Software as a Service Agreement ("SaaS")

These terms and conditions, including all schedules are entered into as of the date listed on the Purchase Order between Sirma Group Holding JSC, a joint-stock company, incorporated and registered in the Republic of Bulgaria with company number 200101236, whose registered office is at: 135 Tsarigradsko Shosse blvd, 1784, Sofia ("**Supplier**") and the Customer identified on the Purchase Order ("**Customer**"/"**End user**"), collectively the "**Parties**".

BACKGROUND

(A) The Supplier is an authorized distributor of **DigiNovo,** a certain software application developed by IRZ Solutions OOD, which it makes available to subscribers via Creatio Marketplace at: https://marketplace.creatio.com/ ("the Platform") for the purpose of communication and customer service processes across various industries.

(B) The Customer wishes to use the **DigiNovo** in its business operations.

(C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the license to use **DigiNovo**.

(D) **DigiNovo** is a cloud-based software.

Agreed terms

The following definitions and rules of interpretation apply in this SaaS together with all other definitions contained in the accompanying Purchase Order, Data Processing Terms, Service Level Agreement and End User License Agreement.

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorized Users: those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in the Republic of Bulgaria.

Confidential Information: information that is proprietary or confidential which may or may not be clearly labelled as such or identified as Confidential Information. All information (in any medium or format, including written, oral, visual or electronic) which is marked or described as "confidential" and which relates to a party (the "**Disclosing Party**") or to its employees, officers, customers or suppliers and which is directly or indirectly disclosed by the Disclosing Party to the other (the "**Recipient Party**") in the course of their dealings relating to this Agreement, whether disclosed before or after the commencement date stated on the Purchase Order other than:

(a) information which is in the public domain other than as a result of breach of this Agreement; (i) information which the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and (ii) Information which was developed or created independently by or on behalf of the Recipient Party;

(b) information which the Recipient Party received, free of any obligation of confidence, from a third party which itself was not under any obligation of confidence in relation to that information; and(i) Information which was developed or created independently by or on behalf of the Recipient Party;

(c) Information which was developed or created independently by or on behalf of the Recipient Party;

Customer Data or Customer Content: the data inputted by the Customer, Authorized Users, or the Supplier on behalf of the Customer for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: means the Privacy and Electronic Communication (EC Directive)

Regulations 2003, the General Data Protection Regulation 2016 ("**GDPR**"), and all applicable laws and regulations in the Republic of Bulgaria that relate to the protection and processing of personal data, all as amended, replaced or superseded from time to time. "**Controller**", "**Data Subject**", "**Personal Data**", "**Processing**" and "**Processor**" shall each have the meanings given in the applicable Data Protection Legislation.

Documentation: means the documentation produced by the Supplier and made available to the Customer specifying how the Software should be used.

Effective Date or Commencement Date: the date stated on the Purchase Order.

Initial Subscription Term: the initial fixed term of this agreement as set out in the Purchase Order.

Intellectual Property Rights: means all intellectual property rights which subsist now or in the future, in any part of the world, whether registered or unregistered, including any application or right of application for such rights, any renewals or extension, and any rights to claim priority from (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights, rights in designs and all similar or equivalent rights and forms of protection).

Malware: means any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Normal Business Hours: from 9:00 to 18:00 local Bulgarian time /EET or EEST, as applicable/, from Monday to Friday.

Renewal Period: the period described in Clause 14 (Term).

Services: means all the services provided or to be provided by the Supplier to the Customer under this Agreement, namely the use of the Software, as specified in Purchase Order.

Service Start Date: means the earlier of:

(a) the 'Service Start Date' confirmed in the Purchase Order; and

(b) the date on which the Customer's subscription with the Supplier first became active.

Software: the cloud-based software application ("**Diginovo**") provided by the Supplier as the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Purchase Order.

Subscription Term: has the meaning given in Clause 14 (Term) being the Initial Fixed Subscription Term together with any subsequent Renewal Periods as set out in the Purchase Order and as measured from the Service Start Date.

Supplier's Service Level Agreement: Supplier's policy for providing support in relation to the Services, as set out at Schedule 1 – Service Level Agreement to this Agreement.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to Clause 2 (User subscriptions) which entitle Authorized Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any device (including any software, code, file or executable program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network,

any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any executable program or data, including the reliability of any executable program or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2   Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or otherwise permitted assigns.

