AWS MARKETPLACE ADDENDUM

to the GitProtect Terms of Service

1. SCOPE AND PARTIES

1.1 This AWS Marketplace Addendum (the "**Addendum**") supplements and amends the GitProtect Terms of Service, in the version attached to this Addendum (the "**ToS**"), and applies whenever the Client purchases a Subscription Plan for the Services through AWS Marketplace, operated by Amazon Web Services, Inc. or its affiliates ("**AWS**"), whether under a public offer or a private offer (an "**AWS Purchase**").

1.2 The agreement for an AWS Purchase is concluded between the Client and XOPERO SOFTWARE S.A., with its registered office in Gorzów Wielkopolski, Poland, at ul. Franciszka Walczaka 3, 66-400 Gorzów Wielkopolski, entered in the register of entrepreneurs of the National Court Register under KRS no. 0000684240, NIP (tax ID) 5993066603 ("**XOPERO**").

1.3 This Addendum and the ToS together constitute the end user license agreement for the AWS Purchase. The ToS are attached to this Addendum and form an integral part of it. Capitalized terms not defined in this Addendum have the meanings given to them in the ToS.

1.4 For an AWS Purchase, the party details at the beginning of the ToS and the signature block at its end are not completed or signed. The agreement is concluded upon the AWS Purchase, and references in the ToS to the "Client" mean the purchaser under the AWS Purchase.

2. ORDER OF PRECEDENCE

2.1 Subject to Section 7.3, in the event of any conflict the following order of precedence applies:

a) the specific terms of a private offer accepted by the Client through AWS Marketplace, including any additional terms expressly attached by XOPERO to that private offer;

b) this Addendum;

c) the ToS;

d) the Additional Addendums referred to in Section 1.1 of the ToS, as listed in Section 3.1;

e) any other documents published by XOPERO on the Website.

2.2 Any terms contained in the Client's purchase order, vendor registration, procurement portal or similar documents do not form part of the agreement and are not binding on XOPERO, unless expressly accepted by XOPERO in writing.

3. INCORPORATED DOCUMENTS

3.1 For an AWS Purchase, the Additional Addendums referred to in Section 1.1 of the ToS are available at the addresses below:

a) the Data Processing Addendum ("**DPA**"): https://gitprotect.io/legal-terms/data_processing_agreement.html;

b) the Privacy Notice: https://gitprotect.io/legal-terms/privacy-notice.html;

c) the Personal Data Protection Policy, which constitutes the Data Protection Policy referred to in Section 11.7 of the ToS: https://gitprotect.io/legal-terms/personal-data-protection-policy.html;

d) the list of Sub-Processors referred to in Section 11.5 of the ToS: https://gitprotect.io/legal-terms/sub_processors.html;

e) the Service Level Agreement ("**SLA**"): https://gitprotect.io/legal-terms/service_level_agreement.html;

f) the Security Guidance: https://gitprotect.io/security-guidance.html.

3.2 The Payment and Refund Policy, although listed in Section 1.1 of the ToS, does not apply to an AWS Purchase. Section 4 of this Addendum applies instead.

3.3 If a private offer incorporates a data processing agreement or a service level agreement separately agreed between the parties, that document applies instead of the DPA or the SLA, respectively.

4. SUBSCRIPTION, FEES AND PAYMENT

4.1 The Subscription Plan, the scope of the Services (including the number of users, repositories or other licensed units), the Subscription Fees and the subscription term are those set out in the AWS Marketplace listing or in the private offer accepted by the Client. For an AWS Purchase, the term "Subscription Fee" defined in Section 2.1 of the ToS means the fees payable by the Client for that AWS Purchase.

4.2 Subscription Fees are invoiced and collected by AWS in accordance with the terms applicable to AWS Marketplace, and the Client's payment obligation is discharged upon payment to AWS. Section 7.1 of the ToS does not apply. Section 7.2 of the ToS applies to the extent any withholding tax reduces the amounts due to XOPERO.

4.3 Subscription Fees are non-refundable, except where expressly provided otherwise in the ToS, in a private offer or by mandatory provisions of law. Any refund is processed through AWS.

4.4 For the purposes of Sections 13.2 and 14.2 of the ToS, the Subscription Fees paid by the Client are the amounts paid by the Client for the relevant AWS Purchase in the twelve (12) month period prior to the event giving rise to liability.

