

FAIR WIZARD TERMS OF USE

THESE TERMS OF USE APPLY TO CLIENT ORDERS FOR, PURCHASE OR FREE USE OF THE SERVICES. THESE TERMS OF USE ARE ACCEPTED AND AN AGREEMENT BETWEEN THE PARTIES IS ENTERED INTO AS OF THE DATE (I) THE LAST PARTY SIGNS AN ORDER FORM THAT REFERENCES THESE TERMS OF USE OR (II) OTHERWISE ACCEPTS THESE TERMS OF USE.

IF THE CLIENT REGISTERS FOR A FREE, TRIAL OR STARTER VERSION OF FAIR WIZARD OR A FREE, TRIAL OR STARTER VERSION OF OTHER SERVICES PROVIDED BY THE PROVIDER, THE APPLICABLE PROVISIONS OF THESE TERMS OF USE WILL GOVERN SUCH USE OF THE SERVICES.

ANY INDIVIDUAL ACCEPTING THESE TERMS OF USE OR ANY ORDER FORM ON BEHALF OF THE CLIENT REPRESENTS THAT THEY HAVE THE FULL LEGAL AUTHORITY TO ACT ON BEHALF AND BIND THE ENTITY OR ENTITIES IDENTIFIED AS THE CLIENT. IF THE INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, THEY MUST NOT ACCEPT THESE TERMS OF USE. BY SIGNING THE ORDER FORM (INCLUDING VIA ON-LINE MEANS AND TOOLS) OR BY USING FAIR WIZARD (INCLUDING DOWNLOADING, INSTALLING OR ACCESSING FAIR WIZARD OR ANY OF ITS PARTS, COMPONENTS, FUNCTIONS OR FEATURES), YOU CONFIRM THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE.

1. DEFINITIONS

1.1 In these Terms of Use, unless explicitly specified otherwise or unless the context requires otherwise, the following words and expressions shall have the following meanings:

- 1.1.1 “**Admin User**” has the meaning specified in clause 3.1 of the Terms of Use.
- 1.1.2 “**Agreement**” means the agreement entered into by and between the Provider and the Client upon signing the Order Form. The Agreement consists of the Order Form and its Schedules, including in particular (but not limited to) these Terms of Use.
- 1.1.3 “**Billing Period**” has the meaning specified in clause 6.2 of the Terms of Use.
- 1.1.4 “**Client**” means the end user client who is receiving the Services from the Provider under an Order Form, and whose details are set out in that Order Form.

- 1.1.5 “**Confidential Information**” has the meaning specified in clause 13.1 of the Terms of Use.
- 1.1.6 “**Control**” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and “**Controls**”, “**Controlled**” and the expression change of Control shall be construed accordingly.
- 1.1.7 “**Copyright Laws**” means the applicable laws governing copyright and rights related to copyright.
- 1.1.8 “**Client Data**” means any and all data sent, transmitted or otherwise provided or submitted by the Client to the Provider or uploaded by the Client or by the Provider based on the Client’s instruction to FAIR Wizard for use in connection with FAIR Wizard and the Services.
- 1.1.9 “**Data Protection Laws**” means all privacy laws applicable to any personal data processed under or in connection with these Terms of Use, including, without limitation, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC (as the same may be superseded by the Regulation on Privacy and Electronic Communications ("ePrivacy Regulation")) and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time.
- 1.1.10 “**Derivative Data**” means any and all data that result from the commingling or other aggregation of the Client Data and/or the Provider Data.
- 1.1.11 “**Early Access Features**” means products, services, or features provided on a free, fully discounted, or trial bases, as a prototype, testing, or early access offering as may be made available to the Client by the Provider within FAIR Wizard;
- 1.1.12 “**Effective Date**” means the day when the Agreement becomes effective; unless agreed otherwise in the Order Form, the Effective Date shall be the first day when the Client actually starts to use FAIR Wizard.
- 1.1.13 “**FAIR Wizard**” means a unique software solution for automation, integration and management of data management plans inside organizations which is provided as a cloud / software-as-a-service solution which is developed, owned and operated by the Provider and used by the Provider for providing the Services. FAIR Wizard is accessible at <https://fair-wizard.com>.
- 1.1.14 “**FAIR Wizard Client Account**” means a primary non-transferable user account created for the Client to access FAIR Wizard, its functions and features with unique access details consisting of a username and password. The Client may have only one FAIR Wizard Client Account; however multiple FAIR Wizard User Accounts may be created under the FAIR Wizard Client Account.

- 1.1.15 “**FAIR Wizard User Account**” means a non-transferable user account created by or for the Client under the FAIR Wizard Client Account for the Users to access FAIR Wizard and its functions with unique access details consisting of a username and password; or, as the case may be, different login method anticipated by FAIR Wizard. Different levels of access, administrative and modification rights may be connected with different FAIR Wizard User Accounts.
- 1.1.16 “**Force Majeure**” means any cause preventing any Party from performing any or all its obligations under the Agreement, that arises from, or is attributable to circumstances beyond the respective Party’s reasonable control, including, but not limited to, acts of God, wars, warlike events, terrorism, strikes, civil unrest or commotion, riots, vandalism, physical or electronic attacks targeting the respective Party’s premises or communication, Internet or utilities infrastructure and similar, acts of governmental or supranational authority, national emergencies, epidemics, or natural disasters, such as fires, floods, earthquakes, volcanic eruptions, major storms, or failures and delays in the banking or payment collections or payment transfer systems, including any unforeseeable failure or outage of cloud service provider such as Amazon Web Services, Microsoft Azure, Google Cloud Platform beyond the Provider’s reasonable control.
- 1.1.17 “**Intellectual Property Rights**” means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).
- 1.1.18 “**Order Form**” means the binding order form signed between the Parties incorporating, and subject to, these Terms of Use.
- 1.1.19 “**Parties**” mean collectively the Provider and the Client and “**Party**” means individually the Provider or the Client.
- 1.1.20 “**Personal Data**” means all data which is defined as 'personal data' under Data Protection Laws and to which Data Protection Laws apply from time to time.
- 1.1.21 “**Plan**” means a FAIR Wizard plan as purchased and/or used by the Client and specified in the Order Form or any other applicable document, if applicable.
- 1.1.22 “**Provider**” refers to Codevence Solutions s.r.o., a company incorporated in the Czech Republic, ID No. 08406413, registered office: Roháčova 145/14, Žižkov, 130 00 Prague 3, Czech Republic, registered with the Municipal Court