1.4   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5   Unless the context otherwise requires, words in the singular shall include the plural and in words in the plural shall include the singular.

1.6   Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7   A reference to a statute or statutory provision is a reference to it as it is in force as at the date of commencement of services pursuant to the Purchase Order.

1.8   A reference to a statute or statutory provision shall include all subordinate legislation under that statute or statutory provision.

1.9   A reference to writing or written includes faxes but not e-mail.

1.10   References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2.   User subscriptions

2.1   Subject to the Customer purchasing the Services in accordance with the Purchase Order and this Agreement, the restrictions set out in Clause 3 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicenses, to permit the Authorized Users to use the Services during the Subscription Term solely for the Customer's internal business operations.

3.   Customer Obligations

3.1   The Customer shall provide the Supplier with all reasonably necessary co-operation in relation to this Agreement and:

(a)   ensure that its Authorized Users use the Services, Software and Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;
(b)   ensure that it and any Authorized Users abide by all applicable laws and regulations in connection with their use of the Services;
(c)   ensure that it and any Authorized Users abide, do not abuse, attempt to circumvent, or violate any rules, regulations, or terms of service of any systems or software connected to the platform on which the Services are provided;

3.2   The Customer shall not knowingly access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a)   is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
(b)   facilitates illegal activity;
(c)   depicts sexually explicit images;

(d)   promotes unlawful violence;

(e)   is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or

(f)   is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.3   The Customer shall not:

(a)   except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
(i)   attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means.
(ii)   attempt to decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b)   access all or any part of the Services and Documentation in order to build a product or service which competes with the Services; or

(c)   use the Services and/or Documentation to provide services to third parties;

(d)   subject to Clause 22 (Assignment), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorized Users, or

(e)   attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause;

(f)   introduce or permit the introduction of, any Virus into the Supplier's network and information systems.

3.4   The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify the Supplier.

3.5   The rights provided under Clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

4.   Services

4.1   The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement.

4.2   The Supplier shall use commercially reasonable endeavors to make the Services available 24 hours a day, seven days a week, except for:
(a)   planned maintenance carried out during a maintenance window during Normal Business Hours, subject to reasonable prior notice being given to the Customer; and
(b)   unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavors to give the Customer reasonable notice in advance.

4.3   The Supplier will, as part of the Services (and in consideration of the support fees set out in the Purchase Order), provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Service Level Agreement in effect at the time that the Services are provided.

Subscription Rights and Access

4.4   Subject to Customer's payment of the fees confirmed in the Purchase Order to this Agreement and compliance with the terms of this Agreement, Supplier grants Customer the non-exclusive limited-time subscription and right to use the Services in accordance with this Agreement. Further, Supplier agrees that Customer may access and use, and permit each Authorized User to access and use, the Services for its intended purpose, in accordance with the specifications confirmed in any

Documentation and subject to the terms of this Agreement and/or other use restrictions specified on the Purchase Order. Subject to Customer's payment of the fees confirmed in the Purchase Order and compliance with the terms of this Agreement, Supplier shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections to allow Customer and its Authorized Users to access the Services. Supplier shall provide the Customer and Authorized Users with:

 (a) support for the Services and

 (b) access to enhancements and maintenance modifications as they become available. Customer and its Authorized Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment, and Internet service necessary for the use of the Services. All other rights not expressly granted in this Agreement are reserved by the Supplier.

4.5 For the avoidance of doubt, the Customer has no right to access the object code or source code of the Software at any time.

Software Updates

The developer of the Software may change, modify, upgrade, or discontinue any aspect or feature of Software in whole or in part. Such changes, upgrades, modifications, additions, or deletions will be effective immediately upon notice thereof, which may be made by posting such changes to the Supplier's website, the Platform or directly via email to Customer. In the event Supplier modifies or discontinues any content or feature of Software which results in reduction of functionality or degradation of the Services, Supplier shall endeavor to provide comparable functionality.