5. TERM, RENEWAL AND TERMINATION

5.1 The term of the subscription is the term of the AWS Purchase, and its renewal follows the renewal settings of the AWS Purchase or the private offer. The one-month default term in Section 9.2 of the ToS does not apply.

5.2 Cancellation of the subscription by the Client through AWS Marketplace takes effect in accordance with the terms applicable to AWS Marketplace and does not entitle the Client to a refund, except as provided in Section 4.3.

5.3 XOPERO's rights under Sections 6.5, 6.6, 8.5 and 9.3(b) of the ToS remain unaffected. XOPERO may give effect to a suspension or termination by ending or suspending the Client's entitlement in AWS Marketplace.

5.4 Section 9.5 of the ToS (retention and deletion of Client Content) applies irrespective of how the subscription ends.

6. ACCOUNT REGISTRATION AND UPDATES TO THE TOS

6.1 After the AWS Purchase, the Client completes the registration of its Account on the GitProtect platform. Acceptance of the ToS during registration confirms the terms agreed through the AWS Purchase and does not create a separate agreement.

6.2 Section 3 of the ToS (updates to the ToS) applies to an AWS Purchase. XOPERO will also make the updated version available in the AWS Marketplace listing. The specific terms of a private offer may be changed only by agreement of the parties.

7. LICENCE AND INTELLECTUAL PROPERTY

7.1 The licence granted under Section 8 of the ToS is limited to the subscription term of the AWS Purchase and ends with it. No licence to the Services or the Software becomes perpetual, irrespective of the pricing or payment model of the AWS Purchase.

7.2 XOPERO may use any suggestions, ideas or other feedback concerning the Services or the Software provided by the Client or its End-Users, without restriction and without any obligation towards the Client.

7.3 Nothing in the AWS Marketplace listing, a private offer or any document of the Client transfers to the Client any rights in the Services, the Software or any other intellectual property of XOPERO or its licensors, or grants the Client any licence beyond Section 8 of the ToS and Section 7.1 of this Addendum. This Section 7.3 prevails over any conflicting provision of a private offer.

8. AWS AND FINAL PROVISIONS

8.1 AWS is not a party to the agreement between XOPERO and the Client and has no liability or obligation under it. The Client's use of AWS Marketplace and its AWS account is governed by the Client's agreements with AWS, and XOPERO is not responsible for the operation of AWS Marketplace, including billing and payment processing by AWS.

8.2 Support and complaints concerning the Services are handled by XOPERO in accordance with Section 15 of the ToS. AWS does not provide support for the Services.

8.3 An AWS Purchase does not by itself determine where Client Data is stored or processed. Section 11.4 of the ToS applies.

8.4 This Addendum is governed by the law and jurisdiction set out in Section 16 of the ToS. In all matters not regulated in this Addendum, the ToS apply.

TERMS OF SERVICE

concluded by electronic means on the date of the last signature between:

XOPERO SOFTWARE S.A. with its registered seat in Gorzów Wlkp. at Franciszka Walczaka Str. 3, 66-400 Gorzów Wlkp., Poland entered into the Commercial Register kept by the District Court in Zielona Góra, VIII Division, under the KRS no: 0000684240, tax identification no. NIP: 5993066603, REGON no.: 080285693, represented herein by:
- Łukasz Jesis – CEO,
hereinafter referred to as "**Xopero**",

and

[*] with its registered seat in **[*]**, at **[*]**, entered into the Commercial Register kept by **[*]** under number: **[*]**, share capital **[*],** tax identification number: **[*]**,
represented herein by:
[*] - **[*]**,
hereinafter referred to as "**the Client**",

hereinafter referred to individually as "**Party**" or collectively as "**Parties**",

which reads as follows:

1. GENERAL PROVISIONS

1.1. These Terms of Service (the "**ToS**"), together with the Additional Addendums referred to below, constitute the entire agreement (the "**Agreement**") between XOPERO (as defined in the comparison above) and any person or entity registering to, accessing or using the Services (the "**Client**" or "**you**"). The following documents form integral parts of this Agreement as "**Additional Addendums**": the Service Level Agreement ("**SLA**"), the Payment and Refund Policy, the Data Processing Addendum ("**DPA**"), the Privacy Notice, the Personal Data Protection Policy, the list of Sub-Processors and the Security Guidance, each as made available by Xopero and as amended from time to time. In the event of any conflict between this ToS and an Additional Addendum, this ToS shall prevail unless the Additional Addendum expressly provides otherwise.

