

## Service Terms Agreement

This Service Terms Agreement is made by and between registered user of the Accurity products **HEREINAFTER REFERRED TO AS THE "Customer"**

and

**Simplity s. r. o.**

with its registered office at Sokolovská 270/201, Vysočany, 190 00 Praha 9

ID No.: 29044928

Tax ID No.: CZ29044928

incorporated in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 162444

**HEREINAFTER REFERRED TO AS THE "Provider"**

### 1. Service Terms

- 1.1. The Provider has developed software products in the field of Metadata Management and Data Governance and placed it on the market under the trade name "Accurity". These software products are hereinafter referred to as "Accurity". Hereunder the Provider grants to the Customer a right to use the software Accurity, including relevant documentation under the conditions of this agreement.
- 1.2. The Provider is the owner of all intellectual property rights in and to the Accurity SaaS products and there is no pending litigation against the Provider which could materially impact upon his ability to perform his obligations under this Service Terms Agreement.
- 1.3. The Provider has full power and right to provide the Accurity SaaS products and perform all other terms of this Service Terms Agreement, and the use of Accurity, or the exercise of the rights granted hereunder, shall not violate or interfere with the intellectual property or contractual rights of any third party, including without limitation, those rights arising under copyright, trademark, trade secret or patent law, provided, however that the Provider shall not be liable for breach of representation and warranty if a violation or interference occurs by reason of content supplied by the Customer, content owners, or other third parties.
- 1.4. By this Service Terms Agreement the Provider grants to the Customer a perpetual (except as otherwise provided herein), non-exclusive, non-transferable and non-sublicensable rights to use the Provider's Accurity software within the limits of parameters set forth in the General Terms of the Service Terms Agreement.
- 1.5. By signing this Service Terms Agreement, the Customer recognizes an integral part of the Service Terms Agreement which are the General Terms of the Service Terms Agreement.
- 1.6. Other conditions, individual agreements, contracts and/or arrangements shall only be binding if agreed in writing. In these cases, the General Terms of the Service Terms Agreement shall apply supplementary.

## **2. Scope of delivery**

- 2.1 The Accurity SaaS products shall operate as specified in the General product documentation. The General product documentation may describe functions not ordered by the Customer.
- 2.2 Any indication and information other than the indications set forth in the General Terms of the Service Terms Agreement, no matter whether they exist in electronic or other form and/or are included in the General product documentation of Accurity, or in technical data, shall not be binding. They exclusively serve for describing the products and do not contain any indications of a certain quality or of a suitability for a certain purpose of use. They do not release the Customer from examining the possibility of using Accurity. This shall also apply to declarations of representatives and/or employees of the Provider. These declarations shall only be effective after written confirmation from the Provider.
- 2.3 Delivery shall take place within seven (7) days after accepting the Service Terms Agreement.
- 2.4 New customer instance based on the information filled in registration form will be created.
- 2.5 Authorization details shall be sent to the customer by email.

## **3. Remuneration**

- 3.1 This product is “SaaS” version of official Accurity products. The usage of this version is granted to the Customer free of charge.

## **4. Duration of the Agreement**

- 4.1 This Service Terms Agreement is concluded for an indefinite period of time. In the case where the Customer buys a paid version of Accurity product(s), this Service Terms Agreement will be terminated on the effective date of the new Service Terms Agreement.

## **5. Final Provisions**

- 5.1 The Customer has knowledge of the validity and the contents of the General Terms of the Service Terms Agreement.
- 5.2 The Parties exclude the application of Sections 1799 and 1800 of the Civil Code.