Limitations

4.6 Customer shall not, and shall not authorize or permit any Authorized User to:

 (a) rent, loan, or re-license rights to access and/or use the Services (except as specifically provided herein);

 (b) copy, modify, disassemble, decompile, or reverse engineer software included as part of the Services and/or the Documentation;

 (c) share identification or password codes with persons other than Authorized Users, or permit Customer's account to be accessed by individuals who are not Authorized Users;

 (d) access, use, or permit a third party to access or use the Services for purposes of competitive analysis, including the development, provision, or use of a competing software or service or for any other purpose that may be to Supplier's detriment or commercial disadvantage;

 (e) intentionally install malware, spyware, or similar application intended to monitor, damage, or do harm the Supplier or the Platform;

5. Customer Content

5.1 Supplier will process and store Customer Content as generally necessary in order to perform the Services. Any Customer Content is proprietary to the Customer and cannot be used for the supplier commercial advantage. Supplier will implement appropriate technical and organizational measures to protect any Customer Content against unauthorized or unlawful processing and accidental loss or damage.

(A) Customer Content warranty

5.2 Customer represents and warrants that it has all necessary permissions, consents and authority to provide the Customer Content and that any Customer Content hosted, processed, stored or used by Supplier as part of the Services will not (a) infringe or violate the Intellectual Property Rights or other legal rights of any third party; (b) be deceptive, defamatory, obscene, or unlawful; or (c) contain any viruses, worms, malware, spyware, or other malicious computer programming codes intended to damage the Platform, the Software or any other data.

5.3 Customer acknowledges that any use of the Services by Customer or Authorized Users contrary to or in violation of the representations and warranties of Customer in this paragraph constitutes unauthorized and improper use of the Services. Any such authorized or improper use shall entitle

the Supplier to discontinue the Customer's access to the Services, without prejudice to its other rights or remedies. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. The Parties acknowledge that Supplier does not and cannot review all Customer Content and will not be responsible for such content, but that Supplier shall have the right to delete, move, or edit any Customer Content that Supplier determines violates or might violate this Agreement, or any applicable law or regulation, or is otherwise unacceptable.

6.   Data protection

6.1   Each party shall ensure that it complies with the requirements of all applicable legislation and regulatory requirements in force from time to time relating to the use of Personal Data, including the Data Protection Legislation.

6.2   The Supplier and the Customer acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor in respect of any Personal Data that the Customer shares with the Supplier in the provision of the Services for the duration of this Agreement.

7.   Supplier's obligations

7.1   The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation with best care, skill and diligence in accordance with best practice in the supplier's industry, profession or trade

7.2   The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.

7.3   The Supplier:

    (a)   does not warrant that the Customer's use of the Services will be uninterrupted or error-free;

    (b)   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4   This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

7.5   The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7.6   In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable.

8.   Customer's and Supplier obligations

8.1 The Customer and Supplier shall:

(a) Provide respectively with:

    (i) all reasonable co-operation in relation to this agreement; and

    (ii) all reasonable access to such information as may be required in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

(b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c) carry out all other responsibilities set out in this agreement in a timely and efficient manner;

(d) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorized User's breach of this agreement;

(e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the Internet.

8.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

9. Charges and payment

9.1 The Customer shall pay all amounts payable by the Customer to the Supplier under or in relation to this Agreement, based on the terms of the respective Purchase Order and an issued invoice by the Supplier ("**Charges**").

9.2 Except for as otherwise set out in this Agreement, all payments to Supplier are non-refundable and non-cancellable. Specifically, Customer's loss of business, loss of Services due to non-payment, or Customer's failure to use the Services will not be cause for any refund to Customer from Supplier.

VAT and Taxes

9.3 The Charges confirmed in the Purchase Order are exclusive of VAT, or other applicable governmental taxes, duties, fees, excises, or tariffs ("**Taxes**") now or hereafter imposed on the Services. Customer shall be responsible for, and shall reimburse, Supplier for all such Taxes on any amounts payable by Customer hereunder, except for Taxes imposed on Supplier's net income. If Supplier has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, Supplier will add such Taxes to the amount invoiced to Customer.

Late Payment

9.4 Without limiting any other remedies available to the Supplier, the Supplier may suspend or terminate access to the Software and the provision of the Services if any amounts due to be paid by the Customer to the Supplier under this Agreement are overdue by more than fourteen (14) days and the Supplier has provided at least fourteen (14) days' notice of such suspension.

9.5 Overdue payments will be subject to interest from the due date until payment of the overdue sum. Interest under this clause will accrue at the rate of 0.2% (zero point two percent) from the overdue sum per each day delay, but no more than 20% (twenty percent) from the overdue sum.