1.2. Accepting this ToS is a condition of using the Services provided by XOPERO.

1.3. BY COMPLETING THE REGISTRATION PROCESS, ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (I) YOU HAVE READ, UNDERSTOOD AND ACCEPTED THIS ToS, (II) YOU HEREBY REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER OR ACT ON BEHALF OF THE OWNER OF THE ACCOUNT, AND BIND TO THIS ToS AND IF YOU ARE THE AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT (III) THE INDIVIDUAL ACCEPTING THIS ToS IS DULY AUTHORIZED TO ACCEPT THIS ToS ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY AND (IV) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS ToS AND PERFORM ITS OBLIGATIONS HEREUNDER.

1.4. This ToS is effective between you and XOPERO on the day of your registration, access to or use of the Services (as further defined below) or by executing an applicable Order Form (the "**Effective Date**").

2. DEFINITIONS

2.1. The following terms shall have the meaning specified below:

a) "**Client's Account**"/"**Account**" means the account that the Client has with the applicable Service;

b) "**Client Content**"/"**Content**" means all the content in the Client's Account that is made available by the applicable Service;

c) "**Client Data**"/"**Data**" means data, information (including but not limited to Personal Data) and any material, content, phrases, entries uploaded to or created in the Services or transmitted through or stored in the Services by the Client or any End-User, or otherwise made available, by or for Client to or through the Services.

d) "**End-User(s)**" means any entity using the Services, including the Client.

e) "**Order Form**" means any applicable ordering document between the parties that specifies mutually agreed upon rates for certain Services and other commercial terms. Each Order Form executed by the parties is governed by this ToS and is subject thereto.

f) "**Personal Data**" means any information relating to an identified or identifiable natural person under the Client's Account, who can be identified, directly or indirectly.

g) "**Service(s)**" any services or applications provided by XOPERO to the Client (a) on a trial Services basis free of charge or (b) as paid Services.

h) "**Software**" means the XOPERO software as made available on a software-as-a-service (SaaS) basis and/or, where applicable, deployed on-premises (OnPrem) at the Client's infrastructure, including back-up tools, dashboards, End-User application, data analysis software, interfaces to third party systems and all Software Updates that are made available from time to time;

i) "**Software Updates**" means an update to the Software that includes new product features that change the basic character or structure of the Software or its functional use or operation;

j) "**Website(s)**" means any domain or application operated by XOPERO from which the Services are available to Clients.

k) "**Sub-Processor**" means any person or entity (including any third party who renders services to the Company), authorized as another processor to have logical access to and process Personal Data in order to provide parts of the Services.

l) "**Subscription Fee**" means the fees payable by the Client for the use of the Services as set forth in the current offer provided by XOPERO, especially on its Website. When in doubt, all offers published by XOPERO and given prices should be understood as an invitation to conclude a contract within the meaning of art. 71 of the Polish Civil Code.

m) "**Subscription Plan**" means the subscription plan for Services selected by the Client.

3. GENERAL CONDITIONS

3.1. End-User's access to the Internet is not the subject of the cooperation and XOPERO does not guarantee the compatibility of offered Services with any Internet providers' software and infrastructure. The End-User bears sole responsibility for the functionality of its Internet network, including the transmission paths and its own hardware and for the choice and consequences of using other software.

3.2. Usage of the Services is subject to the then-current version of the ToS posted on the Website.

3.3. XOPERO reserves the right to update the provisions of this ToS at its sole discretion, and the updated Terms of Service version supersedes all prior versions,. Any material change to this ToS shall be notified to the Client by e-mail to the address assigned to the Account at least thirty (30) days before it takes effect, and the Client is entitled to terminate the Agreement before the change takes effect; non-material changes are effective upon posting on the Website applicable for the particular Service.

3.4. Modifications affecting termination of our operations or terms of payment shall take place with prior explicit notice to the Client at least thirty (30) days prior to the change implementation and, if not clearly rejected within 7 (seven) days of the notification, are deemed accepted and binding. Therefore, we advise you to periodically review the latest currently effective ToS.

3.5. Subject to Section 3.4 above, continued use of the Services on or after the date of the updated version of this ToS is effective and constitutes acceptance of such updated terms.

4. SCOPE OF SERVICES

4.1. The Services provide a back-up solution for Client's Account, subject to the terms of this ToS and Client's Subscription Plan.

4.2. XOPERO may make Software Updates from time to time in its sole discretion in order to improve the Software and enhance the Client's experience. Software Updates will not materially diminish the functionality, security, or performance of the Services.