### **Attachments:**

- General Terms of Service Terms Agreement

## General Terms of Service Terms Agreement

### 1. Termination of Service Terms Agreement

- 1.1. The Service Terms Agreement is concluded for an indefinite period of time. In the case where the Customer buys a “full”, paid version of Accurity product(s), this Service Terms Agreement will be terminated on the effective date of the new Service Terms Agreement.
- 1.2. The Customer is entitled to withdraw from the Service Terms Agreement with ten (10) days notice.
- 1.3. The Provider is entitled to withdraw from the Service Terms Agreement with ten (10) days notice.
- 1.4. Withdrawal from the Service Terms Agreement shall take effect upon receipt of a written notice of withdrawal sent by email from the other Contracting Party.
- 1.5. If the Customer grossly violates the agreed rights of use or protective rights of the holder of the rights, the Provider shall be entitled to an extraordinary termination of the Accurity SaaS products use. The extraordinary termination shall presuppose a fruitless warning, fixing an appropriate deadline, through the Provider.
- 1.6. The Provider is entitled to terminate the Service Terms Agreement and shut down the hosted service immediately in case of:
  - a. Invalid registration data of customer
  - b. Termination of providing of the “SaaS” version of official Accurity products
  - c. The Customer has not used the “SaaS” version of official Accurity products for more than thirty (30) days.

Termination of the Service Terms Agreement shall take effect upon receipt of a thirty (30) days written notice of termination sent by email from the other Contracting Party.
- 1.7. The termination of the Service Terms Agreement shall be without prejudice to the provisions relating to:
  - a. the protection of confidential information; and
  - b. provisions relating to such rights and obligations by their nature that they should continue after the termination of the Service Terms Agreement.

### 2. Product Terms

- 2.1. The Product Terms for each installation type are contained in Article 3 Hosted Services. Unless otherwise specified, other provisions of the General Terms of the Service Terms Agreement apply to all Accurity SaaS products.

### 3. Hosted Services Terms

- 3.1. **Access to Hosted Services.** Subject to the terms and conditions of the Service Terms Agreement, the Provider grants to the Customer a non-exclusive right to access and use the Hosted Services in accordance with the Service Terms Agreement, the applicable Customer’s Order and the General product documentation. The Customer acknowledges that Provider’s Hosted Services are online and that the Provider may make changes to the Hosted Services from time to time.
- 3.2. **Credentials.** The Customer must ensure that all Authorized Users keep their user IDs and passwords for the Hosted Services strictly confidential and they do not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. The Customer is responsible for any and all actions taken using the Customer’s accounts and passwords, and the Customer agrees to

immediately notify the Provider of any unauthorized use of which the Customer becomes aware.

- 3.3. **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 Hosted Services. 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 the Service Terms Agreement, 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 Hosted Services to the Customer and (b) for the Hosted Services 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 Hosted Services. The Provider may also 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.
- 3.4. **Customer Data Backup.** The Provider must ensure a regular backup of the Hosted environment, once per day (by default). Only the last five (5) backups will be stored. Total count of stored backup can be increased with an additional fee. This fee should be specified based on discussion between parties.
- 3.5. **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 in 24 hours after the Provider receives the payment.
- 3.6. **Security.** The Provider implements security procedures to help protect the Customer's Data from security attacks. However, the Customer understands that use of the Hosted Services 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 his 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 Provider's third-party service providers. In the event that an attack occurs, the Provider shall promptly notify the Customer by email.
- 3.7. **Responsibility for Customer's Data**

**General.** The Customer must ensure that his use of Hosted Services and all the Customer's Data is at all times compliant with the Provider's all 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 the Service Terms Agreement and (ii) the Customer's Data and its transfer to and use by the Provider as authorized by the Customer under the Service Terms Agreement 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. Other than its security obligations under Article 3.6 (Security), 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.

**Sensitive Data.** The Customer shall not submit to the Hosted Services (or use the Hosted Services to collect): any personally identifiable information or any other Sensitive Data or information subject to regulation or protection under specific laws. The Customer has also acknowledged that the Provider is not acting as a Customer's Business Associate or a subcontractor. Notwithstanding any other provision to the contrary, the Provider has no liability under the Service Terms Agreement for Sensitive Data.

