

**Software as a Service
General Terms and Conditions**

Software as a Service General Terms and Conditions

Please read these General Terms and Conditions carefully, as they set out your legal rights and obligations in relation our DMS Greeny platform and services.

Please print a copy of the Agreement and these General Terms and Conditions for your future reference. We will not file a copy specifically in relation to you, and they may not be accessible on our website in future.

These General Terms and Conditions are available in the Slovak and English language. In the event of any discrepancies between the Slovak and the English versions, the Slovak version prevails.

1. Definitions and interpretation

1.1 In the Agreement:

“**Agreement**” means the Agreement on provision of Cloud Computing Services concluded between the Provider and the Customer for the provision of the Platform and Application as a service, incorporating these General Terms and Conditions (including the Schedules) and any amendments to the Agreement from time to time;

“**Application**” means the software applications DMS Greeny Explorer and DMS Greeny Digitizing, supplied by the Provider to the Customer for the purpose of enabling the Customer to access and use the Platform;

“**Business Day** ” means any week day, other than a bank or public holiday in the Slovak Republic;

“**Business Hours** ” means between 09:00 and 17:00 each Business Day;

“**CCN**” means a Change control notice issued in accordance with Clause 9.

“**CCN Consideration Period**” means the period of 20 Business Days following the receipt of a CCN sent by the other party;

“**Change**” means any change to the terms of the Agreement;

“**Charges**” means all amounts payable by the Customer to the Provider under the Agreement;

„**Price List**“ means the list of charge-based provided services including the monthly charges;

“**Confidential Information**” means the Customer Confidential Information and the Provider Confidential Information;

“**Customer**” means the customer specified in the Agreement;

“Customer Confidential Information” means

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Provider that is marked as “confidential”, described as “confidential” or should have been understood by the Provider at the time of disclosure to be confidential;
- (b) the terms and conditions of the Agreement;
- (c) the Customer Materials; and
- (d) the business secret of the Customer.

"Customer Indemnity Event" has the meaning given to it in Clause 11.1;

"Customer Materials" all materials uploaded to, stored on or processed using the Platform or Application by or on behalf of the Customer or by any person or application or automated system using the Customer's account;

"Customisations" means customisations to the Platform that the Provider and Customer agree the Provider will produce on behalf of the Customer;

“Defect” means an error, bug or virus having a materially adverse effect on the appearance, operation or functionality of the Platform, but excluding any defect, error or bug caused by or arising as a result of

- (a) an act or omission of the Customer, or an act or omission of one of the Customer's employees, agents, suppliers or sub-contractors; or
- (b) an incompatibility between the Platform and any other system, application, program or software not specified as compatible in the Agreement.

"Documentation" means the documentation produced by the Provider and made available on the Platform to the Customer specifying how the Service should be used;

“Effective Date” means the date of acceptance and conclusion of this Agreement by the Customer during the ordering process;

“Force Majeure Event” means an event, or a series of related events, that is outside the control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars;

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights and also copyright, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

"Permitted Purpose" of using the Platform and Applications means storing, displaying, modifying and monitoring Customer's electronic documentation or images

of originally paper documents throughout its life cycle;

“**Personal Data**” has the meaning given to it in the Act No. 428/2002 Coll. on Personal Data Protection;

“**Platform**” means the software platform known as DMS Greeny, that is owned and operated by the Provider, and that will be made available to the Customer as a service via the internet under the Agreement;

“**Provider**” means InterWay, s.r.o., with its registered seat at: Stará Vajnorská 21, 831 04 Bratislava, ID No.: 35 728 531, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.: 15626/B;

„**E-mail address of the Provider**“ is greeny@interway.sk

“**Provider Confidential Information**” means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Provider to the Customer that is marked as “confidential”, described as “confidential” or should have been understood by the Customer at the time of disclosure to be confidential;
- (b) the financial terms and conditions of the Agreement; and
- (c) the business secret of the Provider;

“**Schedule**” means a schedule to the Agreement;

“**Service**” means all the services provided or to be provided by the Provider to the Customer under the Agreement, including the Support Services;

“**Order**” means the online document made available by the Provider to the Customer during the order process that specifies the identity of the Customer, and other matters relating to the Agreement;

“**Support Services**” means support and maintenance services provided or to be provided by the Provider to the Customer in accordance with Schedule 1.

“**Term**” means the term of validity and effectivity of the Agreement;

“**Upgrades**” means new versions of, and updates to, the Platform and Application, whether for the purpose of fixing an error, bug or other issue in the Platform or enhancing the functionality of the Platform.

1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of the Agreement.

