

Cogniware General Terms and Conditions Agreement (hereinafter only the "Agreement")

Under this Agreement, Client may order CW Products from Cogniware. Details regarding CW Products are provided in Attachments, and Transaction Documents (TDs) such as Terms of Use, Service Descriptions, Quotes, Statements of Work, Contract for Work, Sales Contracts and Proofs of Entitlement (PoEs). This Agreement, Attachments, and applicable TDs are the complete agreement regarding transactions by which Client acquires CW Product. In the event of conflict, an Attachment prevails over this Agreement and a TD prevails over both the Agreement and any Attachment.

The Contracting Parties

Business company **Cogniware, s.r.o.**

With registered office at Perneroва 697/35, 186 00 Prague 8, Czech Republic.

Registered in Commercial Register kept by the Municipal Court in Prague under file no. C 224972.

ID: 02892081

Tax no.: CZ02892081

IBAN: CZ3655000000008128870001

SWIFT: RZBCCZPP

(hereinafter only the "**Cogniware**")

and

Business company, Individual person, Government, Non-Profit organization or any other entity that is purchasing CW Product (hereinafter only the "**Client**")

(the Cogniware and the Client hereinafter only the „Contracting Parties“)

Clientship Agreement
(hereinafter the "**Agreement**")

I.

Introductory provisions

- 1.1. Client accepts this Agreement by submitting an order to Cogniware or Client's chosen reseller(s). This Agreement is effective on the date Cogniware accepts the order under this Agreement. CW Product is subject to this Agreement when Cogniware accepts Client's order by i) sending an invoice or a Proof of Entitlement (PoE) including the level of authorized use, ii) making the Program or Cogniware Cloud Service available, or iii) providing the support, service, or solution.
- 1.2. Cogniware operates as a supplier of software programs, software maintenance and professional services in accordance with the current offer of Cogniware, which is accessible online at www.cogniware.com (hereinafter only the "CW Products").

Cogniware operates in the business markets also via its business partners (hereinafter also "Cogniware Partners").
- 1.3. The sale of CW Products means, in case of Software Programs ("Programs"), their provision by granting a chargeable license to a specific Program. Programs are not sold only licensed and copyrighted. All license transactions are subject to Program License Agreement (PLA) available online at www.cogniware.com/agreements.
- 1.4. The sale of CW Products means, in case of Software Maintenance ("Software Maintenance"), the provision of support services for Software Programs. All Software Maintenance transactions and its provision is subject to

Software Maintenance Agreement (SMA) available at www.cogniware.com/agreements.

- 1.5. The sale of CW Products in case of Professional Services, means individual contractual work of Cogniware Professionals. All Professional Services engagements are subject to individual contracts between Cogniware and the Client.
- 1.6. Individual Purchase and/or Contract details may be specified in Transactional Documents ("TD"). In the event of conflict, TD prevail over this Agreement and its Attachments and over the PLA and SMA. In case of conflict between this Agreement and either SMA or PLA, the SMA and PLA prevail over this Agreement.

II.

The subject-matter of the Agreement

- 2.1 This Agreement specifies the Rights and Obligations of the Client when purchasing CW Products.

III.

The manner of performance

- 3.1. The Client is entitled to order a CW Product from Cogniware either via email at sales@cogniware.com or by other means specified by Cogniware.
- 3.2. After placing an order within the meaning of paragraph 3.1. of this Agreement, in case of Software Program the Contracting Parties enter into a Product License Agreement as specified at www.cogniware.com/agreements, in case of Software Maintenance the Contracting Parties enter into Software Maintenance Agreement as specified at www.cogniware.com/agreements.
- 3.3. Cogniware sells a CW Product to the Client for a price stated in the current price list of CW Products (hereinafter only the "CW Price List").
- 3.4. In individual cases, the Contracting Parties may agree on a specific price and licensing different from the CW Price List.
- 3.5. In order to cover the price of a CW Product, Cogniware issues an invoice to the Client, which is payable within thirty (30) days from the date of delivery.
- 3.6. Cogniware offers Professional Services based on implementation and service of Software Programs and, according to individual requirements, sets up projects concerning other software. In case of the Client being interested in acquiring such services or projects, the Contracting Parties conclude a separate contract. There is no lawful entitlement to conclude such an agreement.