Future Functionality

9.6   The Customer acknowledges that the continued payment for Services and Software does not mean that the Supplier undertakes or promises to provide any future functionality or new features.

10.   Intellectual Property Rights

10.1   The Customer acknowledges and agrees that the developer of the Software owns all intellectual property rights in the software. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights, or any other rights or licenses in respect of the Software or the Documentation, or any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses.

10.2   The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

10.3   Supplier's intellectual property will remain the property of the Supplier where intellectual property is not created specifically for the Customer. For the avoidance of doubt, the default courses in the content library provided by Supplier shall remain the Supplier's property. Customer Content which is generated by Customer as a user of the Services shall remain the Customer's property.

11.   Confidentiality

11.1   Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement.

11.2   Subject to Clause 11.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

11.3   Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

11.4   A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

11.5   The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

11.6   Upon termination of this Agreement, each Party shall promptly cease all further use of Confidential Information, return to the other Party all physical materials containing Confidential Information, whether the materials were originally provided by the disclosing Party or copied or otherwise prepared by the receiving Party, and erase or otherwise destroy any Confidential Information kept by either Party in electronic or other non-physical form. The Parties acknowledge that the receiving Party will not be required to return to the disclosing Party or destroy those copies of Confidential Information residing on the receiving Party's backup or disaster-recovery systems, or which must be maintained for regulatory or policy purposes. Such termination by either Party will not affect each Party's continuing obligations under this paragraph.

11.7   The above provisions of this clause shall survive termination of this agreement, however arising.

12.   Indemnity

12.1   During the Term, Supplier shall indemnify Customer against a final award of damages resulting from a claim that the Services infringe any Intellectual Property Rights (under Clause 10), Confidentiality (under Clause 11) or Data Protection (under Clause 6) provisions. In addition, if the use of the Services infringes or is enjoined, or Supplier believes it is likely to infringe or be enjoined, Supplier may, at its sole option: (a) procure for Customer the right to continue use of the Services as furnished; (b) modify the Services to make them non-infringing, provided that they still substantially conform to the applicable Documentation; or (c) if Supplier, after using all commercially reasonable efforts, is unable to accomplish the foregoing remedies, terminate this Agreement and refund to Customer any prepaid but unused Charges calculated on a straight-line prorated basis for the remainder of the then-current Term. The indemnity provided herein does not apply to the extent the alleged infringement arises from any use of the Services not in accordance with this Agreement or as specified in the Documentation or any unauthorized modification of the Services. This paragraph states Supplier's sole and exclusive liability and Customer's sole remedies for any threatened or actual infringement of any Intellectual Property Rights, Confidentiality or Data Protection provisions.

12.2   During the Term, Customer shall defend, indemnify, and hold harmless Supplier and its officers, directors, employees, agents, successors, and assigns from and against any claims, damages, liabilities, judgments, settlements, losses, costs, or expenses of any kind, including reasonable legal fees, costs and expert witness fees, suffered or incurred by the Supplier. Customer's misuse of the Intellectual Property Rights of any third party; and any Customer Content which violates the terms of this Agreement.

12.3   In relation to the indemnities given within this agreement, the applicable indemnified party shall:

    (a)   provide notice of any relevant claim to the indemnifying party in a timely manner;
    (b)   provide reasonable co-operation to the indemnifying party in the defense and settlement of such claim at the indemnifying party's expense;
    (c)   give the indemnifying party sole authority to defend or settle the claim;
    (d)   and use all reasonable endeavors to mitigate its losses.

12.4   In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

    (a)   a modification of the Services or Documentation by anyone other than the Supplier or the developer of the Software; or
    (b)   the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
    (c)   the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

13.   Warranties and Liability Disclaimer

13.1   Supplier does not warrant that the operation of the services will be uninterrupted or error-free.

13.2   Except as expressly and specifically provided in this agreement, the Customer assumes sole responsibility for results obtained from the use of the services, the software and the documentation by the customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the services or the software, or any actions taken by the Supplier at the customer's direction.

13.3   Except as specifically provided in this agreement, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

13.4   Nothing in the agreement limits any liability which cannot legally be limited, including but not limited to liability for: (a) death or personal injury caused by negligence; or (b) fraud or fraudulent misrepresentation.