2. Agreement and Term

The Agreement will come into force on the Effective Date and shall remain valid and effective for an indefinite period of time, unless terminated earlier in accordance with the Agreement.

3. The Platform

- 3.1 The Provider will make available the Platform to the Customer by setting up an account for the Customer on the Platform, and providing to the Customer login details for that account within 3 Business Days following the payment of the Charge for establishing a Service.
- 3.2 Subject to the limitations set out in Clause 3.3 and the prohibitions set out in Clause 3.4 the Provider hereby grants to the Customer a non-exclusive licence to use the Platform for the Permitted Purpose via the Applications, which are part of the Service, via standard web browser in accordance with the Documentation during the Term. The payment for the provision of a licence is included in the Charge.
- 3.3 The licence granted by the Provider to the Customer under Clause 3.2 is subject to the following limitations:
 - (a) the Customer must comply at all times with the terms of the acceptable use policy set out in Schedule 3, and must ensure that all users of the Platform comply with the terms of that acceptable use policy.
- 3.4 Except to the extent mandated by applicable law or expressly permitted in the Agreement, the licence granted by the Provider to the Customer under this Clause 3 is subject to the following prohibitions:
 - (a) the Customer must not sub-license its right to access and use the Platform or allow any unauthorised person to access or use the Platform;
 - (b) the Customer must not frame or otherwise re-publish or re-distribute the Platform;
 - (c) the Customer must not alter or adapt or edit the Platform save as expressly permitted by the Documentation.
- 3.5 For the avoidance of doubt, the Customer has no right to access the object code or source code of the Platform, either during or after the Term.
- 3.6 All Intellectual Property Rights connected to the Platform shall be the exclusive property of the Provider and in compliance with other licences listed in Schedule 5.
- 3.7 The Customer shall ensure that no unauthorised person will or could access the Platform using the Customer's account.

- 3.8 The Customer must not use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform, or any of the areas of, or services on, the Platform.
- 3.9 The Customer must not use the Platform:
- (a) in any way that is unlawful, fraudulent or harmful; or
 - (b) in connection with any unlawful, fraudulent or harmful purpose or activity.

4. The Application

- 4.1 The Provider will make available for download by the Customer a copy or copies of the Application via the Platform.
- 4.2 The use of the Application shall be subject to the following licensing terms. The Provider hereby grants to the Customer a non-exclusive licence to use the Application for the Permitted Purpose via the Platform in accordance with the Documentation during the Term. The payment for the provision of a licence is included in the Charge.
- (a) the Customer may download, install and use the Applications on any computer owned and operated by the Customer strictly in accordance with the Documentation;
 - (b) the Customer must not:
 - (i) copy or reproduce Application or any part of the Application other than in accordance with the licence granted in this Clause 4;
 - (ii) sell, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Application or any part of the Application;
 - (iii) modify, alter, adapt, translate or edit, or create derivative works of, the Application or any part of the Application;
 - (iv) reverse engineer, decompile, disassemble the Application or any part of the Application (except as mandated by applicable law);
 - (v) use the Application other than in accordance with the Documentation;
or
 - (vi) circumvent or remove or attempt to circumvent or remove the technological measures applied to the Application for the purposes of preventing unauthorised use.
- 4.3 All Intellectual Property Rights in the Application shall be the exclusive property of the Provider and in compliance with the licences listed in Schedule 5.
- 4.4 The Customer shall be responsible for the security of the Customer's copies of the Application, and will use all reasonable endeavours to ensure that access to the Application is restricted to persons authorised to use it.

5. Support Services and Upgrades

- 5.1 During the Term the Provider will provide the Support Services to the Customer, and may apply Upgrades to the Platform, in accordance with the Service Level Agreement set out in Schedule 1.
- 5.2 The Provider reserves the right to provide any of the Support Services through its subcontractors.

6. Customisations

- 6.1 The Provider and the Customer may agree that the Provider will customise the Platform or the Application in accordance with a specification agreed using the Change control procedure set out in Clause 9.
- 6.2 From the date when a Customisation is first made available to the Customer, the Customisation shall form part of the Platform (or Application) under the Agreement, and accordingly from that date the Customer's rights to use the Customisation shall be governed by Clause 3 (or Clause 4).
- 6.3 The Customer acknowledges that the Provider may make any Customisation available to its other Customers.
- 6.4 All Intellectual Property Rights in the Customisations shall be the exclusive property of the Provider and in compliance with another licences listed in Schedule 5.
- 6.5 The Customer will provide the Provider with:
- (a) such access to the Customer's computer systems and such other co-operation as is required by the Provider (acting reasonably) to enable the performance by the Provider of its obligations under this Clause 6;
 - (b) all information and documents required by the Provider (acting reasonably) in connection with the performance by the Provider of its obligations under this Clause 6; and
 - (c) any legal, accountancy or taxation advice reasonably required to ensure the compliance of the Customisations with applicable laws.
- 6.6 The Customer will be responsible for procuring any third party co-operation reasonably required by the Provider to enable the Provider to fulfil its obligations under this Clause 6.

