

RESCO CUSTOMER LICENSE TERMS

These RESCO Customer License Terms ("**Customer License Terms**" or "**Agreement**") made and entered into as of [date] ("**Execution Date**") state the rights and obligations of the contractual relationship pursuant to section 269(2) of Act No. 513/1991 Coll., the Commercial Code, as in force in the territory of the Slovak Republic ("**Commercial Code**"), and section 65 et seq. of Act No. 185/2015 Coll., the Copyright Act, as amended ("**Copyright Act**").

BY AND BETWEEN

(1) [Customer's commercial name], a [type of the company] incorporated under the laws of the [Country], registered in the [registration authority], having its corporate seat at [official registered office], Entity ID No. [company ID No.] ("**Customer**");

and

(2) **RESCO spol. s r.o.**, a limited liability company incorporated under the laws of the Slovak Republic, registered in the Commercial Register of the Municipal Court of Bratislava III, section Sro, file number 19281/B, having its corporate seat at Mlynské Nivy 5, 821 09 Bratislava - mestská časť Ružinov, Slovak Republic, Entity ID No. 35 768 916 ("**RESCO**");

RESCO and the Customer hereinafter referred to as "**Party**" or "**Parties**".

1 DEFINITIONS AND INTERPRETATION

"**Account(s)**" means Customer User Account(s), Anonymous Account(s), and Testing User Account(s).

"**Activation**" means the process by which RESCO activates License(s) with ordered number of Account(s) for RESCO Product(s) for a period of the License Term. Activation process usually takes five (5) working days. RESCO will remotely activate the License(s) in accordance with the Order Confirmation and upon the full payment of advance invoice for License Fee. Activation is a prerequisite for making available functionality of RESCO Product(s).

"**Anonymous User Account**" and "**Anonymous User**" means the Customer User Account for the users other than the Customer Users that are employees, representatives, consultants, contractors or agents of Customer's end customers and Customer's third-party (i.e. a separate company, an independent contractor). The Anonymous User Account clearly defines the Anonymous User by unique ID.

"**App Project**" means the technical definition of RESCO Application in the meaning of how RESCO Application should look like and how it should work, customized for a particular Customer User's role.

"**Customer**" means the company or other legal entity accepting the Customer License Terms.

"**Customer User**" means the Customer's employees, representatives, consultants, contractors or agents who are authorized by the Customer to use the Software for Customer's benefit and have unique user names and passwords for RESCO Application.

"**Customer User Account**" means account for each Customer User on one Organization. The Customer User Account clearly defines the Customer User and contains in particular the following items: (i) user name and (ii) password. Through this Customer User Account, the Customer User may use the functionalities of RESCO Products. The User Account can be assigned only to one Customer User. Further, the Customer User Account may be reassigned from original Customer User to new Customer User.

"**Customer Data**" means all information, including personal data, that User submits or collects via RESCO Product(s) and all materials that User provides or posts, uploads, inputs or submits through RESCO Product(s).

"**Documentation**" means the technical information, manuals, operation instructions, help files, handbooks, and other publications, in whatever form, provided by RESCO for use with RESCO Product(s).

"**Free Trial**" means the Software made available by RESCO to Customer on an unpaid free trial basis for the period of thirty (30) days. The Free Trial is available for prospective customers upon their request at <https://www.resco.net/request-a-trial/>.

"**Invoice Period**" means the period for which Customer agrees to pay License Fees pursuant to the Order Confirmation, which is the same as the License Term, unless otherwise agreed in the Order Confirmation. Standard Invoice Period is twelve (12) months.

“License” means a right of the Customer granted by RESCO to use the Software on one Organization in manner and extent defined in these Customer License Terms and in the Order Confirmation.

“License Fee” means the amount the Customer pays for RESCO Product(s), agreed by the Parties either (i) in writing attached as Annex B of this Agreement (for the Customer Users) and/or (ii) directly in the Order Confirmation (for the Anonymous Users, the Testing Users, and the Super Users).

“License Term” means twelve (12) months of term of License, unless otherwise agreed in the Order Confirmation. For Free Trial, the License Term is the period of thirty (30) days.

“Order Confirmation” means a written order confirmation based on previous Customer’s order made by RESCO for License of particular RESCO Product(s), in form and with specification pursuant to Annex A of this Agreement.

“Organization” means one back-end system for the Customer data (e.g., RESCO Cloud, Microsoft Power Platform or Salesforce or other back-end system organization).

“Renewal” means the process by which RESCO prolongs ordered number of Account(s) for RESCO Product(s) for a period of any subsequent License Term after first twelve (12) months of use RESCO Product(s). RESCO will remotely prolong the Accounts(s) in accordance with the Order Confirmation and upon the full payment of advance invoice for Fee. Renewal is a prerequisite for prolongation of functionality of RESCO Product(s). For the avoidance of doubt all Account(s) for RESCO Product(s) that are prolonged within fifteen (15) months after Activation shall be deemed as Renewal.