in Prague, file No. C 318496, or any of its Affiliates as specified in the Order Form.

- 1.1.23 “**Provider Data**” means any and all data that is (a) generated by the Provider in the course of providing the Services including, without limitation, service and usage data; and/or (b) otherwise collected by the Provider, whether as a result of the Services or otherwise.
- 1.1.24 “**Services**” mean, collectively: (a) provision of access to, operation and maintenance of FAIR Wizard under the terms and conditions stipulated in the Agreement; (b) the Provider’s reception and processing of the Client Data in order to provide the Services via FAIR Wizard; and (c) provision of other services described in the Agreement.
- 1.1.25 “**SLA**” means the Service Level Agreement available at <https://fair-wizard.com/terms> incorporated herein by reference.
- 1.1.26 “**Starter Plan**” has the meaning specified in clause 4.2 of the Terms of Use.
- 1.1.27 “**Term**” means the term of the Agreement as specified in the Order Form or as otherwise agreed between the Parties and commencing on the Effective Date.
- 1.1.28 “**Terms of Use**” mean these FAIR Wizard Terms of Use.
- 1.1.29 “**User**” means a person designated by the Client that is authorized to use the FAIR Wizard User Account created under the FAIR Wizard Client Account to access FAIR Wizard.
- 1.2 Clause and paragraph headings shall not affect the interpretation of the Terms of Use and the Agreement.
- 1.3 In these Terms of Use: (i) references to persons include all forms of legal entity including an individual, company, body corporate, unincorporated association and partnership; (ii) the word "including" is to be construed as being by way of illustration only and is not to be construed so as to limit the generality of any preceding words; and (iii) the words "other" and "otherwise" are not to be construed as being limited by any words preceding them.
- 1.4 A reference to a statute or statutory provision is a reference to it amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A reference to writing or written includes e-mail.
- 1.7 Any approval or consent required under the Agreement shall not be unreasonably withheld or delayed, unless stated otherwise.
- 1.8 Any requirement for notice shall be deemed to be a requirement for a written notice and, if no timescale is specified for giving/sending the notice or the performance of any obligation under the Agreement, the deemed requisite timescale shall be as soon as reasonably possible.

2. SUBJECT OF THE AGREEMENT

- 2.1 The Provider shall provide access to FAIR Wizard to the Client and allow the Client to use FAIR Wizard, its functions and features and provide the Services to the Client under the terms and conditions of the Agreement.
- 2.2 The Client shall pay to the Provider the agreed fees for access to and use of FAIR Wizard, its functions and the Services pursuant to the terms and conditions of the Agreement.

3. PROVISION OF FAIR WIZARD AND THE SERVICES

- 3.1 Upon concluding the Agreement and as of the Effective Date, the Provider shall provide access to FAIR Wizard via the FAIR Wizard Client Account and the FAIR Wizard User Account and allow the Client to use FAIR Wizard. Creating the FAIR Wizard Client Account and the FAIR Wizard User Account requires completing registration by the Client. The Client is required to designate at least one individual (User) as an admin user (the “**Admin User**”) who will be authorized to make changes to the FAIR Wizard Client Account, add or remove Users, including other Admin Users, and to take any other actions on behalf of the Client pursuant to the Agreement.
- 3.2 During the Term, and subject to the terms and conditions of the Agreement, the Provider shall make FAIR Wizard available on a non-exclusive, non-transferable, non-assignable and revocable basis. The Client shall have a corresponding non-transferable, non-assignable and revocable right to access and use FAIR Wizard on the Client’s personal computer and other devices (if allowed by the Provider) solely for the Client’s purpose of managing own FAIR Wizard instance; managing, generating, or submitting project-related documents (such as DMPs) and composing them using smart questionnaires; all via FAIR Wizard user interface. FAIR Wizard shall be made available to the Client solely on an on-demand basis via the Internet.
- 3.3 Except to the extent otherwise expressly agreed between the Parties: (a) the Provider hereby reserves all rights in and to FAIR Wizard, the Services, the Provider Data, and the Derivative Data; and (b) the Client hereby reserves all rights in and to the Client Data it provides hereunder.
- 3.4 The Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Provider or by third-party providers, or because of other causes beyond the Provider’s reasonable control, but the Provider shall use reasonable efforts to provide advance notice by e-mail or via FAIR Wizard of any scheduled Service disruption.
- 3.5 The Client acknowledges that FAIR Wizard and the Services may be updated and modified from time to time (these include general updates and modifications of FAIR Wizard intended for all Clients and Users to ensure general improvements of FAIR

Wizard's features, eliminate general errors, adjust to technical improvements etc.). Such updates and modifications shall be performed in the Provider's sole discretion and without any right to claim any additional fees.