7. Customer Materials

- 7.1 The Customer grants to the Provider during the Term a non-exclusive, free of charge and worldwide licence to store, copy and otherwise use the Customer Materials on the Platform for the purposes of operating the Platform, providing the Services, fulfilling its other obligations under the Agreement, and exercising its rights under the

Agreement. The license is granted for the Term.

- 7.2 Subject to Clause 7.1, all Intellectual Property Rights in the Customer Materials will remain the property of the Customer.
- 7.3 The Customer warrants and represents to the Provider that the Customer Materials, and their use by the Provider in accordance with the terms of the Agreement, will not:
- (a) breach any valid legal regulations;
 - (b) infringe any natural or legal person's Intellectual Property Rights or other legal rights; or
 - (c) give rise to any cause of action against the Provider or the Customer or any third party under Slovak law.
- 7.4 Each breach of this Clause 7 by the Customer will be deemed a material breach of this Agreement.

8. Charges

- 8.1 The Provider will issue invoices for the Charges to the Customer in accordance with the Agreement.
- 8.2 The Customer will pay the Charges to the Provider in compliance with Clause 8.1. based on the invoice issued by the Provider payable within 14 calendar days from the date of issuance of the invoice except for the Charges for establishing Service, which shall be payable within 7 calendar days from the Effective Date. In case the Customer shall not pay the Charges for establishing Service within 7 calendar days from the Effective Date, The Agreement shall automatically cease to exist and the Provider will not be entitled to activate the Service for the Customer.
- 8.3 All Charges stated in or in relation to the Agreement are stated exclusive of VAT, unless the context states otherwise. VAT will be payable by the Customer to the Provider in addition to the principal amounts of Charges in compliance with the valid laws of the Slovak Republic.
- 8.4 Charges must be paid by bank transfer (using such payment details as are notified by the Provider to the Customer).
- 8.5 If the Customer does not pay any amount properly due to the Provider under or in connection with the Agreement duly and on time, the Provider may:
- (a) charge the Customer interest on the overdue amount at the rate of 0.05% of the whole overdue amount for each commenced day of delay with payment of the due amount or its part; and
 - (b) claim interest and statutory compensation from the Customer pursuant to the valid laws of the Slovak Republic by court enforcement procedure.
- 8.6 The Provider may suspend access to the Platform and the provision of the Services if

any amounts due to be paid by the Customer to the Provider under the Agreement are overdue by more than 7 calendar days after the due date.

9. Change control

9.1 The provisions of this Clause 9 shall apply to all Changes requested by the Parties.

9.2 Either party may request a Change at any time.

9.3 When requesting a Change, the requesting party is obliged to notify the other party and provide a CCN. The CCN will set out as a minimum:

- (a) details of the impact on the Services;
- (b) details of any additional resources expected to be required as a result of the Change; and
- (c) details of any variation to the Charges consequent upon the Change.

9.4 The other party will consider any proposed Change within 20 business days.

9.5 Either party may:

- (a) accept or reject a CCN issued by the other party;
- (b) request further information concerning any aspect of a CCN issued by the other party; and/or
- (c) request amendments to a CCN issued by the other party.

9.6 Following agreement of a CCN, each party will confirm its agreement to the CCN by a filled online form.

9.7 The proposed Change will not become binding until both parties confirm the filled online form.

10. Warranties

10.1 The Customer warrants and represents to the Provider that it has the legal right and authority to enter into and perform its obligations under the Agreement.

10.2 The Provider warrants and represents to the Customer

- (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement;
- (b) that it will perform its obligations under the Agreement with reasonable care and skill;
- (c) that the Platform will operate in accordance with the Documentation (subject to any Upgrades and Customisations);
- (d) that the Platform will be hosted in accordance with the requirements set out in the Order, and will be available to the Customer in accordance with the

- commitments given in the Order;
- (e) the Platform (excluding the Customer Materials) will not infringe any person's Intellectual Property Rights in the Slovak Republic and in compliance with the laws of the Slovak Republic;

10.3 The Customer acknowledges that:

- (a) complex software is never wholly free from defects, errors and bugs, and the Provider gives no warranty or representation that the Platform will be wholly free from such defects, errors and bugs;
- (b) the Provider does not warrant or represent that the Platform will be compatible with any application, program or software other than the Application not specifically identified as compatible in the Order or Documentation; and
- (c) the Provider does not warrant or represent that the Platform will be compatible with any program or hardware, which is not stated as compatible in the Order or Documentation; and
- (d) the Provider will not and does not purport to provide any legal, taxation or accountancy advice under the Agreement or in relation to the Platform and (except to the extent expressly provided otherwise) the Provider does not warrant or represent that the Platform will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.