“RESCO Application” or **“RESCO App”** means RESCO Desktop App, RESCO Store App and RESCO Web App.

“RESCO Power Components” mean power components made specifically for solution architects and consultants building low-code or no-code business applications as listed in Annex B of this Agreement.

“RESCO Content” means all information, data, text, messages, software, database, sound, music, video, photographs, graphics, images, and tags which RESCO incorporates into RESCO Product(s).

“RESCO Desktop App” means a desktop application that has to be downloaded from RESCO sources (www.resco.net) or other means determined by RESCO).

“RESCO Store App” means native mobile (client) or desktop application for iOS, Android, and Windows platform that has to be downloaded and installed via an app store (Apple Store, Google Play Store, Microsoft Store).

“RESCO Products” means the Software with different features and functionalities.

“RESCO Web App” means web application accessed via internet browser developed by RESCO.

“Software” means RESCO Application, RESCO Power Components developed and maintained by RESCO, including the Documentation, licensed and installed by the Customer.

“Territory” means worldwide.

“Testing User Account” and **“Testing User”** means the Customer User Account for testing and/or development purposes only. The Testing User Account clearly defines the Testing User by unique ID.

“Third party Back-end system” means system developed and maintained by third party, other than RESCO, which hosts the Customer Data, and which is integrated with RESCO Products.

“User” means Customer User, Anonymous User and Testing User.

“White-labeled App” means right to customize RESCO Store App (binary executable file) replacing RESCO branding (app name, description, colors and logos) by Customer branding. “Powered by RESCO” label must be maintained in the App’s about section.

2 GRANT OF LICENSE

2.1 RESCO hereby grants to the Customer the License to use the Software in the form of downloading, installation and copying on the Customer’s or Microsoft environment in its Organization in Microsoft Power Platform under the control of the Customer during the License Term.

2.2 The License is being granted as a license:
a) for consideration (License Fee),

- b) non-exclusive,
 - c) for a limited period of time, for the duration of the License Term,
 - d) territorially limited to the Territory,
 - e) for an unlimited number of devices (in particular computers, smart mobile devices), unless otherwise stated in Annex B,
 - f) for number of Users,
- as further described in the Customer License Terms and the Order Confirmation.

2.3 The License may be assigned only with the prior written consent of RESCO. The Customer is not entitled to sublicense the use of the Software, in whole or in part, to a third party or to grant it an access to the Software.

2.4 The Customer is obliged to use the Software for its own purposes. License is not considered to be a thing in legal meaning and grant of the License by RESCO to the Customer according to the Customer License Terms is not a sale of goods or a service. The Software is subject to protection of intellectual property laws, belong to and is the property of RESCO or its licensors (if any), and RESCO retains all ownership rights and holds exclusive rights to RESCO Product(s).

2.5 By acceptance of the Order Confirmation by its payment, the Customer confirms that it is familiar with the Customer License Terms and all of their annexes or documents to which they refer and that it agrees with them, in the version effective at that time.

2.6 Individual agreement is concluded upon acceptance of the Order Confirmation by the Customer, directly on the Order Confirmation or by the processing of the payment according to the Order Confirmation. Individual agreement also arises by the Activation or by the Renewal.

2.7 The Customer hereby agrees and confirms that by submitting the Order Confirmation for RESCO Product(s) with features and/or functionalities designated by third party supplier (i.e., „Powered by“) („Third-Party Supplier“) which enables the Customer to access and use of services, applications, software, websites, content, data, platforms, APIs or other materials made available by Third Party Supplier ("Third-Party Products"), and thereby the Customer agrees with Third-Party Supplier's end user terms and/or acceptable use policy accessible at Third-Party Suppliers' websites as listed in Annex B.

3 RIGHTS AND OBLIGATIONS OF RESCO

3.1 The Customer acknowledges that the Software is operated on servers designated and chosen by the Customer and RESCO cannot influence Software availability.

3.2 RESCO is obliged to execute the Activation or the Renewal in accordance with the Order Confirmation on the date of delivery stated in the Order Confirmation provided that the full payment of advance invoice for License Fee.

3.3 Support provided primarily via [RESCO Support Portal](#) is included at no additional cost. RESCO provides the support in Tier 3 (as defined in the Annex C of this Agreement) solely to Customer's implementation team and solely for the current version of RESCO Product(s) or for the version up to one-year old from its release. RESCO accepts support requests primarily via [RESCO Support Portal](#) 24 hours per day and 7 days per week. Request responses are provided during business days only. RESCO attempts to respond to requests within one business day. Extended Standby Support designated for urgent issues hindering functioning of RESCO Product(s), is provided outside of working hours on business days from 5pm till 10pm (UTC+2) and during bank holidays in Slovakia that fall on a business day from 9am till 10pm (UTC+2). During Extended Standby Support, the support agent will gather information that will allow for a faster resolution during the next standard business day(s). Lower priority issues submitted during Extended Standby Support will be processed in the nearest business day. RESCO does not promise or guarantee any specific response time. RESCO may limit or deny the Customer's access to support if RESCO determine, in its reasonable discretion, that the Customer is acting, or have acted, in a way that results or has resulted in misuse of support or abuse of RESCO's representatives. Issues resulting from Customer's use of API may be outside the scope of support.