4.3. Clients who have activated their Accounts as trial are entitled to use the Service in order to familiarize themselves with the rules of its operation during the trial period, the length of which depends on the XOPERO current offer and may be subject to change.

4.4. Any Client who has upgraded to a Subscription Plan after using the trial period clearly confirms that the Service and/or Software is suitable for them and meets their requirements.

5. ACCOUNT AND ACCESS

5.1. Only an entity with full legal capacity may be a Client, that is:

a) a natural person with full legal capacity,

b) an authorized body of the public sector,

c) a legal person,

d) an organizational unit without legal personality, the right of which gives legal capacity,

e) a group of natural persons jointly operating as a civil partnership.

5.2. The Client being a natural person must be at least eighteen (18) years of age to be able to register and access an Account. XOPERO does not knowingly provide Services to any person under the age of eighteen (18). In the event that it comes to XOPERO's knowledge that a person under the abovementioned age is accessing or using the Services, with no liability whatsoever towards such person, we will prohibit and block such Account without any prior notice and we will make all efforts to promptly delete any data with regard to such Account.

5.3. When creating an Account and during the term of the Subscription Plan, the Client must provide and keep the Account information true, accurate, current, and complete as requested to create and maintain the Account.

5.4. In case when additional options covered by the scope of the Account provide for the possibility of using the Service by a larger number of people, the Client assumes responsibility for all actions of those persons utilizing the Service through the Client's account.

5.5. Every Client is assigned credentials and/or license key for the identification and authentication of End-Users in the Services (except Services in which End-Users are not required).

5.6. The Client is solely responsible for the proper protection and storage of assigned password and login (credentials), if assigned. The Client and End-Users are responsible for maintaining the confidentiality of all of the credential information for the Client's Account. **In particular the Client undertakes that he will not share these data with unauthorized persons.**

5.7. The Client acknowledges that any factual or legal action, if done through the Client's Account and using authorized encryption key or individual credentials (login and password) will be treated as doing this by the Client in person or by persons authorized to make this activity on behalf of and for the benefit of the Client.

5.8. The Client is responsible for compliance with the provisions of the ToS by himself and all End-Users using the Account and for any and all activities that occur under such Account. Without limiting the foregoing, the Client is solely responsible for ensuring that the use of the Services to store and transmit Client Data is compliant with all applicable laws and regulations, as well as any and all privacy policies and/or agreements.

5.9. The Client understands and has become familiar with the technical requirements necessary to access and use the Services. The Client is aware of risks and threats connected with electronic data transmission.

5.10. The Client acknowledges that due to the provision of the Service electronically and the public nature of the Internet, there is a risk of unauthorized access and modification of the Client's data, that is why the Client is also obliged to use their own technical means to minimize such threats.

5.11. The Client is solely responsible for creating the necessary technical prerequisites for the contractual use of the Services. XOPERO is not required to offer any advice on this subject.

6. CONTENT

6.1. The Client exclusively owns and reserves all rights and title to the Client Content. XOPERO is granted a limited, worldwide, non-exclusive, revocable, non-sublicensable, and royalty-free license to use, process, and transfer the Client Content solely to the extent necessary for providing the Services as outlined in this ToS. XOPERO shall not use Client Content for any other purpose without the Client's explicit consent.

6.2. The Client and/or End-User is fully responsible for the uploaded content while using the Services. XOPERO does not undertake a review of the content for completeness, accuracy, legality, quality and suitability for any particular purpose.

6.3. It is forbidden to use the Service by the Client and/or any End-User for the purpose of data storage of unlawful content.

6.4. The Client and/or any End-User is prohibited from any activities in connection with the Services that violate law. In particular, the following actions are prohibited:

a) the posting of content, services and/or products that are pornographic in nature, violate child protection laws, data protection laws and/or other law and/or are fraudulent

b) the use of content that insults or slanders other participants or third parties;

c) the use, provision and distribution of content, services and/or products that are protected by law or encumbered with third party rights (e.g.: copyright) without explicit authorization;

d) dissemination of viruses, trojans and other harmful files/components;

e) interference with the Services or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services or disrupts the integrity or performance of the Services and its components or endanger, interfere, compromise or circumvent the privacy, use, and/or security of the Services;

f) hindering the functioning of the Services, especially in the form of reverse engineering or hacking the Services, copying, translating, disassembling or decompiling the Services, or otherwise modify the Services in whole or in part, or create derivative works based thereon or attempting to gain unauthorized access to the Services (or any portion thereof), or related systems, networks, or data;

g) creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications, or mask the origin of any data, content, or other information you submit. For example, by "spoofing," "phishing," manipulating headers or other identifiers, impersonating anyone else, or accessing the Services via another Client's Account without their permission;

6.5. XOPERO reserves the right to refuse the uploading of content and/or to edit, block or remove content already uploaded if it reasonably believes that the content violates the law or this Terms of Service. XOPERO will, where possible, notify the Client in advance of taking such action, to allow the Client to take remedial actions themselves.

