

This version of Product Terms is effective from: September 19, 2022

Product Terms

Dear Customer, these Product Terms (hereinafter referred to as "Product Terms") set out general terms and conditions between us, Simplity s.r.o., with its registered office at Sokolovská 270/201, Vysočany, 190 00 Praha 9, ID No. 29044928, Tax ID No. CZ29044928, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 162444 (hereinafter referred to as the "Provider") and you (hereinafter referred to as the "Customer") when you use Accurity.

Accurity is offered to you subject to your acceptance of these Product Terms without modification. No one can use Accurity without agreeing to them (by clicking on the "I agree to Product Terms" button or using another similar mechanism provided to you). When accepted by you the Product Terms form a legally binding agreement between the Provider and the Customer (hereinafter referred to as the "Agreement"). If you are entering into the Product Terms on behalf of an entity (such as your employer or the company you work for), by accepting the Product Terms, you represent that you have the legal authority to bind that entity. In such a case, the Provider deem this entity to be our Customer.

Accurity is only for entrepreneurs and businesses. Individuals not acting as an entrepreneur, having the relevant trade license, or working for or on behalf of a registered business, should not use/purchase Accurity (it is not a "consumer" product). The Customer confirms that they are a businessperson by agreeing to the Product Terms. The purchase of Accurity is governed by the relationship on a business basis, it does not give rise to consumer rights.

PLEASE READ THESE PRODUCT TERMS CAREFULLY. BY CLICKING THE CHECKBOX, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE PRODUCT TERMS. IF YOU HAVE NOT READ THE PRODUCT TERMS, DO NOT UNDERSTAND THEM, OR DO NOT AGREE TO BE BOUND BY THEM, DO NOT CLICK THE CHECKBOX AND DO NOT ACCESS OR OTHERWISE USE THE SOFTWARE/SERVICE.

The Provider reserves the right to reject the Customer if the Customer is not relevant or inconsistent with the Provider's activity or business strategy, without the obligation to clarify these reasons.

If the Customer orders a Service Subscription based on a Subscription Plan, under the ordered Service Subscription ("Agreement") the Customer will be offered a Purchase Order specifying limitations of the Service and other aspects of the Service (the "Purchase Order") based on the Customer's requirements. By acceptance of the Purchase Order by the Customer, the Agreement is concluded between the Parties. The Service under the ordered Service Subscription will be provided from the Service Start Date agreed upon by the Parties in the Purchase Order.

The terms of the Agreement are provided in these Product Terms and other documents referred to in these Product Terms.

Glossary of terms used in Product Terms:

Accurity – The Provider has developed this software product suite, in the field of Data Intelligence, and placed it on the market under the trade name "Accurity".

Accurity can be provided to the Customer in two different installation options, namely:

- a) hosted solutions (Software as a Service – SaaS). Specific Product terms for this are described in the chapter **Service Terms (SaaS version)**
- b) downloadable software product. Specific Product terms for this type of installation are described in the chapter **Software Terms (on-premises installation)**

Free version of Accurity – The free version of Accurity means that the product is provided to the Customer for free in the SaaS form for unlimited time. The free version includes a limited feature set relevant to the Starter business plan. If the scope of this free version is not enough, the Customer can transform it into a paid version with more functionalities. You can get the free version at <https://app.accuracy.ai/sign-up/>

Extended Trial – Specific Accurity trial that can be run for a limited period of time specified in the Purchase Order. The Customer gets a chance to try specific business plans, solutions, features, and/or functionalities, and then decide whether they would like to buy the full version.

Maintenance – Within the Accurity service, the Provider also provides Maintenance services, which are included in the Purchase Order. The specific scope of Maintenance is specified according to the selected business plan. Further description of Accurity individual business plans are available online at <https://www.accurity.ai/pricing>.

Partner – An entity authorized by the Provider to resell Accurity and related services to the Customer.

Proof of Concept (POC) – specific product offer from Accurity which includes a 2-month license according to the customer's needs. The POC also includes some services from the Provider's professionals to help the customer understand the added value of Accurity to their use case and is available per request on <https://www.accurity.ai/platform/poc/>.