- 3.6 The Provider reserves the right in its sole discretion to restrict the Client's access to and use of FAIR Wizard for Client's violation of any applicable laws or the Agreement, including particularly (but not limited to) the Terms of Use.
- 3.7 The Provider may revise features and functions of FAIR Wizard from time to time, including without limitation by adding new features and functions, modifying current features and functions and/or removing or substituting current features and functions. The Provider shall notify the Client at least 10 business days before any such revision of FAIR Wizard materially reducing the features, functionality or backward compatibility of FAIR Wizard takes effect. For the avoidance of doubt, the period referred to in the previous sentence shall not apply to critical incidents or hotfixes that the Provider can fix without prior notification to the Client.
- 3.8 The Client may upgrade from the respective FAIR Wizard Plan to a higher Plan or downgrade from the respective FAIR Wizard Plan to a lower Plan at the Client's sole discretion. The Client is entitled to request an upgrade at any time during the Billing Period, in which case the Provider shall charge and the Client shall pay additional fees which shall be adjusted proportionally to correspond to the time period remaining until the end of the given Billing Period. The Client is entitled to request a downgrade only with effect from the following Billing Period (i.e., the Client will be charged fees related to the current Plan until the end of the current Billing Period). The Provider does not provide any refunds in case the Client chooses to downgrade its Plan before the end of the respective Billing Period.

4. STARTER PLAN AND EARLY ACCESS FEATURES

- 4.1 This section applies only to any use of the Services within a Starter Plan or use of any Early Access Features.
- 4.2 All Clients considering the use of FAIR Wizard have the opportunity to test FAIR Wizard within a "Starter" Plan or any other successor of this Plan notwithstanding its name (the "**Starter Plan**") for an unlimited period based on their acceptance of these Terms of Use and Provider's Privacy Policy (i.e., without the need to sign an Order Form).
- 4.3 The Provider reserves the right to reduce the duration of the Starter Plan at any time and in Provider's sole discretion.
- 4.4 The Client acknowledges and agrees that the Provider has no obligation to provide any maintenance and support of FAIR Wizard in the Starter Plan. The Client acknowledges and agrees that it shall have no remedy for any failure of FAIR Wizard in the Starter Plan unless explicitly agreed otherwise with the Provider. For the avoidance of doubt, the SLA and the Technical Assistance and Support under Section 10 shall not apply to the Starter Plan and the Client shall use FAIR Wizard within the Starter Plan at its own risk.

- 4.5 The Client acknowledges and agrees that the Provider may within the Starter Plan collect data derived from Client usage of FAIR Wizard for training purposes, development, benchmarking, and marketing, and for creating analyses. All such data shall be collected in an aggregated or anonymized form that does not directly contain the Client Data or permit direct association with any specific end user of FAIR Wizard, other individual or third party.
- 4.6 Only one Starter Plan per Client is allowed and any subsequent Starter Plan requests may be rejected by the Provider and the Provider is entitled to immediately restrict the use of FAIR Wizard if it finds out or suspects that the Client uses the Starter Plan repeatedly or in violation of these Terms of Use.
- 4.7 The Provider reserves the right in its sole discretion to restrict the use of FAIR Wizard in the Starter Plan for any reason or without a reason, including but not limited to, the Client's violation of any laws or these Terms of Use. The Client expressly acknowledges and agrees that the Provider may discontinue the provision of FAIR Wizard in the Starter Plan at any time in its own discretion without any liability.
- 4.8 The Client may receive access to Early Access Features. Use of the Early Access Features is subject to these Terms of Use and any additional terms as may be specified by the Provider, such as the applicable scope or acceptable use policy. At any time, the Provider may limit, terminate, or modify the Client's use of the Early Access Features without any prior notice or liability to the Client. If required by the Provider, the Client must accept any modifications of the Early Access Features to continue accessing or using them. Any Early Access Features may be inoperable, incomplete, not performing, or include errors and features that the Provider may never release in a product version. Early Access Features and any related information are Confidential Information of the Provider. The Provider provides no indemnities, support, representations or warranties of any kind, whether express, implied, statutory, or otherwise regarding the Early Access Features, and the Provider shall have no liability of any kind arising out of or in connection with the Early Access Features. The SLA does not apply to the Early Access Features.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Client acknowledges and agrees that the Provider and/or its licensors own all Intellectual Property Rights in the Provider's brands, trademarks, logos and FAIR Wizard. Except as expressly stated in these Terms of Use, the Provider does not grant the Client any rights in respect of those rights.
- 5.2 The Provider grants to the Client a non-exclusive, non-transferable, non-assignable and revocable right to access and use the Services and FAIR Wizard. The Client may only use FAIR Wizard and the Services for its internal business purposes. This right is provided for the time period in which the Client is allowed to use the Services pursuant to the Agreement, and also applies to any parts of the Services which are copyrighted works or databases, within the meaning of the Copyright Act.