6.6. XOPERO reserves the right to temporarily cease or limit the provision of the Service without notice, in special cases affecting the security of the system. XOPERO will resume the Service as soon as it is safe to do so and will endeavor to notify the Client of such events promptly.

7. PRICES AND PAYMENTS

7.1. A detailed regulation regarding the payment process and refunds of payments is established in the Payment and Refund Policy, constituting one of the Additional Addendums.

7.2. For transactions of an international nature, any payments due to XOPERO in connection with the Software and/or Services shall be made net of all taxes and governmental charges. If Customer is required by local law to withhold tax from a payment to XOPERO, the consideration to XOPERO shall be increased by such amount

so that XOPERO will ultimately receive an amount equal to the amount it would have received had the tax not been withheld.

8. LICENSE (EULA)

8.1. Subject to the terms and conditions of this ToS and the applicable Subscription Plan selected by the Client, including the timely payment of the Subscription Fees, XOPERO grants the Client a limited, non-exclusive, non-transferable and revocable license to use the Services and/or Software. The license will remain valid for the term of the Subscription Plan, unless terminated earlier by either party in accordance with the termination provisions set forth in the ToS.

8.2. The Client may install/use the Software in executable form only on the number and type of devices that are specified in the then-current documentation for the Clients account type as described on the Website or as specified in other transaction documentation provided by XOPERO or an authorized reseller.

8.3. Except for the license granted in this ToS, XOPERO and its licensers retain all rights to the Software and/or Services, and no implied licenses are granted to the Client.

8.4. The Client specifically agrees that he will not, nor will he permit another person to:

a) Sublicense, lease, rent, loan, transfer, or distribute any portion of the Services and Software, except as expressly permitted herein;

b) Modify, adapt, translate, or create derivative works from the Services and Software;

c) Decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Services and Software; or

d) Remove, obscure, or alter any trademark, copyright, or other proprietary rights notices displayed in the Services and Software or on the Websites.

e) use, review or access the Services and Software to create and/or develop a product that is similar to and/or competitive with the Services and Software; it is presumed that if the Client is an employee, representative or other person similarly affiliated with an entity that has a product even partially similar to the Services and Software offered by XOPERO, this provision is always true.

8.5. The Software the End-User has installed may periodically check with XOPERO for updates, and you agree that the Software may automatically download and install such updates on your devices. During such check, the Software may verify the authenticity and validity of the license key assigned to the Client. If any inconsistencies are found, XOPERO reserves the right to immediately suspend the Services to the Client until the issue is resolved.

8.6. The Services and/or Software are the property of XOPERO and/or its software suppliers and are protected by international copyright laws. Any attempt of reverse engineering, disassembly, or de-compilation of programs, unless it is explicitly permitted, is prohibited by law.

8.7. The Client acknowledges that certain third-party code may be provided with the Software and that the license terms accompanying that code will govern its use.

8.8. Redistribution of the Services and Software, unless explicitly granted by XOPERO, is strictly prohibited.

9. TERM AND TERMINATION

9.1. Unless otherwise provided, this ToS commences as of the Effective Date according to Section 1.4.

9.2. This ToS shall run for the period of time specified under the Subscription Plan purchased by the Client, which may be specified or indefinite. If the duration is not specified in the Subscription Plan, the Service is considered to be purchased for 1 month period.

9.3. The termination of this ToS may occur in the following circumstances:

a) the expiry of the time for which the Service was purchased, in a situation where the Client has not decided to extend it;

b) XOPERO may terminate these Terms and Conditions with respect to the Client with immediate effect by giving written or digital notice in at least documentary form to the Client in the following circumstances:

   i. uses the Service in a manner inconsistent with this Terms of Service,

   ii. uses the Service to store unlawful content, violating the absolute prohibition set out in the Terms of Service,

   iii. violates generally accepted network security standards by failing to adequately and justifiably protect devices from external attacks.

c) the Client may terminate these Terms and Conditions with respect to XOPERO with immediate effect by giving written or digital notice in at least documentary form to XOPERO in the event XOPERO fails to provide the Services as stipulated under this ToS.