Purchase Order (PO) – An official document issued by the Provider specifying the details of the specific software and/or service ordered by the Customer and committing them to pay the Provider for the sale of specific software and/or services to be delivered.

Subscription period – Time-limited access to software. Subscription periods are agreed and are typically for one year (12 months). They are always paid in advance. Software Subscriptions include support and Maintenance, including the ability to benefit from software enhancements during the life of the Subscription and depending on the Customer's selected business plan.

1. Product Terms

- 1.1. The Provider has developed a software product suite in the field of Data Intelligence. This software product is hereinafter referred to as "Accurity". By signing or accepting Product Terms the Provider grants to the Customer a worldwide (with the exception of countries for which the U.S. Export Administration Regulations, European Union or other relevant body regulations prohibit export transactions), non-exclusive, non-transferable and time limited right to access and use Accurity tools on a subscription basis.

2. Subscription and Remuneration

- 2.1 The scope of use of Accurity is based on the business plan that the Customer chooses. An overview of business plans, their features, and a Price list ("Price list") is available at <https://www.accuracy.ai/pricing>.
- 2.2 As specified in the Purchase Order, the Provider (or Partner) will issue the invoice to the Customer on the Start date. The maturity of the invoice shall be 14 days following the day on which the invoice is delivered to the Customer, unless specified differently in the Purchase Order.
- 2.3 The Provider may unilaterally change the Price list at any time (but the Provider or the Partner will give the Customer at least 15 days' notice). The change of Price list does not affect the price already paid for the current Subscription period. If the Customer does not reject the new Price list within this notice period, in writing, the Provider or the Partner will charge the Customer the price calculated using this new Price list and applying the agreed scope as specified in the most recent Purchase Order at the beginning of the new Subscription period. If the Customer rejects the new Price list, in writing, then the Subscription period will not be renewed as per article 2.4. and at the end of the current Subscription period the service will be terminated.

- 2.4 The Subscription period will automatically and repeatedly renew for the same period of time unless the Customer or the Provider cancel it by a written notice of non-renewal, which must be submitted on or before the last day of the current Subscription period. The Customer may cancel his Subscription period renewal via the email address support@accurity.ai, through the Accurity Support Desk (<https://accurity.freshdesk.com/>), or through the Partner.
- 2.5 Unless stated otherwise, Accurity prices are exclusive of all additional taxes and duties such as VAT. The Customer shall be responsible for all such additional taxes and duties including, but not limited to, VAT, sales, use, withholding and excise taxes, and any other similar taxes, charges, or duties of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by the Customer. If any authority approaches Provider or Partner to pay such taxes or duties, the Customer will either pay them directly or such taxes will be recharged to them by Provider or Partner, and they will reimburse them without undue delays. The agreed price for the Services is net of any potential withholding tax that may be imposed on our invoice(s) to the Customer. The Provider or Partner shall inform the Customer that the Provider or Partner is a payer of the VAT, and the Provider or Partner will charge the Customer the VAT together with the respective price, if applicable under the relevant legislation.

3. Data

- 3.1 Customer's Data. "Customer's Data" means any data, content, code, or other materials of any type that the Customer uploads, submits or otherwise transmits to or through the Accurity.

- 3.2 General. The Customer must ensure that their use of Accurity and all the Customer's Data is at all times compliant with all the Provider's applicable laws and regulations. The Customer represents and warrants that: (i) The Customer has obtained all necessary rights, releases and permissions to provide all the Customer's Data to the Provider and to grant the rights granted to the Provider in Product Terms and (ii) the Customer's Data and its transfer to and use by the Provider as authorized by the Customer under Product Terms do not violate any laws or rights of any third party, including, without limitation, any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. The Provider assumes no responsibility or liability for the Customer's Data, and the Customer shall be solely responsible for the Customer's Data and the consequences of using, disclosing, storing, or transmitting it.
- 3.3 If the Customer decides to connect Accurity with any external data source (for example Amazon S3, Google BigQuery, etc.) it is possible that such activity will be charged by the provider of this source (for example Amazon Web Services, Google Cloud, etc.) Any increase in such costs is always fully covered by the Customer, regardless of whether it was caused by the processing of those queries that came from Accurity.