10.4 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement.

11. Indemnities

11.1 Subject to the Provider's compliance with Clause 11.2, the Customer will indemnify and will keep indemnified the Provider against all liabilities, damages, losses, costs and expenses (including legal expenses and amounts paid upon legal advice in settlement of any disputes) suffered or incurred by the Provider and arising as a result of any breach of the Agreement by the Customer. (a "**Customer Indemnity Event** ").

11.2 The Provider will:

- (a) upon becoming aware of an actual or potential Customer Indemnity Event, notify the Customer;
- (b) provide to the Customer reasonable assistance in relation to the Customer Indemnity Event;
- (c) allow the Customer the exclusive conduct of all disputes, proceedings, negotiations and settlements relating to the Customer Indemnity Event; and
- (d) not admit liability in connection with the Customer Indemnity Event or settle the Customer Indemnity Event without the prior written consent of the Customer.

12. Indemnity

- 12.1 The Provider will not be liable to the Customer for any loss of profit, loss of business, loss of income, restriction of production or loss of expected savings.
- 12.2 The Provider will not be liable to the Customer for any loss of business, contracts or commercial opportunities.
- 12.3 The Provider will not be liable to the Customer for any loss of or damage to goodwill or reputation.
- 12.4 The Provider will not be liable to the Customer in respect of any loss or corruption of any data, database or software.
- 12.5 The Provider will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.
- 12.6 The Provider will not be liable to the Customer for any losses arising out of a Force Majeure Event.
- 12.7 The Provider's liability in relation to any event or series of related events pursuant to this Agreement is limited by the amount:
- (a) of a one month Charge pursuant to the Agreement.
- 12.8 The Provider's aggregate liability under the Agreement and any other related Agreements is limited by the amount:
- (a) of a one month Charge pursuant to the Agreement.

13. Data protection

- 13.1 The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Provider under or in connection with the Agreement.
- 13.2 The Customer hereby grants to the Provider its consent with processing and storing of the Personal Data during the Term of the Agreement and also after the Term if it shall be necessary for billing, payment, registration and recovery of claims or in order to fulfil the obligations imposed by law. By concluding this Agreement, the Customer hereby gives its consent with processing and storing of the Personal Data within the extent given by these General Terms and Conditions as well as for the purposes of its provision to third parties, if necessary for the operation of Services or registration and recovery of claims for the provided Services.
- 13.3 The Provider declares that it put in place adequate security measures (technical and organizational) to prevent unauthorized or unlawful processing of Personal Data as well as measures against loss or misuse of Personal Data processed by the Provider on behalf of the Customer.

14. Confidentiality

14.1 The Provider will:

- (a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 14;
- (b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care; and

14.2 The Customer will:

- (a) keep confidential and not disclose the Provider Confidential Information to any person save as expressly permitted by this Clause 14;
- (b) protect the Provider Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

14.3 Confidential Information of a party may be disclosed by the other party to that other party's (officers, employees, insurers and professional advisers), provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.

14.4 The obligations set out in this Clause 14 shall not apply to:

- (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- (b) Customer Confidential Information that is in possession of the Provider based on its previous disclosure by the Customer;
- (c) Customer Confidential Information that is received by the Provider from an independent third party who has a right to disclose the relevant Confidential Information; or
- (d) Confidential Information that is required to be disclosed by law, or by a governmental authority, stock exchange or regulatory body provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure.

14.5 The Customer will not make any public disclosure relating to the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the Provider.

15. Suspension

15.1 The access to the Platform may be suspended by the Provider by temporary disabling the Customer's Account. Suspension of the access will not affect the already stored

Customer Materials in any way.

- 15.2 The reasons for suspension of the access to the Platform are stated in Clause 8.6
- 15.3 In order to restore the suspended access to the Platform, the Customer must ask the Provider via e-mail to do so after demonstrable fulfilment of the obligations stated in Clause 8.
- 15.4 After fulfilment of the obligations stated in Clause 15.3 the Provider shall restore the suspended access of the Customer not later than within 3 Business Days.