9.4. XOPERO has the right to stop providing the Service to Clients using the trial Account at any time without giving a reason.

9.5. If applicable, when any Client Content is stored by XOPERO – after this ToS is terminated for any reason, any remaining Client's Content will be stored by XOPERO for a period of thirty (30) days after the effective date of termination, and thereafter will be deleted by XOPERO. During this thirty (30) day period the Client retains access to the Client Content and may export or download it using the functionality of the Services.

9.6. Sections 2 (Definitions), 8 (License (EULA)), 10 (Confidentiality), 12-14 (Warranties, Liability, Indemnification), 16 (Governing Law) and 17 (Final Provisions) of this ToS shall survive termination of this ToS, and shall continue in full force and effect thereafter.

10. CONFIDENTIALITY

10.1. XOPERO warranties and ensures that all Confidential Information (as further defined below) shared with XOPERO are kept confidential, safeguarded and stored to a upper market standard.

10.2. As used herein, "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), that is designated in writing as confidential as well as all legal documents connected to the Services, Software and the Agreement, also the functionality of the Software, including but not limited to the pricing and purchase terms.

10.3. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; (d) has been otherwise lawfully known or received by the Receiving Party or (e) was disclosed by Disclosing Party to a third party on a non-confidential basis. This provision will not be construed to prohibit the disclosure of Confidential Information if such disclosure is required by law or order of the court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request or order for such disclosure so that the Disclosing Party has the opportunity to seek a protective order to prevent the disclosure of its information and Receiving Party shall comply with any such protective order.

10.4. XOPERO will not disclose or provide access to the Software and Services or any part thereof to anyone for any purpose except as contemplated by this ToS. XOPERO agrees that it will maintain Client's Confidential Information in confidence, prevent its disclosure, and protect it from unauthorized use with at least the same degree of care that it uses to protect its own most critical proprietary information, but in no event less than a reasonable amount of care.

11. PRIVACY AND DATA PROTECTION

11.1. As a condition of using the Services, the End-User is solely responsible for: (a) the processing of Personal Data (including but not limited to its transfer) in accordance with the applicable law, including for obtaining

applicable consents or having another basis for Personal Data processing, (b) obtaining all consents and authorizations as may be required by any applicable law, for the collection, storage, processing and transferring of Personal Data by XOPERO and its Sub-Processors according to End-User's instructions, (c) for the accuracy, quality, and legality of Personal Data and the means by which End-User acquired them and d) End-User's instructions for the Processing of Personal Data shall comply with applicable data protection law.

11.2. In addition, the Client shall (a) as required by applicable law, provide notice to its End-Users, as well as obtain their consent (if required) or have other legal bases for processing and transferring personal data to XOPERO and its Sub-Processors.

11.3. Processing of Personal Data by XOPERO or its Sub-Processors through the Services on behalf of the Client pursuant to, or in connection with this ToS is executed by DPA.

11.4. The Client can choose from which region the services are provided to them: USA or Europe. If Europe is selected, all services are provided using the European infrastructure only.

11.5. For the purpose of providing Services, the ongoing operation thereof, and/or for security or legal purposes, you acknowledge and agree that we (i) collect, process, store all data when you connect to, access and/or use Services and (ii) access your Account(s) and Client Data during the subscription. You acknowledge and agree that, as part of the provision of the Services, we engage Sub-Processors in the European Economic Area, the United States, and other countries and territories to process Client Data, including, without limitation, Personal Data pursuant to the ToS. Any third-party service providers utilized by XOPERO will only be given access to your Account(s) and Client Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations that are commercially reasonable and substantially consistent with the Company standards, and (b) contractual arrangement with XOPERO binding Sub-Processor(s) to provide a not less protective level of data protection than that applicable to the Company. The names of all current Sub-Processors having access to End-Users data under the ToS are published on the Websites.

11.6. XOPERO respects your privacy and is committed to protecting the information you share with us. XOPERO will never sell, rent, or lease your data to any third party. We will not share your Client Data with third parties, except as permitted by the ToS and in order to provide, secure, and support the Services or as required by the provisions of applicable law.

11.7. Our policy and practices and the type of information collected are further described in our Data Protection Policy which is one of the Additional Addendums.