3.4 RESCO has the right to terminate the Account and prevent the User from using the Software if the User violates the Customer License Terms or terms.

4 RIGHTS AND OBLIGATIONS OF THE CUSTOMER

4.1 The Customer agrees to set up RESCO Power Components according to its needs in Microsoft Power Platform.

4.2 The Customer may use additional features and functionalities of RESCO Product(s) by placing an additional order. The Customer License Terms will apply also to all additional order(s) made by the Customer.

4.5 The Customer is fully responsible for the Customer data published by the Users through the Software and their compliance with generally binding laws.

4.6 The Customer acknowledges that by acceptance of the Order Confirmation or concluding the Customer License Terms no rights to use RESCO's registered trademarks, trade names, company logos are granted to Customer and that Customer's right to use RESCO Product(s) is limited in the manner specified in the Customer License Terms.

4.7 The Customer undertakes not to copy, rent, lease, sell, distribute, or create derivative works based on RESCO Content, the Software, in whole or in part, by any means, except as expressly authorized in writing by RESCO.

4.8 The Customer agrees not to use the information provided by RESCO or obtained during the performance of this Agreement for the creation or development of a computer program and service similar to RESCO Product(s).

4.9 The Customer is obliged to ensure that each User has become acquainted with and agrees to comply with the Customer License Terms. The Customer is liable for a breach of the Customer License Terms and the damage thereby caused even if the breach occurred has been committed by the User or any other person the User has allowed to use RESCO Product(s).

4.10 The Customer will be obliged to notify RESCO, without undue delay, on any and all claims of third parties relating to intellectual property rights arising out or relating to RESCO Product(s). RESCO shall have the right to investigate, control, defend, and settle the claim at its option, and the reasonable costs thereof (including attorneys' fees, costs, disbursements, and the cost of settlement), if any, shall be divided evenly between RESCO and the Customer, unless such claims are based on the breach of the Agreement and/or these General Terms and the Conditions by the Customer, in which case such costs shall be borne exclusively by the Customer. If RESCO declines to exercise this option, it shall not be liable or responsible for any of the costs arising from the defense and settlement of the claim, unless the claim arises from RESCO's breach of its representations and/or warranties pursuant to the Agreement and/or these Customer License Terms.

5 LICENSE FEES AND PAYMENTS

5.1 The License Fee will remain fixed during the Term unless the Customer (i) requests to change the number of Users, (ii) upgrade or downgrade RESCO Product(s), (iii) orders additional features and functionalities or RESCO Product(s) or (iv) unless Annex B of this Agreement is amended by the Parties. If the Agreement is renewed, in each License Term upon Renewal the License Fee according to the recent fee list for RESCO Product(s) as provided by RESCO at least 45 days before Renewal date will apply unless the Parties agree otherwise.

5.2 RESCO will issue an advance invoice to the Customer without undue delay after its confirmation of the Order Confirmation. RESCO will issue invoice tax document before the payment, only upon the Customer's request. Following the payment RESCO will issue regular invoice and subsequently for each Invoice Period, and other times during the License Term when License Fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, including advance invoice, unless otherwise specified in the Order Confirmation.

5.3 If the Customer does not pay the License Fees within fifteen (15) days after the notice of non-payment from RESCO, (i) RESCO may charge a late payment fee equal to 10% per annum on the unpaid License Fees, and (ii) RESCO may suspend RESCO Product(s) while any payment is unpaid. RESCO may also terminate or suspend the Customer's access to RESCO Product(s).

5.4 All License Fees are exclusive of taxes, which RESCO will charge as applicable. Customer agrees to pay any taxes applicable to Customer's use of the Software. If Customer is located in European Union, all fees are exclusive of any VAT and the Customer represents that is registered for VAT purposes in its member state. At RESCO's request, the Customer will provide RESCO with the VAT registration number under which the Customer is registered in its member state. If the Customer is required to deduct or withhold any tax, the Customer must pay the amount deducted or withheld as required by law and pay RESCO an additional amount so that RESCO receives payment in full as if there were no deduction or withholding. If Customer is located outside of European Union, the Customer is obliged to inform RESCO in writing about any tax or levy applicable to Customer's use of the Software when submitting the Order Confirmation or afterwards without undue delay. All transaction costs related to payment of the License Fee(s) to RESCO will be borne by the Customer.