- 5.3 The Client grants the Provider, free of charge, a royalty-free, worldwide, non-exclusive licence to use Client Data as is necessary to enable the Provider to provide the Services and to perform its obligations under the Agreement. The Client warrants that it owns Client Data and/or is otherwise entitled to grant the foregoing licence.
- 5.4 The Client acknowledges and agrees that FAIR Wizard uses certain open-source elements and libraries and all their open-source subparts, for which the terms and conditions of the respective open-source licenses apply. However, the use of such open-source elements in FAIR Wizard does not affect the usability of FAIR Wizard in accordance with these Terms of Use and its purpose.
- 5.5 No provision of the Agreement or any other document shall be interpreted as granting, assigning or transferring to the Client any Intellectual Property Rights or other proprietary rights, including patents, copyrights, trademarks (both registered and not registered), industrial designs, moral rights, trade secret or confidential information, mask work rights, service marks, design rights, registered designs, topography rights, database rights, rights of confidence, know-how, expertise, technology, techniques and all other similar intellectual property or proprietary rights anywhere in the world, whether or not registered or statutory and including, without limitation, all applications and registrations with respect to the foregoing, to or relating to FAIR Wizard, the Provider Data or the Derivative Data.
- 5.6 The Provider may incorporate in FAIR Wizard tools and features that enable the Provider to remotely supervise the scope of use of FAIR Wizard to the extent necessary to verify the compliance of the Client with the terms of the Agreement. The Provider may further incorporate in FAIR Wizard computer code capable of automatically disabling or limiting the operation of FAIR Wizard or any part thereof, and has the right to activate such disabling code if (i) fees are not paid by the Client when due; or (ii) the Client repeatedly fails to meet the Provider's reasonable request to verify the compliance of the Client with the terms of the Agreement; or (iii) the Client infringes the terms and conditions of this Agreement; or (iv) the Agreement is terminated.
- 5.7 The Client acknowledges and agrees that any modifications or extensions of FAIR Wizard (or any part thereof) of any kind may be carried out exclusively by the Provider unless the Parties agree otherwise. For the avoidance of doubt, the Parties agree that the Provider shall own all ownership and Intellectual Property Rights to any and all modifications or extensions of the FAIR Wizard (or any part thereof) of any kind.
- 5.8 The Provider may limit the Client's use of FAIR Wizard and the Services if the Client violates the terms and conditions under the Agreement.
- 5.9 The Client acknowledges that FAIR Wizard may include third-party software code or components (such as frameworks, libraries, modules, application interfaces, tools, graphic objects, etc.) protected by such third party's Intellectual Property Rights.

5.10 The Client agrees that if it provides any suggestions, input or other feedback regarding the Provider's products, services, offerings, or business or technology plans, it does so voluntarily and the Provider will be entitled to use any suggestions, input or feedback, in any way and for any purpose in relation to the Services.

6. FEES FOR THE SERVICES

6.1 In consideration of the Services provided by the Provider to the Client under the Agreement, the Client shall pay to the Provider fees according to the Order Form, unless agreed otherwise in writing.

6.2 Unless agreed otherwise in the Order Form, the fee charged for the Services shall be charged by the Provider and paid by the Client on an annual basis at the beginning of each 12-month billing period of using of FAIR Wizard (the "**Billing Period**").

6.3 For the purpose of calculation of the fee, the Client shall indicate in the Order Form or notify the Provider without undue delay after signing of the Order Form the number of the FAIR Wizard Client Accounts and the FAIR Wizard User Accounts to be created and used by the Client in the immediately following Billing Period.

6.4 In case the Client wishes to increase the number of the FAIR Wizard Client Accounts or the FAIR Wizard User Accounts during a Billing Period beyond the pre-paid number of the FAIR Wizard Client Accounts or FAIR Wizard User Accounts in the given Billing Period, the Provider shall charge and the Client shall pay for such additional FAIR Wizard Client Accounts or FAIR Wizard User Accounts an additional fee, which shall be proportionally reduced to correspond to the number of calendar months (including incomplete calendar months) remaining until the end of the given Billing Period.

6.5 Unless agreed otherwise between the Parties in writing, the Client is entitled to decrease the number of the FAIR Wizard Client Accounts or FAIR Wizard User Accounts that have been pre-paid for a particular Billing Period only with effect from the beginning of the immediately following Billing Period, i.e., the Client is not entitled to request any refunds in case the Client does not use any of the FAIR Wizard Client Accounts or the FAIR Wizard User Accounts that have been pre-paid for a particular Billing Period.

7. PAYMENT CONDITIONS

7.1 The Client shall pay all fees and due amounts to the Provider either based on an invoice issued by the Provider or, if such option is available and agreed between the Parties, by debit or credit card.

7.2 In case of payment based on invoices, the following rules shall apply:

7.2.1 All invoices issued by the Provider under the Agreement shall contain all information required by the relevant applicable laws for tax documents.

7.2.2 The Parties agree that all payments pursuant to the Agreement shall be due and payable in full within thirty (30) days from the date of delivery of the

invoice without deduction, set off or withholding of any kind. Any charges on payments will be at the Client's expense.

- 7.2.3 The Client shall pay the fee for the Services and any other payment via bank transfer to the bank account specified by the Provider in the invoice. Payment is considered as paid when credited to the bank account specified in the invoice.
- 7.3 In case of payment by debit or credit card, the following rules shall apply:
- 7.3.1 The Client may use only such types of debit and/or credit cards that are explicitly permitted by the Provider and registered by the Client in the FAIR Wizard Client Account.
- 7.3.2 Upon initial registration of debit or credit card in the FAIR Wizard Client Account, the Client may see a pending charge as part of the authorization confirmation process. This is not a charge and is used to confirm bank account authenticity.
- 7.3.3 The Provider is not responsible for any fees or charges that Client's bank or card issuer may apply. The Client acknowledges that the Client may be charged local tax, if applicable.
- 7.3.4 If the payment method is declined, the Provider will attempt to process the charge until the transaction is approved. If the Provider is unable to complete the transaction, the Provider may contact the Client to update its account information.
- 7.3.5 The Provider may use a third-party service provider for payment services (e.g., credit card transaction processing, merchant settlement, and related services). By registering the debit or credit card in the FAIR Wizard Client Account, the Client authorizes the Provider to charge the Client's payment provider. Furthermore, the Client consents to provide and authorize the Provider's third-party service providers to share any information and payment instruction the Client provides to the extent required to complete payment transactions in accordance with the Terms of Use and Agreement, including personal, financial, card payment, and transaction information.
- 7.3.6 The Parties agreed that all payments pursuant to the Agreement shall be charged to the respective debit or credit card (or any of them in case the Client registered more than one debit or credit card) when such fees and charges become due in accordance with clause 7.3.
- 7.4 All sums payable under the Agreement are exclusive of VAT or other applicable sales tax which will be payable by the Client, in addition to the sum in question, at the rate and in the manner prevailing at the relevant tax point and in the manner prescribed by law.
- 7.5 All fees are non-cancellable and non-refundable, except in the event of early termination by the Client due to a material breach by the Provider. In such case, the Provider will refund any prepaid fees for services not yet delivered as of the termination date.