11.8. Any observation or breach of data protection may be reported via e-mail to our Data Protection Officer ("**DPO**").

12. WARRANTIES

12.1. We represent and warrant to the Client that (i) during the term of the ToS XOPERO will perform its operations in a manner to ensure accessibility and continuity of offered Services in accordance with their use and purpose and (ii) any support performed by or on behalf of XOPERO under the ToS, if any, will be performed in a professional manner.

12.2. Maintenance work or breakdowns for which XOPERO is not responsible are not included in the calculation of availability of the Service.

12.3. The Client acknowledges and agrees that Services or any portion of it and any Software accessed by the Client, including through the Websites is (i) provided on an "as is" and "as available" basis and may change over time at sole discretion of XOPERO and (ii) without any warranties of any kind whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title or arising by a course of dealing or usage of trade. In particular, due to the complexity of long-distance data transmission, there is no possibility to ensure absolute accuracy, security, accessibility, integrity and continuity of the provided Services. For this reason, to the maximum extent permitted by applicable law, XOPERO does not make or give any further representation or warranty that our Services or any portion of it will always be available, accessible or uninterrupted, timely, secure, error-free or free from viruses or other malicious software, that any error, bug or problem be resolved or that they will meet the

Client's requirements and no information or advice obtained by you from us or through the Services shall create any warranty not expressly stated in the ToS.

12.4. XOPERO represents and warrants that to XOPERO's knowledge: (i) the Services and/or Software does not infringe any patent, copyright or trademark or violate the trade secret or other proprietary rights of any third party; (ii) XOPERO owns or has exclusive or non-exclusive rights in all patents, copyrights, trademarks, trade secrets and other proprietary rights in and to the Services and/or Software necessary to grant the licenses herein; and (iii) XOPERO possesses the legal right and authority to execute and perform this ToS.

12.5. **Disclaimer**: Except as set forth in this ToS, there are no other warranties or conditions of any kind, including without limitation, the warranties that the Services and/or Software is free of defects, of merchantable quality or fit for a particular purpose. This disclaimer of warranty constitutes an essential part of this ToS.

13. LIABILITY

13.1. To the maximum extent permitted by applicable law, in no event will XOPERO, its agents and affiliates or its suppliers, licensors, or resellers be liable for any indirect, special or incidental damages arising out of the use of or inability to use the Services and/or Software, including, without limitation, damages for loss of goodwill, computer failure or malfunction, damage to data or Client's systems, cost of procuring replacement products, loss of profit, business interruption or any and all other commercial or economic damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort (including negligence) or otherwise) on which the claim is based.

13.2. XOPERO's cumulative liability to the Client or any other party for damages for any cause whatsoever will be limited to no more than the Subscription Fees paid by the Client under the provided Service in the twelve (12) month period prior to the event giving rise to liability. The foregoing limitation will not limit the Client's payment obligations under the Subscription Plan. The limit of XOPERO's liability set out above shall not apply in the event of circumstances of a gross violation of mandatory provisions of applicable law by XOPERO, breach of confidentiality (Section 10) or willful misconduct.

13.3. XOPERO shall not be liable for:

a) the lack of access to the Services resulting from incorrect registration of the Client and/or End-User;

b) the loss or distribution of backups covered by the Service, if their loss or dissemination occurred in connection with the transfer or loss of access data by the Client and/or End-User;

c) any events and damages resulting from:

i. End-User's failure to comply with the technical requirements necessary to use the Services;

ii. the lack of access to the Services, resulting from reasons beyond XOPERO;

iii. force majeure, hostilities, terrorist attack, fire, epidemics, burning or flooding server room, hacking attack, reasons attributable to Internet providers, Client's hardware or software failures, server room failures,

iv. reasons attributable to third parties (entities providing telecommunications, hosting, banking, postal, courier, electronic mail, registration and maintenance of domains and other similar services, and an entity operating the payment system);

v. unauthorized use of the Service by the Client, End-User or another person;

vi. malicious or infringing action by any Internet user;

vii. reject e-mails sent by e-mail servers other than the XOPERO's, eg due to filters, blockages or system failures.

13.4. In addition, XOPERO shall not be responsible for marking his e-mails or Client's e-mails as spam by the e-mail service provider used by the Client.

13.5. XOPERO has the right to technical break in the functioning of the Service. XOPERO shall notify Clients about this break by means of an earlier announcement on the Website at least seven (7) days in advance, unless the necessity of this break is sudden or unforeseen.