5.5 The Customer hereby agrees that RESCO will issue an invoice in electronic form ("electronic invoice" or "electronic invoicing"). An electronic invoice is a credible tax document in accordance with the Slovak VAT Act. The

Customer acknowledges and agrees that the electronic invoice is a full replacement of the invoice, and the invoice will be submitted to the Customer by RESCO only in electronic form, and therefore an invoice prepared in paper form to the Customer will not be sent.

The Parties agree that RESCO is obliged to observe the following rules for the delivery of electronic invoices when sending electronic invoices:

- a) RESCO is obliged to send electronic invoices in the ".pdf" format.
- b) RESCO is obliged to send electronic invoices to the Customer's e-mail address as stipulated in Annex D

The Customer declares that it has access to the e-mail address referred above in this article of the Agreement and that such access will be provided throughout the period of sending the electronic invoice. The Customer declares that it is able to technically accept an electronic invoice and ensure the credibility of its origin, the integrity of the content and readability.

5.6 The Parties agree that the Customer may opt to pay for RESCO Products also via the 2Checkout platform provided by Avangate B.V., with the registered seat at De Cuserstraat 93, 2nd floor, 207-208 office, 1081 CN Amsterdam, the Netherlands ("Avangate") by indicating this method of payment in the Order Confirmation. Afterwards RESCO will send to the Customer instructions including a web link to 2Checkout platform in order to execute the payment. The Customer hereby agrees and understands that Avangate acts exclusively as payment agent of RESCO based on separate agreement between RESCO and Avangate; to avoid any doubt Avangate does not (re)sell or (sub)license the Software to the Customer. Terms and conditions of this Agreement will apply accordingly however due to given payment method, an invoice to the Customer for RESCO Products will be issued by Avangate under terms and conditions stated by Avangate. RESCO will perform the Activation or the Renewal when it is proved that the Customer fully paid the invoice issued by Avangate. The Parties will agree in the Annex B of this Agreement on how the Parties will bear all the costs associated with the abovementioned transaction including any remuneration (charge) required by Avangate (e.g. by including the costs into respective License Fees).

6 USE AND ACCEPTABLE USE POLICY

6.1 The Customer is obliged to use and ensure that each User will use the Software only to the extent allowed by the Software features and functionalities and in accordance with the following rules of usage ("Acceptable Use Policy"). RESCO's Acceptable Use Policy inter alia aims to protect the interests of all RESCO's customers and business partners, as well as RESCO's goodwill and reputation.

6.2 When using the Software, the Customer undertakes to act in accordance with the user manuals, also available at https://docs.resco.net/wiki/How_to_report_requests.

6.3 The Customer undertakes not to use the Software in any other way that could violate RESCO's rights, in particular in any way alter or decompile the Software or take similar steps to obtain the source code of the Software or remove or change RESCO's trademarks or designations.

6.4 Except and only to the extent permitted by applicable Copyright Act or license terms governing the open-source components of the Software, the Customer undertakes not to modify or interfere with the Software in any way other than allowed by routine use of Software settings; modification means reworking the Software, specifically means changes made to the source code or metadata supplied. It is not permitted to perform or allow any other person to perform any of the following:

- (a) reverse engineer, create derivative works or decompile the Software or any part of it, except to the case and to the extent expressly permitted by applicable law, notwithstanding this limitation. If the applicable law permits such activity, any information obtained in this way may not be disclosed to third parties. Exceptions are cases where the provision of such information is required by law and the Customer must immediately inform RESCO of such information. All such information will be treated as confidential and protected by RESCO.
- (b) modify, change or translate the Software, including making changes to the Software, applications and databases contained in the Software, other than those to which access is made available through the Software and described in the documentation.
- (c) without the prior written consent of RESCO, the Customer may not make any changes to the Software, including making changes to adapt the Software to use on its device. Means for permitted modifications to the Software are provided with the software, permitted modifications and descriptions are included in the documentation provided.
- (d) correct errors in the Software without the prior written consent of RESCO.
- (e) rent, license, assign or transfer any rights granted under this Agreement and other rights relating to the Software to any person or allow the Software or any part of it to be copied to devices other than owned or controlled by the Customer.