**Indemnity for Customer's Data.** The Customer shall defend, indemnify and hold harmless the Provider from and against any loss, cost, liability or damage, including attorneys' fees, for which the Provider becomes liable arising from or relating to any claim relating to the Customer's Data, including but not limited to any claim brought by a third party alleging that the Customer's Data, or the Customer's use of the Hosted Services in breach of the Service Terms Agreement, infringes or misappropriates the intellectual property rights of a third party or violates the applicable law. This indemnification obligation is subject to the Customer's receipt of (i) a prompt written notice of such a claim (but in any event, in sufficient time for the Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such a claim; and (iii) all reasonable necessary cooperation of the Provider at the Customer's expense.

3.8. **Removals and Suspension.** The Provider has only obligation to monitor general statistic data uploaded to the Hosted Services. Nonetheless, if the Provider deems to monitor whole content for necessary based on the Customer's violation of the Service Terms Agreement or in response to requests that the Provider receives, the Provider may (1) remove the Customer's Data from the Hosted Services or (2) suspend the Customer's access to the Hosted Services. 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 Hosted Services or other users, the Provider may suspend the Customer's access immediately without a prior notice. The Provider has no liability to the Customer for invalidating or deleting the Customer's Data or suspending the Customer's access to any Hosted Services as described in this section.

3.9. **Deletion at End of Subscription Term.** The Provider should invalidate or delete the Customer's Data within five (5) working days after the termination of the Service Terms Agreement.

#### 4. **Protective Rights, Scope of the Accurity SaaS products**

4.1. The Accurity SaaS products and the documentation specifying the Accurity SaaS products (including the General product documentation) are protected by copyright. The corresponding copyrights of use as well as any patent rights in the Accurity SaaS products are completely due to the Provider.

4.2. The Customer is granted the rights to use Accurity SaaS products as intended. The scope of the use as intended as well as the type and scope of the rights of use granted to the Customer arise from the Service Terms Agreement, the General Terms of the Service Terms Agreement. Unless any other agreements for the right of use are made in the Service Terms Agreement, the Provider shall grant to the Customer the following rights of use in Accurity:

4.2.1. The Customer shall exclusively be entitled to process with the Accurity SaaS products its own data by itself in its own enterprise for its own purposes.

- 4.2.2. If the Customer wants to use the Accurity SaaS products to an extent exceeding the acquired rights qualitatively (in view of the type and scope of the use permitted) or quantitatively (in view of the number of persons entitled to, or computers employed for, simultaneously using Accurity), the Customer shall immediately contact the Accurity Support (through Accurity Support Desk Portal) and acquire the rights necessary for an admissible use.
- 4.2.3. The Customer shall not be allowed to make any further reproductions, including the output of the programme codes on a printer as well as copying or other reproduction of the documentation and/or the manual or essential parts thereof. Any additional documentation and/or manuals needed for employees shall be obtained from the Provider.
- 4.2.4. The Customer shall not be allowed to modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction and provided that the Customer has first requested from the Provider the tools necessary to create interoperable programmes).
- 4.2.5. The Customer may not permit other entities or individuals to use the Accurity SaaS products except under the terms listed herein.

## **5. Customer's Rights and Obligations**

- 5.1. The Customer has the right to create a new incident report or an idea for product functionality improvements through Accurity Support Desk Portal account, that has been created during registration for the duration of the Service Terms Agreement.
- 5.2. The Customer shall be obliged to prevent by suitable measures the unauthorized access of third parties to the Accurity SaaS products as well as to the General product documentation.
- 5.3. The Customer shall allow the Provider, upon request and in case of a well-founded suspicion of misuse, to check the proper application of Accurity, in particular for the fact that the Customer uses Accurity, qualitatively and quantitatively, within the framework of the granted rights. In addition to this, the Customer shall furnish information to the Provider, grant inspection of relevant documents, data and records as well as allow hardware and Accurity checks applied by the Customer. The Provider shall be entitled to carry out the check, or have it carried out by third parties bound to secrecy, on the Customer's premises during the Customer's normal business hours. The Provider shall take care to disturb the Customer's business operation as little as possible through its activities on site.
- 5.4. The Customer shall be liable for any damage caused to the Provider from an infringement of these contractual provisions by the Customer. The Customer shall exempt the Provider, upon first request, in the internal relationship, from a third-party claim which is threatening because the Customer is charged with an infringement of the Service Terms Agreement.
- 5.5. Defects which are detected or are detectable in this connection shall be notified by the Customer in writing within a reasonable period of time, with the exact description of the defect through Accurity Support Desk Portal account for the duration of the Service Terms Agreement.