16. Termination

- 16.1 The Agreement may be terminated by the consent of both Parties in the form of an email.
- 16.2 Each of the Parties is entitled to terminate the Agreement by sending a notice in the form of an e-mail to the other Party under the conditions and in a way stated in this Agreement.
- 16.3 The Provider is entitled to terminate the Agreement in case the Customer:
- (a) does not pay its financial obligations for payment of Charges, which arose to the Customer from the Agreement or in connection with the Agreement within 30 calendar days from the suspension of the access to the Platform by the Provider;
 - (b) breached any duty other than the duty stated in letter (a) of this Section 16.2 following from the Agreement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a notice in the form of an email requiring it to do so;
 - (c) persistently breaches the terms of the Agreement (irrespective of whether such breach constitute a material breach,
 - d) materially breaches the Agreement.
- 16.4 The Customer is entitled to terminate the Agreement in case the Provider:
- (a) substantially changes and announces the substantial change of the General Terms and Conditions within the period of one month from the announcement of such changes to the Customer,
 - (b) repeatedly does not provide the Service according to the Agreement,
 - (c) increases the Charges and announces such increase of Charges to the Customer within the period of one month from the announcement of such changes of Charges to the Customer.
- 16.5 Each of the Parties is entitled to terminate the Agreement by sending a notice in the form of an email to the other Party if:

- (a) the other Party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
- (d) where that other party is an individual that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

16.6 In case of termination of the Agreement for reasons stated in General Terms and Conditions and in the Agreement the Agreement shall cease to exist on the day following the day in which the termination notice in the form of an email was delivered to the other Party.

16.7 Each of the Parties is entitled to withdraw from the Agreement by sending a notice in the form of email to the other Party with a one month notice period. The notice period shall start to run on the first day of the month following the month in which the notice was sent in the form of an email to the other Party.

16.8 If the provider ceases to operate or make a good faith decision not to operate the Platform, it is entitled to withdraw from the Agreement by sending a notice in the form of email to the other Party with a two month notice period. The notice period shall start to run on the first day of the month following the month in which the notice was sent in the form of an email to the other Party.

17. Effects of termination

17.1 Upon termination of the Agreement, all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 4.4, 8.5, 11, 12, 14.1 to 14.4, 17 and 21.

17.2 Termination of the Agreement will not affect either party's accrued liabilities and rights as at the date of termination.

17.3 Within 30 days following the termination of the Agreement, the Provider will:

- a) make accessible all Customer Materials for download; and
- b) irrevocably delete from its other computer systems all Customer Confidential Information, and return to the Customer or dispose of as the Customer may

instruct all documents and materials containing Customer Confidential Information.

- 17.4 The Provider reserves a right, after the lapse of 30 calendar days following the termination of the Agreement, to
- (a) irrevocably delete from the Platform all Customer Materials, with which the Customer gives its consent;
- 17.5 Within 30 days following the termination of the Agreement, the Customer will:
- (a) return to the Provider or dispose of as the Provider may instruct all documents and materials containing Provider Confidential Information; and
 - (b) irrevocably delete from its computer systems all Provider Confidential Information.
- 17.6 A party may retain any document (including any electronic document) containing the Confidential Information of the other party after the termination of the Agreement if:
- (a) that party is obliged to retain such document by any law or regulation or other rule enforceable against that party; or
 - (b) the document in question is a letter, fax, email, order confirmation, invoice, receipt or similar document addressed to the party retaining the document.

18. Notices

- 18.1 Any notice given under the Agreement must be in given in electronic form, sent to the e-mail address of the other party stated in the Agreement
- 18.2 The notice shall be deemed to have been received at the time of delivery of e-mail to the other party. The sender shall retain the document on transfer.
- 18.3 Each of the parties is obliged to notify the other party on any change of the e-mail address of the correspondence address immediately, but not later than within 3 Business Days from such change. Failure to meet this duty shall be deemed a material breach of this Agreement.

19. Change of General Terms and Conditions and the Charge

- 19.1 The Provider reserves the right to make any unilateral change to the General Terms and Conditions and/or the Tariff during the Term. The Provider undertakes to notify the Customer to the email address of the Customer of any substantial changes to the General Terms and Conditions and/or the Tariff at least 30 calendar months in advance while having to inform the Customer of his right to terminate the Agreement without being sanctioned if the Customer does not accept such changes.
- 19.2 On the occurrence of changes to the General Terms and Conditions and/or the

Charges pursuant to paragraph 19.1 above, the agreement on changes of the General Terms and Conditions and/or the Charges shall be effective after the Service is first used by the Customer under the changed General Terms and Conditions and/or the Tariff, of which the Customer has been duly notified pursuant to these General Terms and Conditions, with effect from the date when the respective change to the General Terms and Conditions and/or the Charges becomes effective, unless the Agreement is validly terminated pursuant to paragraph 17.4 of these General Terms and Conditions.