4. Support and Maintenance

4.1 General Rules

- 4.1.1 The Customer shall fully cooperate with the Provider or Partner when receiving the Support Services.
- 4.1.2 In urgent cases, the Provider or Partner shall be obliged to notify the Customer of critical malfunctions in the Software or related documentation that they learn from any source. These malfunctions shall be published in one of the following methods: by email from support@accurity.ai or through the Accurity Support Desk at <https://accurity.freshdesk.com/>.
- 4.1.3 The Provider shall be obliged to supply the Customer with regular new versions of the Software and relevant documentation revised to reflect significant updates and enhancements to the software, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation.
- 4.1.4 According to the level of priority as mentioned in the Support and Maintenance (available online at <https://www.accurity.ai/pricing>), the Provider shall be obliged, within a reasonable time after being given a notice by the Customer, to correct inherent material errors in the Software that are not caused by the Customer's misuse, improper use, alteration, or damage of the Software.
- 4.1.5 The Provider or Partner shall make every effort to provide the Customer with advice within a reasonable time (according to the level of support as mentioned in the Support and Maintenance, available online at <https://www.accurity.ai/pricing>). However, the Provider or Partner is not liable for the unavailability of the support.

4.2 Support Request

- 4.2.1. The Customer shall always open a support ticket in writing via the online Accurity Support Desk at <https://accurity.freshdesk.com/>.
- 4.2.2. The Customer agrees that the Provider is not responsible, nor obligated to change the Software due to the Customer's change in business practices, policies or procedures. However, the Customer may request new features or upgrades to accommodate all or part of above-mentioned practices, policies or procedures.
- 4.2.3. The Customer shall provide the Provider with all the data that is relevant for resolving each support request.

5. Marketing

- 5.1 The Provider reserves the right to reference the Customer as a client and display the Customer's logo and name on its website and other promotional materials for marketing purposes. Any display of the Customer's logo and trademarks shall be in compliance with the Customer's branding guidelines if such guidelines are provided by the Customer to the Provider. In case the Customer does not agree to such use of the logo and/or name, the Provider must be notified in writing. Except this provision, neither Party will use the name or trademarks of the other Party or refer to the other Party in any form of publicity or press release without such Party's prior written approval.

6. Personal Data Protection

- 6.1 Personal data means any information relating to an identified or identifiable natural person ("Personal Data") as defined in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR"). It is solely the Customer's obligation to comply with any applicable legislation when using Accurity and collecting Personal Data by the Service.

- 6.2 To perform our obligations stipulated in the Terms, it is necessary for the Provider to process some of the Customer's Personal Data (if the Customer is a natural person) or Personal Data of Customer's employees or other cooperating persons, who are using Accurity on the Customer's behalf and who have access to the Customer's user account. All information about how the Provider processes such Personal Data are available in our Privacy Policy at <https://www.accurity.ai/privacy-policy.pdf> and at <https://www.accurity.ai/gdpr.pdf>

7. Confidentiality

- 7.1 Confidential information is any non-public information of a commercial or technological nature, including trade secrets, whether or not marked confidential, which the Customer or the Provider have become or will become aware of, directly or indirectly, through any means of communication or observation, in connection with the use of the Service. Confidential information includes, but is not limited to, trade secrets, know-how, computer programs and their principles of operation, source and machine codes of computer programs, data files, algorithms, architectural designs, analyses, preparatory and conceptual materials, specifications and description, pricing policy, business plans, etc. Confidential information also includes information shared between the Customer and us prior to the Customer's use of Accurity if it would otherwise be considered confidential as defined herein.
- 7.2 Unless otherwise stated in the Terms, both of us will maintain the confidentiality of all confidential information as defined herein and will use it solely for the purpose of using and providing the Service. The Provider and the Customer will use their best efforts to prevent the leakage or misuse of confidential information (especially by adequately securing our electronic facilities and communication channels).
- 7.3 The obligation of confidentiality shall continue for as long as the Agreement and for a period of 1 year from termination of the Agreement.

