

GENERAL TERMS & CONDITIONS

At-Nordic OÜ

1. Contractual Basis

- 1.1. These General Terms and Conditions of Business and Delivery (hereinafter referred to as "Terms" for short) of the company At-Nordic OÜ registered in the commercial register of 17130132, with its business address Roosikrantsi 11, 10119 Tallinn, Estonia (hereinafter referred to as "Company") shall apply to all contractual relationships entered into by the Company.
- 1.2. The Terms of Company shall be brought to the attention of new customers at the time the offer is made. Customers who are in a continuous business relationship with Company, acknowledge that these Terms shall (also) apply to contracts concluded in the future.

2. Intellectual Property, Delivery, Acceptance

- 2.1. The Company remains the sole owner of all intellectual property and other property rights, including but not limited to any software, trademarks, logos and all design elements at all times.
- 2.2. The Company will license any software to the customer non-exclusive and non-transferable for the duration of the agreement as far as necessary for the implementation and the provision of the services.
- 2.3. The customer may not reverse-engineer, disassemble, decompile, or modify any part of the Software or attempt to do so without prior written consent of the Company.
- 2.4. In case the software as provided does not conform with agreed specifications, customer shall notify the Company in writing within an inspection period of 20 business days after the Company declares the services to be usable. The customer shall describe in detail to

what extent the software does not conform to the specifications. The customer will be deemed to have accepted the software and the implementation to meet the specification if the customer fails to notify the Company on or prior to expiration of the inspection Period.

3. Fees and Payment Terms

- 3.1. Unless otherwise stated, all prices are shown in Euro and are always “net” (i.e. without any taxes). Payments shall be made in Euro.
- 3.2. Payments are due ten working days after the invoice has been issued to the customer. Any overdue undisputed payments shall bear interest at the rate of 8 % per year following the due date. Company shall also be entitled to suspend the use of any software provided to the customer until full payment. Company shall not be liable for any damages arising therefrom.
- 3.3. The remuneration for services rendered by Company under maintenance and service contracts shall be annually in advance. The binding period for this proactive services of Company is 12 months from the go-live date. Proactive services can only be terminated in writing at least 3 months before end of the binding period, otherwise the binding period is automatically extended by a further 12 months.
- 3.4. Creative and/or Consultative Services of Company (such as in particular concepts, analyses, etc.), which are not included in the quotation or which are commissioned after the main service, shall be charged to the client at an hourly rate of EUR 250.00 (plus VAT).
- 3.5. Customer shall bear the accommodation and all travel related expenses of Company's employees. Company shall have the right to decide whether the travel expenses shall be travel expenses at a flat rate of EUR 0.68 per kilometer or by reimbursement of the actual expenses for the respective (partial) distance travelled (e.g. costs for flight/train tickets, rental car, taxi, etc). The distance shall always be understood to be from the registered office of Company to the place of residence or domicile of the respective customer. For travelling time, the customer shall be charged 50 percent of the agreed hourly rate.
- 3.6. In case any dispute arises as to the number of verifications carried out, the number of verifications displayed in the backend shall prevail.

4. Term and Termination

- 4.1. Unless otherwise stated, any Agreement shall enter into effect as of the respective signature date for an initial term of two years and shall then automatically renew for successive one-year periods unless terminated by either party subject to the conditions laid out in this Section.
- 4.2. Each party may terminate the Agreement with a three-month prior written notice to the end of the then current term.
- 4.3. Each party may terminate the Agreement with immediate effect, in whole or in part, by giving prior written notice to the other party, if the other party:
 - (i) commits a material breach of any of its obligations under this Agreement (e.g. non-payment within the payment periods), provided that such breach is not cured within 30 days following receipt of the written notice; or
 - (ii) becomes unable to pay or fails to pay its debts as they become due pursuant to applicable domestic or foreign bankruptcy or insolvency laws.
- 4.4. Following termination of the Agreement the customer is obliged to delete permanently any and all data relating to the Implementation and any and all confidential information as provided by the Company during the duration of the Agreement and in accordance with its legal obligations.

5. Service Modifications

- 5.1. The Company is free in the choice of the technical measures in the provision of the services, specifically regarding the employed technology and IT infrastructure. Necessary changes shall be communicated in writing to customer at least one week before entering into force (email acceptable).

