This Agreement shall not be construed as creating any partnerships, agency relationship or other form of legal association that would impose liability upon one Party for the other Party's actions or failure to act. No Party, its agents, nor its Employees shall be considered to be agents or representatives of any other Party and no Party shall have the authority, express or implied, to assume or create any obligation, responsibility, or liability on behalf of, or to bind any other Party whatsoever. Each Party shall be responsible for the management, direction and control of its Employees and other agents and such employees and other agents will not be employees of the other Party.

20. GOVERNING LAW

The Agreement and any disputes or claims arising out of or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) are governed by the law of the Republic of Serbia, excluding conflict of law rules. The Convention on the International Sale of Goods (Vienna 1980) shall not apply.

21. SETTLEMENT OF DISPUTES

The Parties agree to make every effort in order to amicably settle any dispute arising out in connection with this Agreement, pursuant to the procedure specified in this Article.

For the purpose of this Article, a dispute shall be deemed to have arisen when one Party serves on the other a notice in writing, including e-mail, stating the nature of the dispute.

If no settlement is reached under the provisions of this Chapter within 40 (forty) days from the date of service of the notice, the Parties agree that all disputes which may arise from the interpretation, execution or termination of this Agreement or concerning the rights and obligations of the Parties arising out of or in connection with this Agreement will be submitted to actually competent court of the THINGS SOLVER's registered office.

22. COOPERATION OF THE PARTIES

Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing including electronical communication and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Client will be addressed to the relevant billing contact designated by Client. All other notices to Client will be addressed to the relevant contact designated by Client.

Any change in Parties' addresses shall be notified to the other Party at least 5 (five) Working days before the change takes place, under the pain of not being taken into consideration if the notice is sent with delay. Changes any tele-address details for contacts do not constitute changes to the Agreement, although for it to remain valid the other Party must be given written notice of any changes.

23. SURVIVAL OF CLAUSES

Any termination of this Agreement (however caused) shall not affect the continuance in force of any provision of this Agreement which is intended to continue in force on or after such termination.