8. Liability

- 8.1 THE PROVIDER OR PARTNER WILL IN NO EVENT BE LIABLE UNDER OR IN CONNECTION WITH THE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (I) CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (III) LOSS OF GOODWILL OR REPUTATION, (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (V) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR IRREGULARITY IN ACCURITY OR (VI) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PROVIDER OR PARTNER WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO US UNDER THE TERMS IN THE 12 MONTHS PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THE LIMITATION OF OUR LIABILITY WILL NOT APPLY IF THE PROVIDER OR PARTNER CAUSE THE CUSTOMER ANY DAMAGE INTENTIONALLY OR THROUGH GROSS NEGLIGENCE.
- 8.2 The Provider strongly recommends testing the operation of Accurity and Provider's website or application in a testing environment before deploying Accurity to the operating environment. The Provider is not responsible for any errors or defects of the Customer's websites or applications caused by Customer's use of the Service.

- 8.3 The Provider will consider as an event of force majeure all circumstances independent of the will of the obligated party which are irremovable and unforeseeable and which cannot be reasonably controlled by the obliged party, in particular natural disasters and natural calamities, embargoes, strikes (including planned ones), wars and epidemics (including pandemic COVID-19). If the obligated party experiences a force majeure event that prevents it from performing its obligations under the Product Terms, it shall promptly notify the other party in writing, specifying the period of time for which it will be unable to perform under the Product Terms. Force majeure events will not affect the payment obligations of either party.
- 8.4 The Customer (as an indemnifying party) will, without undue delay, indemnify Provider, including Provider's affiliates, directors, personnel and other cooperating persons, (as an indemnified party) against any and all losses and expenses (including, but not limited to costs of legal representation, out-of-court compensation, costs of court proceedings, damages, fines, settlements, etc.) arising out of any administrative proceedings, dispute or lawsuit brought against the Provider by the third party due to the Customer's misuse of Accurity or any other non-compliance with the Product Terms, applicable DPA, Privacy policy, or any applicable legislation.
- 8.5 Each party represents that (i) it will be at all times in compliance with applicable Anti-Bribery legislation and Anti-Money Laundering legislation and (ii) it will not take any action, directly or indirectly, which would expose the other party or any of its affiliates to the risk of being exposed to an offence for violation of any applicable Anti-Bribery legislation or Anti- Money Laundering legislation.

9. Miscellaneous

- 9.1 The Provider may unilaterally change the Product Terms at any time (but the Provider will give the Customer at least 15 days' notice) by making the new Product Terms available on our website and by informing the Customer through the Customer's user account, email or through Partner. If the Customer does not reject the new Product Terms within this period, in writing (please contact Provider at support@accurity.ai or Partner), the new Terms will apply upon its effective date. If the Customer does not agree to the new Terms, the Subscription period will continue under the original Product Terms and will not be renewed as per article 2.4, and at the end of the current Subscription period the service will be terminated. In the event that the Customer subsequently decides to renew the Subscription Period, this is possible, but only on the condition that they accept the new Product Terms.
- 9.2 Product Terms shall be governed by and construed in accordance with the laws of the Czech Republic. The Parties shall attempt to settle any claim or controversy arising out of Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. Should such attempts fail, then the dispute shall be resolved by the competent court of the Czech Republic.
- 9.3 Communication between Provider and Customer will be made in English, in particular electronically, with the use of the Customer's user account, email or other contacts available at our website. Written form is deemed to be adhered to also by sending an electronic message with simple electronic signature.
- 9.4 The rights and obligations agreed in Section 7 will survive the termination of Accurity and will continue after the end of the Subscription period.
- 9.5 If the Customer has any questions about the Product Terms, please contact us at legal@accurity.ai

10. Extended Trial / POC Period

- 10.1 In the case of the Extended Trial or POC, the following special provisions apply.
- 10.2 The Agreement is made for a limited time period (trial period) specified in the Price list or Purchase Order. The Extended Trial or POC period may be extended if agreed upon by the Parties.