IV. Programs and Software Maintenance

- 4.1. Cogniware Programs acquired under this Agreement are subject to Cogniware's Program License Agreement (PLA), available at www.cogniware.com/agreements.
- 4.2. Program may include the following, including the original and all whole or partial copies: 1) machine- readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures),

- 4) related licensed materials, and 5) license use documents or keys, and documentation.
- 4.3. With the exception of certain Programs that Cogniware designates as platform or operating system specific, Client may use and install Programs in any commercially available national language for any platform or operating system available from Cogniware up to the level of Client's authorizations.
- 4.4. Monthly License Programs (ML Programs) are Cogniware Programs provided to Client for a monthly license charge. Monthly Licenses have a term that begins on the date that Client's order is accepted by Cogniware or as specified in the TD and continues for a period Client commits to pay Cogniware (a Commitment Term) as specified in the TD and after that until Client terminates the Term by giving at least 30 days' written notice to Cogniware.
- 4.5. Fixed Term Licenses have a term that begins on the date that Client's order is accepted by Cogniware. A Fixed Term License is for the definite time period specified by Cogniware in a TD.
- 4.6. Cogniware provides Software Maintenance for Cogniware Programs. All Software Maintenance transactions and its provision is subject to Software Maintenance Agreement available at www.cogniware.com/agreements.

V.

The rights of intellectual property

- 5.1. The Client takes into account that all the rights to the CW Products, to all the background papers of the CW Products, to all the proposals of the CW Products, to all the documentation and all the related materials are subject to protection in accordance with rights of intellectual property, industrial property, trademark rights and right to business secrets. The Client takes into account that all the rights stated in the previous sentence belong to Cogniware.
- 5.2. The Client takes into account that it is entitled to use the names of CW Products only in order to achieve the purpose of this Agreement. Cogniware is at any time entitled to withdraw consent to any use and presentation of the names of the CW Products.
- 5.3. During the performance of the obligations in accordance with this Agreement, the Client explicitly undertakes to respect and protect all the rights to CW Products belonging to Cogniware. The Client provides Cogniware with needed cooperation to preserve its rights of intellectual property whenever their performance shall be threatened by a third party.
- 5.4. Through sale of a CW Product Cogniware does not transfer any rights to a CW Product, it only provides the Client with these rights within the meaning of paragraph 1.4. and the Client is not entitled in any way to modify, damage and/or to remove marking and/or information related to the CW Products and thus interfere in copyright, trademark rights and/or other rights of intellectual property of Cogniware.
- 5.5. Without previous written consent of Cogniware the Client is not entitled to interfere in the CW Products, individual programs, documentation and related materials or to use CW Products as a model when developing computer programs.

- 5.6. In Case The Client is entitled to subsequently sell the CW Product based on the TD. The Client on behalf of Cogniware undertakes to conclude with the end customer a similar agreement about the rights of intellectual property of the CW Products.

VI.

Delivery

- 6.1. All the orders, consents, requests and other notifications related to this Agreement must be made in writing and must be delivered to the other Contracting Party by electronic mail, personally against confirmation of receipt, by holder of the postal service license or by internationally recognized courier service.
- 6.2. Proffered way of communication of orders is electronic mail to the email address sales@cogniware.com.
- 6.3. Where convenient, information about CW Products will be available to the Client online at www.cogniware.com or delivered by electronic mail or at sole discretion of Cogniware at individual online storage that will be specified to the Client by Cogniware.
- 6.4. In case of the communication being realized by holder of the postal service license or an internationally recognized courier service, the Contracting Parties are obliged to send the documents to the addresses stated in the heading of this Agreement on the front page.
- 6.5. Without any unnecessary delay, the contracting parties are obliged to inform each other in writing about any changes of data, which are important for the mutual communication of the Contracting Parties.
- 6.6. Documents being delivered personally or by mail are considered to be delivered at the time of receipt by the addressee or at the time of a groundless refusal of receipt by the addressee or when being delivered by holder of the postal service license or internationally recognized courier service even at the time of returning of an undelivered item to the sender.
- 6.7. Documents being delivered by e-mail are considered to be delivered at the time the sender receives a message containing a confirmation of their receipt.