- 7.6 If the Client fails to make any payment in time, it undertakes to pay to the Provider default interest in the amount of 0.05% of the due amount per each day until the outstanding amount is fully paid.
- 7.7 In case the Client is in default with payment of any invoice by more than 30 days, the Client shall be considered as having committed a material breach of the Agreement and the Provider is entitled to restrict or suspend the provision of the Services until all the outstanding amounts are duly paid.
- 7.8 The Client acknowledges that if a physical attendance of the Provider's experts on the premises of the Client or other places as the Client may require is necessary, the Client shall be obliged to bear the costs connected with such attendance, e.g., travel costs. The Provider will communicate to the Client an estimation of such costs in a reasonable advance and reserve a right to postpone the provision of the Services until the cost estimation is approved in writing by the Client.

8. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 8.1 The Client undertakes to provide all the assistance and cooperation required by the Provider in order to provide the Services and allow the Client to use FAIR Wizard, including without limitation the provision of accurate and complete Client Data and other information and documentation relating to the provision of the Services. The Provider shall not be in delay with the provision of the Services to the extent in which the Client failed to provide necessary assistance and cooperation according to the previous sentence; in particular, the Provider shall not be liable for the provision of the Services to the extent in which the Client failed to provide the Provider with timely, accurate and complete Client Data necessary for the provision of the Services, including providing the data in a required format allowing the data to be processed in FAIR Wizard.
- 8.2 The Client is aware of the fact and acknowledges that the ability to use the Services and FAIR Wizard also depends on the following conditions, for meeting of which the Provider is not liable:
- 8.2.1 availability of the Client's or User's internet connection (including a back-up internet connection) with sufficient capacity for the provision of the Services;
 - 8.2.2 due functioning of the equipment or device used by the Client or Users when using the Services (software, hardware etc.);
 - 8.2.3 due functioning of the internet connection between the Client or the Users and the data center from where the Services are provided; and
 - 8.2.4 provision of due cooperation by the Client and the Users.
- 8.3 The Client is obliged to:
- 8.3.1 use FAIR Wizard exclusively in accordance with the purpose designated by the Provider or as agreed between the Parties;
 - 8.3.2 use the Services and FAIR Wizard in accordance with the Agreement, including these Terms of Use;

- 8.3.3 comply with all legal regulations related to the Client's activities and the use of FAIR Wizard;
- 8.3.4 use FAIR Wizard only in a manner that complies with all applicable laws in the jurisdiction in which the Client and Users use FAIR Wizard, including but not limited to, applicable restrictions concerning copyright and other Intellectual Property Rights. In this connection, but without being limited to, any use of the FAIR Wizard must not violate any sanctions or embargoes imposed on countries by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations;
- 8.3.5 refrain from using FAIR Wizard in any countries and territories which are subject to sanctions or embargoes imposed by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations;
- 8.3.6 use FAIR Wizard only in a manner that shall not violate the Provider's rights or any third-party rights;
- 8.3.7 refrain from modifying, altering, processing, or otherwise interfering with FAIR Wizard, any of its part, or its source code, including decompiling, disassembling, or reverse engineering FAIR Wizard, including refraining from any conduct that would allow any third party to do so;
- 8.3.8 refrain from any conduct that would cause removing, modification, obscuring, translation or reproduction of FAIR Wizard;
- 8.3.9 not transfer, assign, sell, license, sublicense, exploit, lease, rent, distribute, disclose, transfer, assign, permit access to, export or re-export or make otherwise available FAIR Wizard or any right provided under the Agreement to any third party, whether for profit or without charge. This does not affect the right of the Client to allow access to and use of the FAIR Wizard to individual Users under the FAIR Wizard Client Account and the FAIR Wizard User Accounts in accordance with the Agreement;
- 8.3.10 implement and maintain industry-standard security processes (including reasonable technical, administrative and physical safeguards) designed to keep all access codes to FAIR Wizard confidential and to prevent unauthorized use of or unauthorized access to FAIR Wizard;
- 8.3.11 to select personnel (in particular, but not limited to, the Users) that will be granted access to FAIR Wizard. The Client shall be responsible for proper use of FAIR Wizard by and any actions (or inactions) of such personnel accessing FAIR Wizard;
- 8.3.12 to inform all Users about the terms and conditions of the Agreement and ensure that the Users will comply with the Agreement, including these Terms of Use;
- 8.3.13 not use FAIR Wizard to build, train, or configure any artificial intelligence model;