5.2. The Company may modify the content of the services, specifically its technical details as far as the changes do not affect the content of the contractual regulations or the quality of services to the worse. The modification is authorized if the functionalities remain equal or are improved.

6. Warranties and Liability

6.1. The Company represents, warrants and covenants to the customer that:

- (i) the implementation of the software pursuant to this Agreement is not in conflict with any other agreement to which the Company is a party;
- (ii) by performing this Agreement, the Company does not violate any Intellectual Property Rights of any third party;
- (iii) the implementation of the software works and operates in accordance with the specifications mentioned in the offer/quotation;
- (iv) it has the full right, power, legal capacity and authority to perform its obligations under this Agreement, and by entering into this Agreement, it will not conflict with, or breach the terms, conditions or provisions of, or default under any other agreement to which it is a party;
- (v) there is no action, suit or proceeding at law or in equity now pending or, to its knowledge, threatened by or against or affecting it which would substantially impair its right to carry on its business as contemplated herein or adversely affect its financial condition or operations;
- (vi) in undertaking its obligations pursuant to this Agreement it will exercise at least the same degree of competence and professionalism which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of business as the Company under the same or similar circumstances, but in no event with less than reasonable care.

- 6.2. The Company does not warrant and/or assumes any liability for the usage of any certain third-party services as the case may be. The Company shall be entitled to – anytime – change, amend, or renew any third-party services necessary or useful for the software.
- 6.3. The Company's liability in connection with any Agreement for all damages of any nature whatsoever, including reasonable attorney's fees and expenses and other costs and expenses incident to any relevant suit, action or proceeding, including consequential damages but excluding in any case lost profit, other indirect damages, loss of goodwill and purely reputational losses is limited to damages caused by blatant gross negligence and wilful misconduct and to a maximum of the last six (6) months' fee payments by the customer to the Company.

7. Confidentiality

- 7.1. During the term of the Agreement and thereafter, each Party will use and reproduce the other Party's Confidential Information only for purposes of the Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants or independent contractors with a need to know (and provided in all cases that such third parties are bound by written confidentiality undertakings in relation to the Confidential Information at least as strict as those set out herein) and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it will not be a breach of the Agreement for either Party to disclose Confidential Information of the other Party if required to do so under applicable law or in a judicial or other governmental investigation or proceeding.
- 7.2. Confidential Information specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other Party; (ii) information that is known to either Party without restriction, prior to receipt from the other Party under the Agreement, from its own independent sources as evidenced by such Party's written records, and which was not acquired from the other Party; (iii) information that either Party receives from any third Party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either Party's employees or agents provided that

either Party can show that those same employees or agents had no access to the Confidential Information received hereunder.

- 7.3. The confidentiality undertakings set out herein shall survive expiry or termination of the Agreement for an indefinite period. The Receiving Party shall procure that each Advisor is made aware of and complies with all the Receiving Party's obligations of confidentiality under the Agreement as if the Advisor were a party to the Agreement.

8. Miscellaneous

8.1. Governing Law, Jurisdiction

Place of performance is the business address of Company. Any disputes shall be governed by Austrian law without regard to its provisions on conflict of laws and the UN Sales Convention. The courts competent for Inner City, Vienna, Austria shall have exclusive jurisdiction.

8.2. Written Form and Amendments.

This Terms may only be amended by an instrument in writing signed by each of the Parties. This shall also apply to any amendment of this written-form requirement.

8.3. Severability

If any provision of this Terms shall be held to be invalid or unenforceable, the remainder of this Terms shall remain in full force and effect. The Parties shall in good faith negotiations try to find an arrangement that approximates as nearly as possible the inoperative term(s).

9. Amendments

The following existing clause in At-Nordic OÜ's shall be amended as such:

"6.3 The company's liability in connection with any Agreement for all damages of any nature, whatever, including reasonable attorney's fees and expenses and other costs and expenses incident to any relevant suit, action or proceed including consequential damages but excluding in any case lost profit, other indirect damages, loss of goodwill and purely reputational losses is limited to a maximum of: a) €500,000 in respect of any breach of the Data Processing Agreement or GDPR (as defined in the Data Processing Agreement) and a) €10,000 in respect of any other claim."