VII.

Information security

- 7.1. The Contracting Parties take into account that along with the performance of this Agreement it may occur that certain non-public information related to know-how and trade secret and other operational and business matters will be communicated between them or that they will learn this non-public information otherwise. For this reason the Contracting Parties agree on following provisions:
- 7.1.1. The Contracting Parties undertake to keep confidential matters they learned during their cooperation in accordance with this Agreement. This includes all information about trade secret, know-how, business procedures, all client databases and other partners of Contracting Parties, information about plans of new features and CW products, the provisions of this Agreement and, in particular, the amount of discount from the price according to the Price List of Cogniware and other terms and conditions individually agreed in connection with this Agreement.

- 7.1.2. The Client undertakes not to reproduce, copy, save on portable discs etc. the CW Products in any way for its own benefit or for benefit of others with the exception of performance of this Agreement.
- 7.1.3. The Contracting Parties undertake to reasonably protect all the information from misuse, damage, depreciation, loss and theft.
- 7.1.4. The Contracting Parties undertake to ensure that acquired information will be kept confidential by their employees, representatives as well as other cooperating persons if they receive them in order to perform this Agreement.
- 7.2. The Contracting Parties explicitly agree that stated obligations of the Contracting Parties will last even after the termination of this Agreement takes effect on any ground for the period of three (3) years.
- 7.3. The Contracting Parties state that keeping confidential means not to pass on or not to make any papers accessible to a third party in any form with the exception of that kind of handing over of accesses that shall be made in accordance with performance of this Agreement (e.g. informing the end clients about CW Products etc.). Keeping confidential furthermore means not to publish information, not to tell information to a third party and to keep it secret with the exception of such cases if their communication is strictly demanded by a statutory instrument or if there is a waiver of this obligation by the other Contracting Party or the information, by its nature, is intended to be published in order to fulfill the cooperation in accordance with this Agreement.
- 7.4. Contracting Parties may have agreed or may agree in the future on a specific agreement on the matter of Information security ("Non-Disclosure Agreement" or "NDA"). In the event of conflict, between the NDA and this Agreement, the NDA prevails.

VIII. Liability and Indemnity

- 8.1. Cogniware's entire liability for all claims related to this Agreement will not exceed any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. Cogniware will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to Cogniware, its affiliates, contractors, sub processors, and suppliers.
- 8.2. The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; and ii) damages that cannot be limited under applicable law.
- 8.3. If a third party asserts a claim against Client that an Cogniware Program acquired under this Agreement infringes a patent or copyright, Cogniware will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by Cogniware, provided that Client promptly (i) notifies Cogniware in writing of the claim, (ii) supplies information requested by Cogniware, and (iii) allows Cogniware to control, and reasonably cooperates

in, the defense and settlement, including mitigation efforts.

- 8.4. Cogniware has no responsibility for claims based, in whole or part, on Non-Cogniware Programs, items not provided by Cogniware, or any violation of law or third party rights caused by Content, materials, designs, specifications, or use of a non-current version or release of CW Product when an infringement claim could have been avoided by using a current version or release. Each Non-Cogniware Program is governed by the terms of the third party end user license agreement that accompanies it. Cogniware is not a party to the third party end user license agreement and assumes no obligations under it.