- 8.3.14 not use FAIR Wizard, the Derivative Data, and/or the Provider Data in a manner that is contrary to applicable law or in violation of any third party rights of privacy or Intellectual Property Rights;
 - 8.3.15 not publish, post, upload or otherwise transmit any data via FAIR Wizard that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;
 - 8.3.16 not transmit spam, chain letters, or other unsolicited communications via FAIR Wizard;
 - 8.3.17 not interfere with or compromise the system integrity or security of FAIR Wizard or any systems running FAIR Wizard;
 - 8.3.18 refrain from any conduct (including allowing any third party to do so) that would cause building or enhancing a similar or competitive product of FAIR Wizard; and
 - 8.3.19 inform the Provider about any unauthorized use of or unauthorized access to FAIR Wizard and ensure timely invalidation/replacement of the potentially or actually compromised access codes.
- 8.4 Without an explicit prior written consent of the Provider, the Client shall not, and will not permit any third-party to: (a) use the Derivative Data and/or Provider Data or provide access to the Provider Data and/or the Derivative Data to any third party; (b) remove, modify, or obscure any copyright or proprietary notices contained in FAIR Wizard, the Derivative Data, and/or Provider Data; (c) access or use FAIR Wizard to circumvent or exceed FAIR Wizard account limitations or requirements; (d) obtain unauthorized access to FAIR Wizard (including without limitation permitting access to or use of FAIR Wizard via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized users); or (e) take any action that imposes, or may impose, at the Provider's sole discretion, an unreasonable or disproportionately large load on the Provider's infrastructure.
- 8.5 The Client shall notify the Provider without undue delay of any infringement of the Provider's Intellectual Property Rights or rights in relation to FAIR Wizard and, upon request, provide the Provider with all available assistance, which may be reasonably requested, in establishing the Provider's claim regarding infringement of rights to FAIR Wizard or the Provider's other Intellectual Property Rights.
- 8.6 If the Client becomes aware of any legal action already brought or threatened by a third party related to FAIR Wizard, such as, but not limited to, third-party Intellectual Property Rights infringement proceedings or patent claims, the Client shall without undue delay, but in any case, within 15 days after it learns of such legal action, notify the Provider of it. Upon the Provider's request, the Client shall enable the Provider to participate in a legal defense against such legal action to the maximum extent permissible by applicable law and provide the Provider with all

available and reasonably requested cooperation. The Provider shall, in such case, bear Provider's costs and fees incurred in the course of negotiations with the claimant or legal proceedings.

- 8.7 If the Client fails to notify the Provider or invite the Provider to participate in negotiations with the claimant or legal proceedings pursuant to clause 8.6, the Client shall be deemed to have provided an unconditional and irrevocable waiver of any potential claims against the Provider for the Client's losses, expenses and/or damages arising from legal action against the Client in connection with FAIR Wizard.

9. USE AND PROTECTION OF DATA

- 9.1 By submitting the Client Data to the Provider, the Client hereby represents and warrants that it has all rights and licenses necessary to provide the Client Data to the Provider (and the Provider's employees, other Provider's coworkers in a similar relationship and contractors in order for them to participate in providing Services) for the purpose of providing Services via FAIR Wizard. The Client acknowledges and agrees that the Client shall be responsible in the event that any damage or loss of any kind results from the Client's provision of any Client Data that are not owned or controlled by the Client or in respect of which the Client is not authorized to use such data. The Client shall have sole responsibility for the legality, validity, completeness, reliability, integrity, accuracy and quality of the Client Data, including provision of necessary information about the processing of Client Data under these Terms of Use to data subjects if necessary.
- 9.2 The Client Data provided to be processed and analyzed in FAIR Wizard must be provided in the format and specification determined by the Provider. Respective information on the required data format and specification is available in the FAIR Wizard Client Account. The Provider shall not be liable for any failure of the Services caused by providing incomplete or inaccurate Client Data or Client data in a different format or specification than required.
- 9.3 The Client remains the sole owner (or authorized user) of the Client Data with all the rights relating to it. The Provider shall have no right to sell, resell, license, sublicense, assign, or otherwise transfer any Client Data provided by the Client without the Client's prior written consent. Notwithstanding the foregoing, the Provider may create, collect, analyze, and use the Derivative Data for purposes of operating, analyzing, improving, or marketing the Services and any related services. If the Provider publishes, shares, or discloses any Derivative Data, such data will be aggregated or anonymized to reasonably avoid identification of the Client and protect the Client's Confidential Information.
- 9.4 The Provider shall implement and maintain industry-standard information security processes (including reasonable technical, administrative, and physical safeguards) designed to prevent unauthorized access to or use or disclosure of the Client Data.
- 9.5 The Provider remains the sole owner of the Provider Data and the Derivative Data with all the rights relating to it. The Client shall have no right to sell, resell, license,

sublicense, assign, or otherwise transfer any Provider Data or Derivative Data which it processes during the course of using the Services.

- 9.6 The processing of personal data by the Provider is governed by the Provider's Privacy Policy which is considered an integral part of these Terms of Use and which is available on the Provider's website at <https://fair-wizard.com/terms>.

10. TECHNICAL ASSISTANCE AND SUPPORT

- 10.1 The Provider agrees to provide the Client and the Users with due Technical Assistance and Support during their proper use of FAIR Wizard and assistance with content administration. In addition, the Provider shall create and continue to create, during the use of FAIR Wizard, access details for the Users of FAIR Wizard as instructed by the Client. The term "Technical Assistance and Support" includes but is not limited to reasonable phone and email support provided by the Provider to the Client, including technical consultations regarding the administration of FAIR Wizard, including the content thereof, and communication between the Client and the Users on business days from 9 a.m. to 5 p.m. CET.
- 10.2 The Client shall have no remedy for any failure of FAIR Wizard unless explicitly agreed otherwise with the Provider.