11. Free Version of Accurity

- 11.1 The Customer shall retain all rights, titles, and interests in and to the Customer's Data in the form provided to Accurity. Subject to the terms of Product Terms, the Customer hereby grants to the Provider a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of the Customer's Data, in each case solely to the extent necessary to provide the applicable Accurity to the Customer and (b) for the Accurity that enable the Customer to share the Customer's Data or interact with other people, to distribute and publicly perform and display the Customer's Data as the Customer (or Customer's Authorized Users) directs or enables through the Accurity.
- 11.2 The free version of Accurity can be requested by the Customer on our website at <https://app.accuracy.ai/sign-up/>. The customer initially gets the Marketing business plan, which includes more features than the standard, free version so that the customer can test it. After two weeks the application downgrades to the free version (Starter). The Customer can keep using this downgraded free version forever. However, if they do not use the application for more than 30 days, the Provider can remove/delete this instance and all included data. The Customer will be notified and warned by email that their instance will be removed/deleted. If the Customer does not react to this notification email, the instance is removed/deleted

Types of installation and specific provisions applicable only to a given installation:

A) Service Terms (SaaS version)

1. Product Terms

- 1.1 Accuracy will be provided to the Customer as a service via cloud-based solutions (currently designated as "Cloud" deployments). The Accuracy and its permitted use are further described in the Accuracy User Guide.
- 1.2 Accuracy (SaaS version) is only available over the internet. It is the Customer's responsibility to set up their devices and network connections correctly so that the Customer can use Accuracy to its full extent, including setting up their web browsers. The Provider is not responsible for the operation of the Customer's internet connection or for the correct settings of the Customer's devices or networks.

2. User Account

- 2.1 Accuracy is accessible via the Customer's account. The Customer will submit only true, accurate, complete, and current information to us via a form the Provider has prepared for the purpose of creating the user account and will keep it up to date. The Customer is responsible for any activity in their account.
- 2.2 The Provider hands over to the Customer login instructions, including the appropriate documentation. The Customer will keep their login credentials safe and confidential and will not communicate them to other persons. In order to prevent any breach into the Customer's user account, the Customer is required to (i) protect any device used in relation with Accuracy against misuse, (ii) set up secure login credentials, (iii) prevent any access of third parties to the credentials and (iv) protect the credentials and prevent abuse of credentials.

- 2.3 The Customer will notify the Provider without undue delay upon becoming aware of any breach of security or unauthorized use of their user account.
- 2.4 The Provider reserves the right for us or our contractors, to access the Customer's user account and the information that the Customer has provided, especially for support and maintenance purposes or for any security-related, technical, or billing reasons.
- 2.5 In an effort to improve the Service, Accurity contains features that allow us to track and analyze certain aspects of use and performance of the Service, as well as the operator and operating environment (including problems and issues that arise in connection therewith). While data are anonymized during such tracking, the Customer may still opt-out at any time at by using an AdBlock extension.

3. Data

- 3.1 The Provider may access the Customer's account in order to respond to the Customer's requests for support. This access to the Customer's account is only possible after the Customer has been notified by email that this access is initiated.
- 3.2 Customer Data Backup. The Provider must ensure a regular backup of the Accurity environment, once per day (by default). Only the last five (5) backups will be stored. Total count of stored backups can be increased with an additional fee. This fee should be specified based on discussion between parties.
- 3.3 Backup Restore. The Customer is entitled to request for specific database backup from the Provider. This service shall be charged with an additional fee. In special cases this fee could be changed after discussion between parties. Backup will be restored within 24 hours after the Provider receives the payment.