- 6.5 The Customer is solely responsible for the content that it places, saves or submits through RESCO Application. The Customer also undertakes when using the Software to secure and control
- (a) truthfulness of the data, including personal data entered by the Users,
 - (b) prohibition of sending spam and unsolicited posts, including commercial offers and direct marketing in violation of applicable laws,
 - (c) collecting information about others, including e-mail addresses, in compliance with data protection laws,
 - (d) prohibition of the use of material that is vulgar, obscene, unlawful or violating third party's intellectual property right(s),
 - (e) publication, posting, uploading, or otherwise distributing any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy) with all necessary rights and consents,
 - (f) prohibition, without reason, or by assertions not based on truth, to challenge specific individuals or entities,
 - (g) not to include claims that advocate or incite violence, fanaticism, racism, sexism, hatred of specific people or groups of people, especially ethnic or religious groups,
 - (h) prohibition to use the Software in a way that impacts the normal operation, privacy, integrity or security of another's property, in particular to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless the Customer has the appropriate express prior consent. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations. Examples of prohibited actions include, in particular hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.
- 6.6 The Customer is obliged not to use the Software in a way that causes or may cause RESCO to be blacklisted.
- 6.7 RESCO does not allow the misuse of other person's personal data or the use of fictional data.
- 6.8 The User may have only one Account. The Customer is not entitled to assign or lease the Account and thus the authorization to use the Software without the prior written consent of RESCO to a third party.
- 6.9 The Customer is obliged to ensure that Users will securely keep their User Account username and password confidential.
- 6.10 The Customer is obliged to monitor compliance of its Users and promptly report known or suspected violations of this Acceptable Use Policy to RESCO.

7 DATA PROTECTION AND CUSTOMER DATA

When processing the Customer data in RESCO Product(s), the Customer is a controller of Customer data including personal data, in meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") and/or applicable national data protection laws. The Customer hereby acknowledges that

- (a) RESCO does not process any Customer data, therefore RESCO does not act either as the controller or processor, in meaning of the GDPR and/or applicable national data protection laws, and RESCO will not be liable for any act of processing Customer data;
- (b) Customer will be at all times solely liable and responsible for the full compliance of Customer data processing in RESCO Product(s) with the GDPR and/or applicable national data protection laws.

If RESCO Product(s) makes use of Third-Party Product that enables the transfer of personal data to Third Party Supplier location services, the Customer agrees to Third Party Supplier Privacy Policy that is accessible on Third Party Supplier website as listed in Annex B.

8 LIABILITY FOR DEFECTS AND LIABILITY FOR DAMAGE

- 8.1 The Customer understands and explicitly agrees to use the Software at its own risk and that the Software is provided "as is" and "as available".
- 8.2 RESCO declares that the Software is provided at normal quality so that it substantially complies with the specification in the Documentation, complies with legal requirements and is free from legal defects.

8.3 In the case of functional defects of the Software that do not allow the use of the Software according to its specification and features and functionalities specified in the Documentation, the Customer has the right to remove them free of charge. RESCO undertakes to remove the Software defects, if applicable, at the next update.

8.4 The Parties agree that RESCO makes no warranties that the Software is error-free or that it will meet the Customer's requirements or that its use will be problem-free or that it will work in conjunction with any other software, and RESCO will not be liable for such defects. No advice or information, whether verbal or written, obtained by the Customer from RESCO or through the Software, makes any warranty unless expressly stated in the Customer License Terms.

8.5 RESCO will not be liable for the malfunction or defect of the Software as a result of misuse or a combination of hardware, software and / or malicious computer programs.

8.6 RESCO will not be liable for any damages, including damages caused to the Customer by incorrect data entry in the use of the Software.

8.7 RESCO warns that the correct functionality of the Software depends on a number of factors, notably the performance and compatibility of the hardware on which the Software is installed, the correct functioning and integration of third-party applications included in the Software, as well as environment where the Software is installed and running. RESCO is not responsible for the suitability of the Customer's hardware and software environment and therefore cannot guarantee the functionality of the Software at all times. RESCO expressly warns that, regardless of the fact that it takes the utmost care in creating and updating the Software, the Software may have features and functionalities that in some situations or in combination with some other factors may result in malfunction or error of the Software. Therefore, the Customer is obliged to:

- properly and sufficiently back up all its data; and
- take such measures that any malfunction or failure of the Software does not result in damage exceeding the foreseeable damage specified below.

8.8 To the maximum extent permitted by applicable law, in no event will RESCO, its employees or its (sub) licensors be liable for any lost profit, income or sale, or for any loss of data, or for the costs incurred to procure goods or services, for property damage, personal injury, business interruption, loss of business information, or any special, direct, indirect or incidental damages, however caused, whether resulting from a contract, willful act, negligence or other fact giving rise to liability, arising from the use or inability to use the Software, even if RESCO or its (sub) licensors were aware of the possibility of such damage. In any case the liability of RESCO, its employees or licensors is limited to the amount of yearly License Fee for RESCO Product(s) and in the case of Free Trial, up to the amount of yearly License Fee for one month's use of RESCO Product(s) in the basic package according to the current price list of RESCO.