Limited Warranty

13.5   Each Party warrants that it has all necessary authority to enter into and perform its obligations under this Agreement. Supplier represents and warrants that: (a) it will provide the Services will reasonable skill and care, it will promptly fix any errors with the Services of which it is aware and the Services will perform in accordance with this Agreement; and (b) the Services provided hereunder will be performed in a professional manner in accordance with prevailing industry standards.

Liability

13.6   Supplier at its expense will indemnify and hold Customer harmless with respect to every third-party claim that may be brought against Customer or others that use the Services, for any alleged infringement of any patent, copyright, industrial design right, utility model or other industrial and intellectual or proprietary right based on Supplier's Services. Supplier will investigate and defend or otherwise handle every such claim, and at Customer's request, assist Customer in Customer's investigation, defense, or handling of any such claim. Supplier will pay all expenses and damages or settlement amounts that Customer and others using the Services may sustain by reason of each such indemnified claim. In the event a claim of infringement is asserted, Supplier may replace or modify the Supplies to make them non- infringing, provided that Customer approves such replacement or modification and agrees in writing that such replacement or modification achieves the substantive results of the original version of such Supplies, or Supplier may procure at its expense a license for Customer to use the allegedly infringing Supplies. For clarity, Supplier's obligations herein will be reduced to the extent a claim arises from: (a) modification of source code of the Services without Supplier's knowledge and consent; and (b) use of the Services in violation of agreements between Supplier and Customer.

13.7   Supplier will not be liable to Customer whether in contract, tort (including negligence, warranty, strict liability or otherwise), arising under or in connection with Supplier's provision of Services in accordance with this agreement for any loss or damage suffered by Customer where such damage or loss resulted from incomplete, inaccurate or erroneous information or instructions provided or made available to Supplier by Customer. Except with respect to indemnification obligations herein or breaches of confidentiality, data protection or intellectual property, (i) neither Party will be liable to the other for any indirect or consequential loss or damage, including loss of profits, account of profits, loss of revenue sale or business, loss of turnover, loss of agreements or contracts, loss of or damage to goodwill, loss or damage to reputation, or loss of customers; and (ii) each Party's liability for claims arising under this agreement shall be limited to the fees paid or payable by Customer in accordance with contracts for Services to be provided by Supplier. This liability cap includes damages, interest and costs.

14.   Term and termination

14.1   This agreement shall, unless otherwise terminated as provided in this Clause 14, commence on the date stated on the Purchase Order and shall continue for the initial term and, thereafter, this agreement shall be automatically renewed for successive periods of minimum 12 months (each a **Renewal Period**), unless:
    (a)   either party notifies the other party of termination, in writing, at least 90 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
    (b)   otherwise terminated in accordance with the provisions of this agreement.

14.2   Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
    (a)   the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
    (b)   the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so;
    (c)   any event occurs, or proceeding is taken, with respect to the other party in any

jurisdiction to which it is subject that has an effect equivalent or similar to the other party being deemed bankrupt or insolvent;

(d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(e) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or

14.3 On termination of this agreement for any reason:

(a) all licenses granted under this agreement shall immediately terminate;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession; and

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

15. Non-disparagement

Supplier and Customer agree that they will not criticize, denigrate, or disparage each other as set forth herein. Customer agrees to not make any comments or statements to the media, Supplier's current and former employees, customers, or any individual or entity with whom the Supplier has a business relationship, or any other individual or entity if such comment or statement could be likely to adversely affect the conduct of the Supplier's business with that of such third party, or any of Supplier's plans, prospects, or business reputation of Supplier.

16. Force majeure

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

18. Waiver

No failure or delay by a party to exercise any right or remedy provided under this 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.

19. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this

agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

22. Assignment

22.1 Neither party may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign, transfer, charge, subcontract or deal with any other manner with all or any of its rights or obligations under this agreement to its affiliate.

23. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

24.1 This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns per the applicable legislation

25. Counterparts

25.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. Notices

26.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by e-mail to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

27. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Bulgaria.

28. Jurisdiction

Each party irrevocably agrees that the courts of Republic of Bulgaria in Sofia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1: Service Level Agreement

As per **Sirma Technical Support Policy for Creatio Marketplace**, accessible on the following link:

https://sirma.com/public/docs/SirmaSupportConditionsForCreatioMarketplace_Diginovo.pdf

Schedule 2: End User License Agreement

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