- 3.4 Security. The Provider implements security procedures to help protect the Customer's Data from security attacks. However, the Customer understands that use of the Accurity necessarily involves transmission of the Customer's Data over networks that are not owned, operated, or controlled by the Provider, and the Provider is not responsible for any of the Customer's Data lost, altered, intercepted, or stored across such networks. The Provider cannot guarantee that their security procedures shall be error free, that transmissions of the Customer's Data shall always be secure, or that unauthorized third parties shall never be able to defeat the Provider's security measures or those of the Provider's third-party service providers. In the event that an attack occurs, the Provider shall promptly notify the Customer by email.
- 3.5 Removals and Suspension. The Provider has no obligation to monitor any content uploaded to the Accurity. Nonetheless, if the Provider deems such an action is necessary, based on the Customer's violation of Agreement or in response to requests that the Provider receives, the Provider may (1) remove the Customer's Data from the Accurity or (2) suspend the Customer's access to the Accurity. The Provider shall generally alert the Customer when the Provider takes such an action and gives to the Customer a reasonable opportunity to remedy the Customer's breach, but if the Provider determines that the Customer's actions endanger the operation of the Accurity or other users, the Provider may suspend the Customer's access immediately without a prior notice. The Customer shall continue to be charged for the Accurity during any suspension period. The Provider has no liability to the Customer for invalidating or deleting the Customer's Data or suspending the Customer's access to any Accurity as described in this section.

4. Term and Termination

- 4.1 Accurity access to Customer's user account will be provided for the selected Subscription period or until termination of the Customer's access to the DEMO/POC/Extended trial version of the Service. Upon termination, the Customer's right to use Accurity and user account immediately ceases to exist.
- 4.2 In the event that the customer notifies the Provider, according to article 2.4, that they request to not renew the Subscription period or if the Customer's access to the free version of Accurity is terminated, the Provider may delete all data associated with the Customer's user account and the Service. It is the Customer's responsibility to back up the Customer's important data. The Provider are not responsible for provision of any backups of the Customer's data.
- 4.3 The Provider will remove/delete the Customer's Data within thirty (30) working days after the termination of the Customer's Subscription Period.

B) Software License Terms (on-premises installation)

1. Product Terms

- 1.1 The Provider shall provide the Customer the Software along with other generally available technical material. The software shall be installed on the corresponding systems by the Customer themselves unless this is part of an agreed service between the Provider and the Customer according to the Customer's Order – remuneration is set in the Price list or the Customer's Purchase Order.
- 1.2 The licensed Software must be installed on a hardware system owned, leased, or controlled by the Customer.
- 1.3 Minimum hardware and software requirements. The Customer shall be obliged to follow the Provider's minimum hardware and software requirements in order for the Software to function properly in a Customer environment. If, however, the Customer changes the hardware, they shall be obliged to delete the Software from the hardware used so far. Any concurrent use of the Accurity software on more than one environment is not allowed.
- 1.4 Backup copies. The Customer shall be allowed to make a backup copy of the Software transferred to it, if it is necessary, for safeguarding the future use of the Software. The backup copy shall be provided with the copyright note of the original Software; copyright notes must not be deleted, changed, or suppressed. The copies which are no longer needed shall be deleted or destructed.
- 1.5 If for reasons of data safety or for guaranteeing a quick reactivation of the computer system after a complete failure, it is indispensable to regularly backup the entire data stock including the Software used, the Customer shall be allowed to make the absolutely necessary number of backup copies. The corresponding data carriers shall be marked accordingly. The backup copies shall exclusively be used for purely archival purposes.

- 1.6 The Customer shall thoroughly test each module for usability and performance, before starting to use it in a live. Defects which are detected or are detectable during this time shall be notified by the Customer, in writing within a reasonable period of time, with the exact description of the defect.
- 1.7 Defects which are not detectable in the above-mentioned examination shall be notified within a reasonable period of time after their detection, observing the above-mentioned obligation of notification.
- 1.8 The Customer is responsible for ensuring that reliable backups of data are performed regularly. Software selected to perform regular system backups should allow restoration of specified individual files.
- 1.9 The Customer is responsible for installation of the latest available version of the Accurity once it is available on the Accurity download portal.