9 CONFIDENTIALITY

9.1 For the purpose hereof, the term "Confidential Information" will mean, in relation to a Party, any and all information (communicated orally, visually, in writing, electronically or in any other form) of technical, production, commercial, financial, operational, planning, marketing, economic or any other nature relating to such Party in any respect, including, but not limited to, any proprietary rights (such as, on the part of RESCO, object code and source code of the Software, and Documentation) and any personal data (within the meaning of the applicable personal data protection regulations) being processed by such Party for any purpose, regardless of whether or not such information is subject to the banking or business secrecy or is otherwise protected pursuant to the applicable legal regulations, but excluding any information which, at the time of its disclosure to the other Party, has already (i) been part of the public domain, (ii) disclosed to the other Party on a non-confidential basis by a person who is authorized to disclose, and owes the disclosing Party no obligation of confidentiality in respect of, such information, or (iii) obtained by the other Party from its own activities. For the avoidance of doubt, the Confidential Information will, in any case, also include any information respecting the existence of this Agreement, its contents and terms and conditions, the transactions contemplated hereby or any ancillary matter.

9.2 Each Party will maintain total confidentiality on, and protect, all the other Party's Confidential Information disclosed to the receiving Party in any way or form in connection with this Agreement.

9.3 Save as may be authorized by a prior written express consent of the disclosing Party, in protecting the Confidential Information of the disclosing Party, the receiving Party will

- (a) use any such Confidential Information solely for the purpose of performing its obligations hereunder and those other purposes as specifically authorized hereby and not for its own benefit or for the benefit of any third party,
- (b) not disclose such Confidential Information to any persons other than (i) the persons referred to in subsection 9.3(c) and (ii) subject to section 9.4, a person(s) having the statutory or court-adjudicated authority to receive such Confidential Information,

- (c) limit access to the disclosing Party's Confidential Information only to those of its directors, employees and other persons used by the receiving Party to perform its obligations hereunder who have a need to know such information in order to discharge their duties associated with performance of the receiving Party's obligations hereunder and who are obliged to maintain confidentiality on and protect such Confidential Information by a written agreement at terms not less strict than those set out in this article 9,
- (d) carefully keep all records, documents and other materials containing any Confidential Information of the other Party in any way or form (including, without limitation, their duplicates and extracts from them) ("Confidential Materials"), and
- (e) take such other precautions as may be necessary under circumstances to protect the other Party's Confidential Information.

9.4 If any Party becomes compelled by the applicable legal regulations or an enforceable court order to disclose any Confidential Information of the other Party to a third party, such Party will (i) promptly notify the other Party that such disclosure is required and use all reasonable efforts to agree with the other Party upon the timing and extent of such disclosure so that the other Party may seek, if appropriate, a protective order or another appropriate remedy or measure to protect its rights and interests in respect of the Confidential Information concerned, and (ii) in any case use all reasonable efforts to limit such disclosure to the extent required by the applicable legal regulations or the relevant court order and to maintain confidentiality of the disclosed information to the maximum extent possible.

9.5 Unless otherwise explicitly agreed by the Parties in writing, upon any termination hereof, each Party will promptly return to the other Party or, in the other Party's sole discretion, destroy and certify to the other Party the destruction of, all such Confidential Materials containing the other Party's Confidential Information (including uninstallation and destruction of all copies of Software and Documentation) that are then in the possession or control of the Party mentioned first.

9.6 Each Party will remain to be bound by its obligations hereunder in respect of any Confidential Information of the other Party unless and until (i) such Confidential Information becomes a part of the public domain otherwise than by reason of any act made by the receiving Party in contradiction to this article 9, or (ii) are disclosed to the receiving Party on a non-confidential basis by a person who is authorized to disclose, and owes the disclosing Party no obligation of confidentiality in respect of, such information.

10 TERM AND TERMINATION

10.1 This Agreement is entered into for a definite period of time, which will continue for a period of one (1) year from the Execution Date, unless it is terminated as provided for in section 10.2 ("Term"). This Agreement will renew automatically on a one (1) year basis unless it is terminated as provided for in section 10.2 or either Party gives written notice to other Party as to its intent not to renew this Agreement at least thirty (30) days prior to the first Term or any Term.

10.2 This Agreement may be terminated by agreement of Parties or by giving notice by one Party. Either Party may terminate this Agreement with or without stating a reason, as to any or all RESCO Product(s) upon thirty (30) days' notice to the other Party. The notice period will commence on the day following the day of notice delivery pursuant to article 11., section 11.4 of this Agreement. With no prejudice to right of Customer to terminate this Agreement under article 11 section 11.2 of this Agreement, if the Customer terminates this Agreement for convenience, or if RESCO terminates this Agreement due to Customer's default, the Customer is not entitled to claim against RESCO any refund of any remainder of the already paid License Fee. If RESCO terminates this Agreement for convenience, or if Customer terminates this Agreement due to RESCO's default, then Customer shall be entitled to a pro-rated refund of any pre-paid License Fee.