20. Force Majeure Event

- 20.1 Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.
- 20.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement, will:
- (a) forthwith notify the other; and
 - (b) will inform the other of the period for which it is estimated that such failure or delay will continue.
- 20.3 The affected party will take reasonable steps to mitigate the effects of the Force Majeure Event.

21. General

- 21.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 21.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 21.3 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 21.4 The Customer hereby agrees that the Provider may freely assign any or all of its contractual rights and/or obligations under the Agreement to its partner or any successor to all or a substantial part of the business. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may without the prior written

consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any contractual rights or obligations under the Agreement.

- 21.5 Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under the Agreement.
- 21.6 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
- 21.7 the Agreement constitutes the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and
- (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement.
- 21.8 The Agreement will be governed by and construed in accordance with the laws of the Slovak Republic. All disputes arising out of or in connection with the present Agreement, including the disputes concerning its validity, interpretation or annulment, shall be settled before the Court of Arbitration of the Slovak Chamber of Commerce and Industry in Bratislava in conformity with its internal rules and regulations. Each of the parties will appoint one arbitrator and such arbitrators will consequently appoint their chairman. In case a party shall not appoint an arbitrator within 30 days from the delivery of a notice for the appointment of an arbitrator or in case the arbitrators appointed by the parties will not appoint the chairman arbitrator within 30 days from their appointment, the arbitrator or the chairman arbitrator will be appointed by the Chairman of the Court of Arbitration from the List of Arbitrators of this Court of Arbitration. The parties will accept the decision of this court. The decision of the court will be binding for the parties.

Schedule 1

Service Level Agreement

1. Introduction

1.1 In this Schedule:

"**New Functionality**" means new functionality that is introduced to the Platform by an Upgrade; and

1.2 References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

2. Helpdesk

2.1 The Provider will make available, during Business Hours, a telephone or email helpdesk facility for the purposes of:

(a) determining the causes of errors in the Platform.

2.2 The Customer must notify all requests through helpdesk.

3. Response and resolution times

3.1 The Provider will:

(a) use reasonable endeavours to respond to requests for Support Services made through the helpdesk; and

(b) use reasonable endeavours to resolve issues raised by the Customer in accordance with the following response time matrix

Priority	Response time (commencement of technical assistance)			Resolution time		
	<i>Within Business Hours</i>	<i>Out of Business Hours</i>	<i>Bank or Public Holiday</i>	<i>Within Business Hours</i>	<i>Out of Business Hours</i>	<i>Bank or Public Holiday</i>
A – very high	4 hours	8 hours	12 hours	20 hours	24 hours	32 hours
B – high	until 5pm of the following Business Day	until 5pm of the following Business Day	until 5pm of the following Business Day	4 Business Days	4 Business Days	4 Business Days
C - normal	until 5pm of the following Business Day	until 5pm of the following Business Day	until 5pm of the following Business Day	13 Business Days	13 Business Days	13 Business Days

A – very high	The system as a whole has failed and is not operating. There is no known temporary solution or alternative that would lead to the re putting into the system, at least in a limited state.
B – high	The system has significantly limited the ability of operation. The main components are not working show defects during the service. Key functionality is limited. There is no known temporary solution or alternative that would lead to the re putting into the system, at least in a limited state.
C - normal	The system has a shortfall of less important functionality or component which has no critical impact on users but the functionality of the system is limited. The system does not cause permanent loss of data or serious damage.

3.2 The Provider will determine, acting reasonably, in to which severity category an issue falls.

3.3 All Support Services will be provided remotely unless expressly agreed otherwise by the Provider.

4. Limits on Support Services

4.1 The Provider shall have no obligation under the Agreement to provide Support Services in respect of any fault or error caused by:

- (a) the improper use of the Platform; or
- (b) the use of the Platform otherwise than in accordance with the Documentation.

5. Upgrades

5.1 The Customer acknowledges that from time to time during the Term the Provider may apply Upgrades to the Platform, and that such Upgrades may, subject to Paragraph

5.2, result in changes the appearance and/or functionality of the Platform.

5.2 The Provider will give to the Customer reasonable prior written notice of the application of any significant Upgrade to the Platform.

6. Uptime commitment

6.1 The Provider shall use all reasonable endeavours ensure that the Platform is available 99.95 % of the time during each calendar year.