11. INDEMNITY AND LIMITATION OF LIABILITY

- 11.1 THE CLIENT SHALL INDEMNIFY, DEFEND AND HOLD THE PROVIDER HARMLESS AGAINST ANY LOSSES, DAMAGES, FINES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF, OR RELATING TO ANY CLAIMS BASED ON (I) THE CLIENT'S OR ITS USERS' USE OR ATTEMPTED USE OF THE SERVICES IN VIOLATION OF THE AGREEMENT; (II) CLIENT'S VIOLATION OF THE APPLICABLE LAW OR RIGHTS OF ANY THIRD PARTY; OR (III) ANY ALLEGED OR ACTUAL INFRINGEMENT OF ANY LAWS, REGULATIONS OR THIRD PARTYS' RIGHTS RELATED TO THE CONTENT DISPLAYED ON DEVICES USING FAIR WIZARD.
- 11.2 THE PROVIDER SHALL NOT BE LIABLE FOR (A) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (B) WHETHER INCURRED DIRECTLY OR INDIRECTLY, ANY LOSS OF PROFITS, REVENUE OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS ARISING FROM BUSINESS OR ACTIVITY INTERRUPTION INCURRED BY THE CLIENT OR ANY THIRD PARTY TO WHICH THE CLIENT PROVIDES SERVICES BASED ON FAIR WIZARD IN ACCORDANCE WITH THE AGREEMENT, OR ARISING OTHERWISE FROM USE OR OPERATION OF FAIR WIZARD, ANTICIPATED SAVINGS, OR WASTED EXPENDITURE (AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES).
- 11.3 THE PROVIDER SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INFLICTED ON THE CLIENT BY (I) ACTS OF ANY THIRD PARTY UTILIZING FAIR WIZARD FOR PROVISION OF SERVICES TO THE CLIENT, (II) MALFUNCTION OF OTHER INFORMATION TECHNOLOGY COMPONENTS USED WITH FAIR WIZARD IN THE CLIENT'S INFORMATION TECHNOLOGY ENVIRONMENT, (III) NEGLECTING TO MAINTAIN FAIR WIZARD (INCLUDING BUT NOT LIMITED TO,

FAILURE OF THE CLIENT TO USE THE MOST RECENT VERSION REGARDLESS WHETHER BY INTENT OR OMISSION) OR AS A RESULT OF (IV) PROVIDING INCOMPLETE OR INACCURATE CLIENT DATA OR CLIENT DATA THAT VIOLATED ANY THIRD PARTY RIGHTS.

11.4 THE PROVIDER SHALL NOT BE LIABLE FOR ANY HARM OR DAMAGE INCURRED OR ALLEGEDLY INCURRED BY ANY OTHER THIRD PARTY IN CONNECTION WITH USING FAIR WIZARD BY THE CLIENT OR USER REGARDLESS OF WHETHER THE PROVIDER KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE DAMAGE IN QUESTION.

11.5 THE PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED FEES PAID OR PAYABLE IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM.

11.6 NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS LIABILITY FOR FRAUD, WILFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11.7 THE LIMITATIONS AND EXCLUSIONS IN THIS CLAUSE 11 SHALL APPLY REGARDLESS OF THE LEGAL BASIS OF THE CLAIM, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

12. DISCLAIMER OF WARRANTIES

12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS ALL WARRANTIES NOT EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND UNINTERRUPTED OR ERROR-FREE OPERATION. EXCEPT AS EXPRESSLY PROVIDED, ALL SERVICES, SUPPORT, INFORMATION AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE PROVIDER MAKES NO WARRANTY THAT THE SERVICES, DOCUMENTATION, OR RESULTS OF USE WILL:

12.1.1 MEET THE CLIENT'S OR ANY THIRD PARTY'S NEEDS OR REQUIREMENTS;

12.1.2 OPERATE WITHOUT INTERRUPTION;

12.1.3 ACHIEVE ANY INTENDED RESULT;

12.1.4 BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED; OR

12.1.5 BE COMPATIBLE OR WORK WITH CLIENT COMPONENTS, SOFTWARE SYSTEMS OR OTHER SERVICES.

12.2 ANY CHANGES TO OR UNAVAILABILITY OF CLIENT COMPONENTS, CONNECTIONS, OR ENVIRONMENTS DURING THE TERM DO NOT ALTER THE

CLIENT'S OBLIGATIONS UNDER THE AGREEMENT. THE CLIENT EXPRESSLY AGREES THAT THE USE OF FAIR WIZARD IS AT THE CLIENT'S OWN RISK.

12.3 THE LIMITED WARRANTIES, WARRANTY DISCLAIMERS, INDEMNITIES, EXCLUSIVE REMEDIES AND LIMITED LIABILITY PROVISIONS SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THESE TERMS OF USE AND ALLOCATE THE RISKS BETWEEN THE CLIENT AND THE PROVIDER IN LIGHT OF THE FEES CHARGED BY THE PROVIDER FOR PROVISION OF THE SERVICES.