10.3 License Term is twelve (12) months, unless otherwise agreed in the Order Confirmation. License Term will automatically renew for twelve (12) months. To prevent renewal of the License Term, the Customer or RESCO must give written notice of non-renewal and this written notice must be received no less than thirty (30) days in advance of the end of the initial or any renewed License Term.

10.4 RESCO may suspend any User's access to any or all RESCO Product(s) without notice for use of the Software in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement.

10.5 RESCO will provide the Customer with notice of non-payment of any amount due. Unless the full amount has been paid, RESCO may suspend Customer's access to any or all of RESCO Product(s) ten (10) days after such notice.

10.6 The provisions of articles 9 and sections 10.6, 11.5 and 11.6 will survive any termination hereof.

11 FINAL PROVISIONS

11.1 RESCO may update and change any part or all of the Customer License Terms. If RESCO updates or changes the Customer License Terms, the updated Customer License Terms will be posted on <https://www.resco.net> and RESCO will notify the Customer via email or in-app notification. The updated Customer License Terms will become effective and binding on the next business day after they are posted.

11.2 If the Customer does not agree with a modification to the Customer License Terms the Customer must notify RESCO in writing within thirty (30) days after receiving notice of modification. If the Customer delivers this notice, the Customer's License will continue to be governed by the terms and conditions of the Customer License Terms prior to modification for the remainder of the current License Term. Upon renewal, the Customer License Terms published by RESCO on RESCO's website will apply.

11.3 Unless otherwise expressly provided for herein or unless the context requires otherwise, in this Agreement and for its purpose: (a) the headings are inserted for reference only and will in no way affect the interpretation hereof, (b) a reference to a recital, article, section, subsection or annex is a reference to the recital, section, subsection or annex hereof so numbered, (c) a reference to any regulation or a specific provision of any regulation is a reference to that regulation or provision as amended, supplemented or replaced from time to time (whether before, on or after the Execution Date), (d) a reference to any document is a reference to that document as amended, supplemented or replaced from time to time (whether before, on or after the Execution Date), (e) terms denoting a person will include successors and permitted assigns of that person, (f) any capitalized term defined in any clause hereof will have the same meaning throughout the remainder of this Agreement, (g) any capitalized term defined herein is equally applicable to both singular and plural forms of such a term and (h) the term "Business Day" means any calendar day (other than a Saturday, Sunday or public holiday) when banks in the Slovak Republic are open for normal business.

11.4 Any request, consent, notice of termination or any other notice or communication related to, or associated with this Agreement, ("Notice") will be made in writing in the English language in the form of a separate official document attached to the email message and will be deemed given, only if delivered by electronic mail to the email address of the Party-addressee set out in this Agreement, as applicable, or to such other email address as notified by the Party-addressee to the Party-sender in accordance with this section 8.2 at least five (5) Business Days in advance. Any Notice given hereunder will be deemed to have been effectively given, upon receipt of the requested delivery confirmation from the Party-addressee or three (3) days of dispatch of the email by the Party-sender to the email address of the Party-addressee set out in accordance with this section unless the Party-sender receives an automated message that the email has not been delivered.

Unless a different delivery email address of the Party-addressee is notified to the Party-sender in accordance herewith, the delivery addresses of the Parties for the purpose hereof will be as follows:

(a) in case of the Customer:
Email: [email address]

(b) in case of the RESCO:
Email: recepacia@resco.net

11.5 This Agreement is governed by, and will be construed in accordance with, the laws of the Slovak Republic, regardless of the conflict of laws rules thereof.

11.6 All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one or three arbitrators appointed in accordance with the said Rules.

11.7 This Agreement together with all the documents attached hereto or referred to herein constitutes the entire agreement of the Parties respect the subject matter hereof and it supersedes any and all understandings, agreements, covenants or representations, whether oral or written, made between the Parties or by either of them prior to the date of conclusion of this Agreement in respect of the subject matter hereof or in connection therewith.

11.8 This Agreement is executed in handwriting in two (2) original copies with one (1) original copy to be received by each Party or electronically.

Should the Agreement be executed electronically, the Parties hereby agree that this Agreement is delivered and executed by electronic means using the DocuSign services (in portable data format - PDF or in any other digital mean of identifying that party's identity and approval of the counterpart) by any or both Parties agree to rely on the receipt of such document as if the original had been received. The Parties agree to sign this Agreement, any modification or supplement to the Agreement, as well as any Order, with electronic signature in compliance with the Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC

("eIDAS regulation"). The Parties hereby warrant and represent that such electronic signature is valid and legally binding in jurisdictions they may respectively be subject to. The Parties agree that if this Agreement or any applicable legal regulation requires written form, such form represents electronic form executed pursuant to this provision. Electronically signed counterpart of this Agreement will be received by each Party.

11.9 This Agreement may be modified or supplemented, as provided in this Agreement or by written agreement signed by both Parties.