6.2 The availability of the Platform is calculated by the percentage annual availability as follows:

Annual percentage availability is calculated by subtracting the 5 minute intervals from 100% availability during the Service Year (The Service Year is 365 days preceding the Effective Date), when the Platform was not available for external connections for the period of 5 minutes. Even when the Customer used the Platform less than 365 days, the Service year is still 365 days and all the days before the Effective Date are considered as 100% available. Measuring of an annual availability percentage does not include lockout due to:

- a) Application of the Agreement, mainly its Chapters 15 and 16 (Suspension, Termination)
- b) Factors being out of control of the Provider including force majeure events
- c) Activities or non-activities of the Customers or third party
- d) equipment, software, other technology of the Customer or a third party
- e) cancelling the access to the Platform based on the Agreement

6.3 The Provider shall arrange for the monitoring of the availability of the Platform, and shall send an availability report to the Customer upon Customer's request.

7. Back-up and restoration

7.1 the Provider will:

- (a) make back-ups of the Customer Materials stored on the Platform on a daily basis, and will retain such back-ups for at least 24 hours

7.2 In the event of the loss of, or corruption of, Customer Materials stored on the Platform being notified by the Customer to the Provider under Paragraph 2, the Provider shall if so directed by the Customer use all reasonable endeavours to restore the Customer Materials from the most recent available back-up copy.

8. Scheduled maintenance

8.1 The Provider may suspend access to the Platform in order to carry out scheduled maintenance, such maintenance to be carried out outside Business Hours of the Customer and such suspension to be for not more than 2 hours in each day.

8.2 The Provider must give to the Customer at least 2 days written notice of schedule maintenance, including full details of the expected Platform downtime.

8.3 Platform downtime during scheduled maintenance carried out by the Provider in accordance with this Paragraph 8 shall not be counted as downtime for the purposes of Paragraph 6.

Schedule 2 Charges

1. Introduction

1.1. References in this Schedule to Paragraphs are to the paragraphs of this Schedule, unless otherwise stated.

1.2. The Charges under the Agreement will consist of the two following types:

- a) pre-paid, where the Charges for the Services are required prior to commencement of each calendar month during the Term; or
- b) post-paid, where the Charges for the Services are required after the end of each calendar month during the Term.

2. Pre-paid Charges

2.1. The Charges for establishing a Service, according to the Agreement, will consist of the following parts:

- a) Charge for using a Service for the first calendar month; and
- b) Possible one-time Charge connected to establishing a Service with reduced monthly charge.

The Charge for using the Service for the first calendar month will be invoiced by the Provider immediately after the acceptance of the Agreement and will be due within the period of 7 calendar days from the Effective Date.

2.2. Charge for using the Service according to the Agreement, will consist of the following parts:

- a) Charge for using the Service for the following calendar month;
- b) Consumption Charge; and
- c) Possible one-time Charge connected to transfer to the Service with reduced monthly charge.

The Charge for using a Service will be invoiced by the Provider each month during the Term in the amount stated in the up-to-date Price List.

3. Post-paid Charges

3.1. Charge for using the Service according to the Agreement, will consist of the following parts:

- a) Charge for using the Service for the past calendar month;
- b) Consumption Charge; and
- c) Possible one-time Charge connected to transfer to the Service with reduced monthly charge

The Charge for using a Service will be invoiced by the Provider after the end of each month during the Term in the amount stated in the up-to-date Price List.

4. Consumption Charge

4.1. The Provider will invoice to the Customer the Consumption Charge resulting from actual use of the Platform during the Term. The Consumption Charge will be invoiced after the end of the calendar month for the actual usage/consumption of the Platform during the Term. The consumption means:

- a) the number of hours in the month during which the Platform is available to the Customer beyond the Agreement, and
- b) the number of transmitted data from the Platform to the Customer in gigabytes beyond the Agreement.

The consumption charges are invoiced according to the up-to-date Price List.

5. The Charge for establishing a Service with a reduced charge

5.1. The Provider will charge to the Customer a Charge for establishing a Service with a reduced Charge, which shall mean the reduction of a Charge for using a Service. The validity of such reduced Charge is the following:

- a) 12 months; or
- b) 36 months.

The amount of the individual charges shall be invoiced according to the valid Price List.

Schedule 3

Acceptable Use Policy

1. This Policy

This Acceptable Use Policy (the “**Policy**”) sets out the rules governing the use of Service and any content that the Customer may submit to the Service (“**Content**”).

By using the Service, The Customer agrees to the rules set out in this Policy.

2. General restrictions

The Customer must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service, or any of the areas of, or services on, the Service.