13. CONFIDENTIALITY

- 13.1 The Provider and the Client each agree to retain in confidence all non-public information and know-how disclosed pursuant to or in connection with the Agreement (the "**Confidential Information**"). Confidential Information shall always include (i) the Services, the Derivative Data, the Provider Data, and the terms and conditions of the Agreement as the Provider's Confidential Information, and (ii) the Client Data as the Client's Confidential Information. Confidential Information also includes all information regarding the negotiations and performance of the Agreement, all kinds of information recorded orally, in writing, electronically or otherwise, including any notes, records, reports, studies, analyses, proposals, correspondence, lists, databases (mainly regarding products, clients and business cases), software, memory media, specifications, diagrams, audio recordings, compilations, projects, data, copies, records or other documents regarding past, present or future facts, transactions, plans or operations) of which the Parties learn or which they acquire before or during their mutual cooperation.
- 13.2 Each Party agrees to: (a) preserve and protect the confidentiality of the other Party's Confidential Information using at least the same level of care as it uses for its own Confidential Information; (b) refrain from using the other Party's Confidential Information except as contemplated in and in compliance with the Agreement; and (c) not disclose such Confidential Information to any third party except to employees, advisers and subcontractors as is reasonably required in connection with the exercise of the Party's rights and obligations under the Agreement and its fulfilment and only subject to binding use and disclosure restrictions at least as protective as those set forth in the Agreement, including the Terms of Use.
- 13.3 Each Party agrees to immediately notify the other Party of any unauthorized disclosure or use of any Confidential Information and to assist the other Party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested. Notwithstanding the foregoing, either Party may disclose Confidential Information of the other Party which is: (i) already publicly known without breaching the Agreement or any other legal confidentiality obligation; (ii) discovered or created by the receiving Party without use of, or reference to, the Confidential Information of the disclosing Party, as shown in records of the receiving Party; (iii) otherwise known to the receiving Party through no wrongful conduct of the receiving Party, or (iv) required to be disclosed by law or court order, provided that the receiving Party shall provide prompt notice thereof and reasonable assistance to the disclosing Party to enable the disclosing Party to seek a protective

order or otherwise prevent or restrict such disclosure. Moreover, either Party may disclose any Confidential Information hereunder to such Party's agents, advisers, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the Parties.

13.4 The obligation to maintain Confidential Information as confidential in the sense of this Section 13 survives the expiration of the Agreement by five (5) years after the expiration.

13.5 The Provider shall be entitled to use the Client's brand, name and general information on the scope of Services provided as a reference. Such limited use shall not be deemed as breaching the confidentiality obligation above.

14. EFFECTIVE DATE, TERM OF THE AGREEMENT AND TERMINATION

14.1 The Agreement shall become effective as of the Effective Date and shall continue in force for the whole Term unless terminated earlier as provided in the Agreement.

14.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate the Agreement without liability to the other Party by a written termination notice if:

14.2.1 the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of the breaching Party being notified in writing of the breach;
or

14.2.2 the other Party is unable to pay its debts when they fall due or admits inability to pay its debts, becomes insolvent, files for bankruptcy, or undergoes similar proceedings.

14.3 For clarity, the Parties have expressly agreed that the obligation of the Client to pay the fees or make other payments pursuant to the Agreement in favor of the Provider with respect to Services provided by the Provider to the Client prior to the termination of the Agreement shall not be affected by the termination of the Agreement. Subject to clause 7.5, the termination of the Agreement shall not entitle the Client to any reimbursement of any fees paid to the Provider or any other compensation or discount.

14.4 If this Agreement is terminated by either Party, the Client shall immediately discontinue any further use of FAIR Wizard and upon request enable inspection by the Provider's representatives to verify its compliance with this provision.

15. FINAL PROVISIONS

15.1 The Agreement consisting of the Order Form and these Terms of Use (together with their schedules and appendices and including the Provider's Privacy Policy) represents the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, with respect to the matters covered by the Agreement, and is not intended to confer upon any third party any

rights or remedies hereunder. The Client acknowledges that it has not entered in the Agreement based on any representations other than those contained herein.

- 15.2 No amendment or any other variation of the Agreement shall be effective unless it is in writing and signed (including electronically via on-line means and tools) by the Parties (or their authorized representatives), unless the Agreement, including the Terms of Use provide otherwise (see clause 15.3 below).
- 15.3 The Provider reserves the right, in its sole discretion, to amend, modify, supplement or otherwise change these Terms of Use at any time and for any reason. The Provider shall inform the Client about any material change at least 30 days in advance of the effective date of the changes, by sending the updated Terms of Use to the Client via e-mail addressed to the Admin User or via FAIR Wizard. The Client shall review the information posted on the Provider's website <https://fair-wizard.com/terms> and in the FAIR Wizard Client Account periodically to stay informed of all announced changes. If the Client does not agree with the notified changes, the Client shall be entitled to terminate the Agreement by delivering a written termination notice to the Provider before the effective date of the changes. In such a case, the Agreement shall terminate upon expiry of the current Billing Period and the relationship between the Parties for the remaining period shall continue to be governed by the current Terms of Use, i.e., their version before the change. If the Client does not terminate the Agreement in accordance with the above, the Client will be deemed to have agreed with the announced changes and will be bound by them. Any new version of the Terms of Use supersedes their previous version as of the date of effectivity of the new version.
- 15.4 No Party shall be deemed to be in breach of the Agreement for any failure or delay in performing its obligations under the Agreement as a result of an act of Force Majeure or entitled to compensation for any losses or damages caused by the act of Force Majeure.
- 15.5 No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.6 If any provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable within its original meaning and in accordance with its original purpose. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Agreement. In addition, the Parties shall negotiate in good faith to amend such deleted provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended result of the original provision.
- 15.7 The Agreement shall be governed by the laws of the Czech Republic. The Parties hereby agree that any and all disputes and litigation arising out of or in connection

with the Agreement shall be subject to the exclusive jurisdiction of the competent courts of the Czech Republic determined according to the registered office of the Provider.

- 15.8 Neither Party shall, without the prior written consent of the other Party, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 15.9 In the event that the Client's business or a part thereof is transferred, or the Client's business or a part thereof is leased or subleased, this Agreement and the rights and obligations arising out of it shall pass onto the legal successor of the Client only with the prior written consent of the Provider.
- 15.10 In case of discrepancies between the Order Form and these Terms of Use, the Order Form shall prevail.