IX. Warranty

- 9.1. Unless Cogniware specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for a Cogniware Program is stated in its license agreement.
- 9.2. Cogniware warrants it provides Software Maintenance and Professional Services using commercially reasonable care and skill as described in this Agreement, Software Maintenance Agreement and other Transactional Documents (TD). These warranties end when such support or service ends.
- 9.3. Cogniware does not warrant uninterrupted or error-free operation of CW Products or that Cogniware will correct all defects or prevent third party disruptions or unauthorized third party access to a CW Product. These warranties are the exclusive warranties from Cogniware and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Cogniware warranties will not apply if there has been misuse, modification, damage not caused by Cogniware, failure to comply with instructions provided by Cogniware, or if otherwise stated in an Attachment or TD. Unless otherwise specified in an Attachment or TD, Cogniware offers Non-Cogniware Programs without warranties of any kind. Third parties provide services and licensed products directly to Client under their own agreements. Third parties may provide their own warranties to Client. Cogniware will identify CW Products it does not warrant.

X. Penalty provisions

- 10.1. In case of delay of the Client's payment of any financial amount in accordance with this Agreement, Cogniware is entitled to demand the payment of contractual interest for delay and the Client is obliged to pay the demanded interest of 0,05 % of the sum owed per each day and part.
- 10.2. By establishment of the claim to contractual penalty, its application, settlement of the contractual penalty or payment, the obligation of the Contracting Party, whose fulfillment is ensured by the contractual penalty, is not affected.

XI.

Dispute settlement

- 11.1. The Contracting Parties agree that the rights and obligations established on the basis of this Agreement or in relation to this Agreement are governed primarily by the provisions of this Agreement, in the second line by international treaties and in the third line by law of the Czech Republic.
- 11.2. The Contracting Parties undertake to make the greatest effort to remove mutual disputes arisen on basis of this Agreement or in relation to this Agreement and to try to solve them first by negotiation of the authorized representatives.
- 11.3. All disputes arising from the present Agreement and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.
- 11.4. Disputes arising from the PLA are governed by Dispute Settlement, Jurisdiction, Governing Law and other applicable provisions specified in the PLA.
- 11.5. Disputes arising from the SMA are governed by Dispute Settlement, Jurisdiction, Governing Law and other applicable provisions specified in the SMA.
- 13.5. If any of the Contracting Parties overlooks or pardons any non-performance, violation, delay or default on any obligation arising from this Agreement, such a behavior does not establish giving up on this or any future obligations, unless stated in writing for each and individual case.
- 13.6. The Contracting Parties explicitly confirm that they are acting within their entrepreneurial activity and the conditions of this Agreement are a result of negotiating of the parties and that each party had the opportunity to affect the content of the basic conditions of this agreement.

XII.

Prohibition of assignment

- 12.1. Without previous written consent of Cogniware, the Client is not entitled to assign rights and obligations arising from this Agreement to a third party, that is neither any individual right or claim nor this Agreement as a whole.
- 12.2. The Contracting Parties explicitly exclude the Agreement to be assigned to a third party by a contract, on purchase of a business establishment or a similar without previous written consent of Cogniware.

XIII.

Final provisions

- 13.1. This Agreement contains a complete agreement of the Contracting Parties on the subject-matter of this Agreement.
- 13.2. Any manifest of the Contracting Parties made during the negotiation about this Agreement and any manifest made after conclusion of this Agreement must not be interpreted as incompatible with explicit provisions of this Agreement and does not start any obligation for any Contracting Party.
- 13.3. If any provision hereof is or becomes ineffective (void), it does not affect any other provision of the Agreement in case there can be assumed that the Contracting Parties would conclude the Agreement even without the ineffective (void) provision. The Contracting Parties undertake to replace such a provision with a new provision. This new version shall meet the intention expressed by the original provision and by this Agreement as a whole.
- 13.4. The rights arising hereof or its violation shall be time-barred within 5 years since the day the right could have been applied if not stated otherwise in the Agreement.