## **6. Reservation of Ownership, Rescission and Compensation**

- 6.1. All intellectual property rights to the content, which created the Customer through Accurity, belong to exclusive ownership of the Customer.
- 6.2. To improve application functionality based on Customer behaviour, the Provider reserves the rights to aggregate the Customer content and use such data to create a general profiling data, statistics, and anonymous templates. These templates will



always be only general and anonymous, will not contain any specific information and will not allow tracing or connection with the Customer. They will not contain any information that would disclose the trade secret or business strategy of the Customer. No individual company data will be published, only aggregated industry trends.

- 6.3. The Provider reserves the ownership of all objects delivered by the Provider to the Customer.

## 7. Liability

- 7.1. Under no circumstances shall the Provider, its affiliates, partners, suppliers and licensors, be liable for any direct, indirect, incidental, punitive, exemplary, special or consequential damages including damages for lost profits, lost revenue or loss of use (whether based in contract, negligence, strict liability, statute or other theory of liability) that arise from or are related to the use of, or the inability to use the Accurity, whether or not the damages were foreseeable and whether or not the Provider was advised of the possibility of such damages. This provision shall not apply to liability for legal defects. If the Customer suffered a loss because the Provider was not authorized to grant a right to Accurity, the Provider must indemnify the Customer. These obligations survive the Service Terms Agreement termination.

## 8. Data Protection, Secrecy and Safety

- 8.1. Objects of the Service Terms Agreement, documents, proposals, test programmes, etc. of the Provider which become accessible to the Customer before, upon or after conclusion of the Service Terms Agreement, shall be considered as the Provider's intellectual property and as business and trade secret and shall be kept secret by the Customer.
- 8.2. The Customer shall make sure that the Provider shall be informed of all relevant facts beyond the scope of the statutory regulations, whose knowledge is necessary for the Provider for reasons of data protection and secrecy. The Provider shall process the data of the Customer which are necessary for business transaction, observing the provisions of the law on data protection. The Provider shall be entitled to name the Customer after successful completion of the performances as a reference customer.
- 8.3. Unless something to the contrary has been agreed, the Customer shall make sure that protectable contents (such as Sensitive data) are deleted before the Customer hands over data to the Provider.
- 8.4. The contracting parties commit themselves to treat as confidential all objects (e.g. Accurity, documents, information) which they receive, or which become known to them through the other contracting party before or during the performance of the Service Terms Agreement and which are protected by law or include business and trade secrets or are qualified as confidential, even after termination of the Service Terms Agreement, unless they become public without infringement of the duty to maintain secrecy. The contracting parties shall keep these objects in safe custody, so that an access through third parties is excluded.

## 9. Final Provisions

- 9.1. The Provider reserves the right to modify this Service Terms Agreement with effect for the future at any time. In this case, The Provider will notify the Customer of these changes by email. The changes shall be deemed to be accepted if the Customer does not object within three weeks after receipt of the amendment notification. The Provider will inform the Customer in its amendment notification about the Customer's right to object and the effects of a lack of objection. If the Customer rejects the changes, The

Provider has the right to terminate this Service Terms Agreement. Should any provision of the Service Terms Agreement, its other Annexes be or become ineffective, impracticable, or unenforceable, this shall not affect the effectiveness of the remaining provisions. Rather do the contracting parties commit themselves already now to replace the ineffective, impracticable or unenforceable provision by a provision which, within the framework of the legal possibilities, achieves best what the contracting parties have wanted according to the spirit and purpose of the ineffective, impracticable or unenforceable provision.

- 9.2. The Service Terms Agreement 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 the Service Terms 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.