The Customer must not use the Service:

- a) in any way that is unlawful, illegal, fraudulent or harmful; or
- b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

3. Licence

The Customer grants to the Provider a worldwide, irrevocable, non-exclusive, royalty-free licence to use your Content on and in relation to the Service.

4. Unlawful and illegal material

The Customer must not use the Service to store, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against you or us or a third party (in each case in any jurisdiction and under any applicable law).

Content (and its publication on the Service) must not:

- a) be libellous or maliciously false;
- b) be obscene or indecent;
- c) infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights;
- d) infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- e) constitute negligent advice or contain any negligent statement;
- f) constitute an incitement to commit a crime;

- g) be in contempt of any court, or in breach of any court order;
- h) be in breach of racial or religious hatred or discrimination legislation;
- i) be blasphemous;
- j) be in breach of official secrets legislation; or
- k) be in breach of any contractual obligation owed to any person.

The Customer must not submit any Content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

5. Graphic material

Content must not depict violence in an explicit, graphic or gratuitous manner.

Content must not be pornographic or sexually explicit, or consist of or include explicit, graphic or gratuitous material of a sexual nature.

6. Harmful software

The Customer must not use the Service to promote or distribute any viruses, Trojans, worms, or any other harmful software, programs, applications or technologies.

The Customer must not use the Service to promote or distribute any software, programs, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

7. Marketing and spam

The Customer must not use the Service to transmit or send unsolicited commercial communications

The Customer must not use the Service to market, distribute or post chain letters, ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar schemes, programs or materials.

8. Gambling

The Customer must not use the Service for any purpose related to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

9. Breaches of this Policy

The Provider reserves the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.

Without prejudice to this general right and our other legal rights, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, the

Provider may:

- a) send the Customer one or more formal warnings;
- b) temporarily suspend his access to a part or all of the Service; and/or
- c) permanently prohibit him from using a part or all of the Service.

10. Banned users

Where the Provider suspends or prohibits the Customers access to the Service or a part of the Service, the Customer must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

11. Monitoring

Notwithstanding the provisions of this Policy, the Provider do not actively monitor Content.

12. Report abuse

If the Customer becomes aware of any material on the Service that contravenes this Policy, he must notify the Provider by email.

Schedule 4
Charges of DMS Greeny Service

These Charges are valid for Cloud **Amazon**
The place for storage of documents is **Ireland, European Union**

Monthly Charge

Service	Charge
DMS Greeny Small	100,00 €
DMS Greeny Small with reduced monthly fee	39,00 €
DMS Greeny Medium	218,00 €
DMS Greeny Medium with reduced monthly fee	91,00 €
DMS Greeny Large	395,00 €
DMS Greeny Large with reduced monthly fee	154,00 €

One-time Charge for establishing the Service with a reduced charge for one year

Service	Charge
DMS Greeny Small with reduced monthly fee	139,00 €
DMS Greeny Medium with reduced monthly fee	319,00 €
DMS Greeny Large with reduced monthly fee	593,00 €

The charge for establishing the Service with a reduced charge will allow the reduction of a monthly charge for the period of the following 12 months.

Consumption Charge

Service	1 GB of Data
DMS Greeny Small	0,60 €
DMS Greeny Small with reduced monthly fee	0,80 €
DMS Greeny Medium	0,60 €
DMS Greeny Medium with reduced monthly fee	0,70 €
DMS Greeny Large	0,60 €
DMS Greeny Large with reduced monthly fee	0,70 €

The Consumption Charge shall apply after the consumption of the pre-paid Transmitted Data in the amount of 20 GB for one repository in the current month. All such data are included in the Transmitted Data, which all users transferred from the service to their computers. The charge shall be invoiced for each started 1 GB of data transmitted over 20 GB. In the month in which the sum of Transmitted data does not exceed 20 GB, the charge will not apply. In case of more repositories, the Transmitted Data will be calculated for each repository individually. The same shall apply also to the Consumption Charge.

Monthly Charge for an additional repository

Service	20 GB repository
DMS Greeny Small	37,00 €
DMS Greeny Small with reduced monthly fee	31,00 €

DMS Greeny Medium	34,00 €
DMS Greeny medium with reduced monthly fee	25,00 €
DMS Greeny Large	34,00 €
DMS Greeny Large with reduced monthly fee	25,00 €

The monthly charge for an additional repository represents a charge for creation and usage of another repository of data with 20 GB and with pre-paid Transmitted data of 20 GB.

All charges are without VAT.

Validity of the price list: since 1.1.2012

Schedule 5

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Updated 16 Apr 2009

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