13.6. XOPERO acting under force majeure circumstances shall have the right to temporarily limit the function of the Service, make it available at selected times or limit the quantity, if the lack of limits could negatively affect the continuity and stability of the Service. XOPERO shall not be liable for the consequences of events resulting from a technical break or a temporary limitation of the Service function.

13.7. XOPERO's liability for damages caused by negligence is limited to those damages such as are typically associated and foreseeable with contractual relationships of this kind (contract-typical, foreseeable damages). This also applies to negligent breaches of duty by the legal representatives, executives or vicarious agents of XOPERO.

13.8. **Force Majeure**: Neither party shall be liable for any delay or failure in performance due to such acts of God, earthquake, labor disputes, strikes, shortages of supplies, riots, war, fire, epidemics, or transportation difficulties, to the extent not in control of such party. The obligations and rights of the excused party shall be extended on a week to week basis, provided, however, that a delay of thirty (30) days shall entitle the other party to terminate the Subscription Plan without liability.

14. INDEMNIFICATION

14.1. The Client hereby agrees to defend, indemnify, and hold XOPERO, its suppliers, resellers, partners, and their respective affiliates harmless from and against any claims, liabilities, damages, losses and expenses, including reasonable attorney fees and costs, for whatever reason, especially in connection with:

a) the wrong use of the Services and/or Software;

b) violation of this ToS,

c) violation of any third party right, including any intellectual property right; or

d) any claim that use of the Client's data caused damage to a third party,

e) transmitting any material that is unlawful, or that contains viruses or other harmful computer code or files such as trojan horses, worms or similar.

14.2. Client's cumulative liability to XOPERO or any other party for damages for any cause whatsoever will be limited to no more than the Subscription Fees paid by the Client under the provided Service in the twelve (12) month period prior to the event giving rise to liability. The limit of Client's liability set out above shall not apply in the event of circumstances of a breach of applicable laws by the Client, breach of confidentiality (Section 10) or willful misconduct.

15. COMPLAINTS

15.1. The Client may submit complaints related to the occurrence of any irregularities in the functioning of the Services or irregularities in the provision of the Services via e-mail to the address: office@xopero.com.

15.2. Complaints should contain at least the identifying information of the Client, the subject of the complaint and justification for submitting the complaint. Complaints that do not contain the above data can be not considered.

15.3. The complaint may be filed within one (**1**) **month** from the date on which the Service was improperly performed or was to be performed. Complaints filed after the expiry of this period are left without consideration.

15.4. In the event of technical problems reported by the Client, the XOPERO shall immediately take up the repair work. XOPERO will maintain communication regarding the expected timeline for resolution.

15.5. Under this section, XOPERO shall, at its sole discretion, repair or re-perform the Service, or remove such an affected part of the Services. THESE REMEDIES SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND XOPERO'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS ToS.

16. GOVERNING LAW

16.1. This ToS and all matters relating to or arising from it will be governed and enforced by and construed in accordance with the substantive laws of Republic of Poland and the Parties hereto hereby submit to the jurisdiction of the courts of Poland.

16.2. This ToS will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

17. FINAL PROVISIONS

17.1. All notifications provided in this ToS are considered delivered, if they are sent to the e-mail address or the correspondence address of the Client given in the registration procedure or as part of the Client's update of these data through the Account.

17.2. **Severability**. If any provision in this ToS should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this ToS if no such modification is possible, and other provisions of this ToS shall remain in full force and effect.

17.3. **Assignment**: Neither Party may assign its rights and obligations under these ToS without the prior written consent of the other Party. This ToS shall be binding on and shall inure to the benefit of the Parties, their successors and permitted assigns.

17.4. A waiver by either party of any term or condition of this ToS or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

17.5. The headings to the sections of this ToS are used for convenience only and shall have no substantive meaning.

17.6. **Compliance**. In performing under this ToS, the parties shall comply with all applicable laws and regulations of any federal, state, provincial or local government entity.

17.7. Pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21, 2013, we inform you that at http://ec.europa.eu/consumers/odr an online platform for dispute resolution is available between consumers and entrepreneurs at EU level. This platform is a website with a one-stop shop for consumers and entrepreneurs seeking a non-judicial resolution of a dispute regarding contractual obligations arising from an online sales contract or a service contract.

SIGNATURES:

Xopero:

_____

Łukasz Jesis - CEO

Client:

_____