11.10 If any provision hereof is held to be invalid or unenforceable in any jurisdiction, then such provision will be, so far as it is invalid or unenforceable, given no effect but without invalidating or rendering unenforceable any of the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. The Parties will promptly agree on a substitute provision giving as near as possible the same effect as that given by the ineffective provision.

The parties DO HEREBY ACKNOWLEDGE that their contractual freedom is in no way restricted, they enter into this Agreement based on their free and serious will, voluntarily, with certainty, nor under duress neither any manifestly disadvantageous terms, being fully aware of all consequences following from such action and, in witness whereof, this Agreement has been executed by each Party acting through the person duly authorized to do so.

Annexes:

Annex A – Order Confirmation (template)
Annex B – Fee list
Annex C – RESCO Multi-Tier IT Support
Annex D – Customer Payment Detail Form

Customer:

Name: []
Position: []
Place : []
Date: [date]

RESCO:

RESCO spol. s r.o.

Name: []
Position: []
Place: Bratislava, Slovak Republic
Date: [date]

Annex A

Order Confirmation

resco.net

Order Confirmation#

To:

From: Resco spol. s r.o.
Mlynske Nivy 5
82109 Bratislava
Slovakia

ID: ICO: 35768916
VAT: SK2020232390
DIC: 2020232390

SUMMARY

Total Amount:
Due Date:
Created:
Payment Method

0.00 USD/EUR
Date
Date
wire transfer to bank account:

Account Name:
IBAN
SWIFT(BIC):
Bank Name:
Address:

RESCO spol. s r.o.
SK02 0200 0000 0020 6289 1151
SUBASKBX
VUB, a.s.
Mlynske nivy 1, 829 90 Bratislava, Slovakia

Information For Beneficiary:

order confirmation #

Order Type
Account Manager
Effective from / to:

N/R/U
Name
Date / Date

| # | Product | Quantity | Price | NET Sub Total |
|--------------|--------------|----------|--------------|---------------|
| 1 | Product Name | 1.00 | 0.00 USD/EUR | 0.00 USD/EUR |
| 2 | Product Name | 1.00 | 0.00 USD/EUR | 0.00 USD/EUR |
| VAT (20%) | | | | 0.00 USD/EUR |
| NET Total | | | | 0.00 USD/EUR |
| Total Amount | | | | 0.00 USD/EUR |

Annex B

Fee list

RESCO Power Components

Made specifically for solution architects and consultants building low-code / no-code business apps, allowing you to quickly extend the capabilities of your Microsoft Power Apps and Microsoft Power Pages.

| Plan | Price | Description |
|-----------------------------|--------------|---|
| Starter Library | €0 / month | Free plan without support. Includes components like Checklist, Tree Lookup, Kanban Board, etc. |
| Essential Components | €159 / month | Price per component in a single production app. Includes Hierarchy Control, Visual Timeline, Tree View, Multiselect Dropdown. |
| Advanced Components | €409 / month | Price per component in a single production app. Includes Scheduler (coming soon), Configurator (coming soon). |
| Professional Library | €829 / month | Unlimited apps within one production environment. Includes access to all Resco Power Components. |

Annex C

RESCO Multi-Tier IT Support Structure

| Tiers | Scope | Description | Responsibility |
|--------|------------------------------|---|--|
| Tier 1 | Basic Technical Support | <ul style="list-style-type: none"> General IT support in terms of the direct User issues (i.e. inability to connect to Backend, inability to access the RESCO App on the mobile devices) | Customer itself |
| Tier 2 | Specific Technical Support | <ul style="list-style-type: none"> the provision of the assistance with the Software customization issues using the available Documentation, received training and experiences; | Customer's implementation team/implementation Partner to Customer |
| Tier 3 | Code-Level Technical Support | <ul style="list-style-type: none"> RESCO technical support in terms of the support for the Software which includes: <ol style="list-style-type: none"> the provision of the assistance with the troubleshooting issues; the provision of the references to best practices; the provision of the assistance with the User and device management issues. basic Software functionality issues advanced Software questions | RESCO Support team in cooperation with RESCO Development team and/or RESCO Testing team to Customer's implementation team/implementation Partner |

Annex D

Customer Payment Detail Form

We hereby declare that the information provided herein are complete, true and correct and may be used for legal and/or tax purposes.

| | |
|--|--|
| Official company name: | |
| Headquarters address: | |
| Billing address if differs from above: | |
| Country of residence: | |
| Brief Industry description: | |
| VAT No.: (according to EU legislation) | |
| Company ID No. (if any): | |
| Other Tax No. / Tax abbrev: (according to local legislation) | |
| Sort Code / SWIFT / BIC: | |
| Name as it appears on account: | |
| Bank Name: | |
| Contact person for billing/invoicing: (name/phone No./email) | |