

# SERVICE TERMS AND CONDITIONS

Software-as-a-Service

## 1 INTRODUCTION

- 1.1 These Service Terms constitute an integral part of the Agreement and apply to Services in the form of provision of Software-as-a-Service (the "Solution") and implements Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of Data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 ("Data Act"). The provisions of these Service Terms prevail in the event of conflict with the provisions of the Agreement, the General Terms and/or other Service Terms.
- 1.2 Any access to and use of the Solution may be subject to and governed by additional terms and conditions, including an acceptable user policy. Such additional terms may be included in the Agreement or be provided by third party delivering the Solution.

## 2 THE SERVICES

- 2.1 Supplier will use commercially reasonable efforts to make the Solution set out in the Agreement available at all times, except for planned downtime and any unavailability caused by external events.
- 2.2 Supplier will use commercially reasonable efforts to correct any incidents, however, Supplier does not warrant that all incidents will be resolved or that a resolution will be achieved within a specific timeframe.
- 2.3 Supplier does not warrant any specific service levels for the performance of the Solution, nor that the Solution will be error-free or that the Solution will be without interruptions.
- 2.4 Any planned and agreed downtime will, to the extent reasonable possible, be placed outside of

normal business hours, e.g. at night or in the weekends.

- 2.5 Provided that Customer pays the fee, Customer is granted a time-limited, non-exclusive, non-transferable right to use the Solution, including any upgrades, updates, versions, releases, results from maintenances and development services, etc. provided by Supplier during the term specified in the Agreement.
- 2.6 Only Customer is entitled to use the Solution. Customer can only use the Solution for own purposes.
- 2.7 Customer can allow any affiliated company to use the Solution for such company's own purposes on the same terms as Customer, including terms regarding acquisition of the required user rights. Customer will remain directly liable for any use of the Solution and for compliance with the terms relating thereto, including for Customer's affiliated companies.
- 2.8 Customer shall use the Solution in accordance with normal and reasonable usage patterns consistent with the rights granted under the Agreement.
- 2.9 Supplier may implement reasonable technical measures to prevent excessive, abnormal or abusive use of the Solution that may negatively affect the stability, security or performance of the Services.
- 2.10
- 2.11 If Customer's use materially exceeds normal usage patterns associated with the selected service tier or agreed usage metrics, Supplier may require Customer to upgrade to a higher service tier or agree to adjusted pricing.

2.12 The Solution may be used only as expressly permitted unless otherwise permitted by mandatory legislation in force. It is expressly not permitted to:

- a) Break or circumvent any technical limitations;
- b) Reverse engineer, decompile or disassemble the Solution or use any other methods to gain access to source code of the Solution or any trade secrets embodied in the Solution;
- c) Modify or change the Solution or the object code;
- d) Allow a third party to perform changes or maintenance to the Solution on behalf of Customer;
- e) Publish or enable others to copy or access the Solution;

2.13 If Customer uses the Solution in violation of these Service Terms, Supplier may immediately and without notice cancel or terminate the Agreement with immediate effect on the grounds of material breach.

### **3 RIGHTS METRICS**

3.1 The right to use the Solution is granted pursuant to the rights metrics specified in the Agreement, including the restrictions specified therein.

3.2 Customer must at all times, ensure to have the appropriate number of licenses needed for Customer's actual use regardless of any organisational ties, including in terms of employment and affiliation.

### **4 INTELLECTUAL PROPERTY RIGHTS**

4.1 Customer acknowledges that Supplier (or its licensors) owns all copyright and intellectual property rights or industrial property rights in and to the Solution, including, but not limited to, the Solution's code. This also applies to any amendments, adjustments, upgrades etc. of the Solution. Customer must respect such intellectual rights, and Customer is liable for any breach of such rights, including a third party's unauthorised access to the Solution.

### **5 WARRANTIES**

5.1 The Solution is provided "as-is" meaning that the Solution is provided in whatever condition it presently exists.

5.2 Supplier however warrants that the Solution in all material aspects will work in accordance with provided specifications and any original documentation provided by Supplier, and that all material functions work, provided that the Solution is used for the intended purpose, in accordance with the specifications and on the computer hardware and with the operating system for which the Solution has been developed.

5.3 The above represents the only warranties, and Supplier provides no additional warranties of any kind, neither explicit or implicit. Supplier explicitly waives any warranties regarding marketability and suitability for a specific purpose.

## **6 SYSTEM REQUIREMENTS**

6.1 Customer is aware and recognises that use of the Solution may require and be comprised by specific system requirements and/or a software subscription. Such requirements are specified in the Agreement. Customer is responsible for complying with any such system requirements and for paying any related costs and fees. Supplier does not guarantee that the Solution is compatible with any future versions of Third-Party software.

## **7 TIME SCHEDULE AND DELIVERY**

7.1 The Solution will be delivered from the agreed time of delivery.

7.2 If a transition period or project has been agreed to facilitate the takeover of any activities, software, hardware etc. or other preparatory work enabling Supplier to provide the Solution from the agreed time of delivery, Supplier will provide the transition services as separate professional services and as set out in the Agreement.

## **8 CHANGES**

8.1 The Solution may at the sole discretion of Supplier be subject to changes from time to time, including by addition or removal of features, provided that such replacement does not have a material adverse effect on the Services as a whole. The changes may occur without notice. However, Supplier will use reasonable efforts to notify Customer in advance.

8.2 If the Solution is delivered using Supplier's software or hardware, Supplier may replace or upgrade the software or hardware without Customer's prior consent.

## **9 TERMINATION**

9.1 **General provisions**

- 9.1.1 Upon termination of the Agreement, regardless of the reason, Customer must immediately refrain from any use of and delete all copies of the Solution and remove them from Customer's systems.
- 9.1.2 Customer's termination notice must include information as to whether Customer wants to:
- a) Initiate Switching (as defined in clause 9.2.1 below); or
  - b) not to initiate Switching but erase Customer's exportable data and digital assets.
- 9.1.3 If the Agreement is terminated by a party other than Customer, Supplier shall request, and Customer shall immediately provide, the information set out in clause 9.1.2 above.
- 9.1.4 If Customer's termination notice does not include the information set out in clause 9.1.2 above, Customer is deemed to have requested initiation of Switching.
- 9.1.5 Notwithstanding anything to the contrary, including if the Agreement is terminated for cause or pursuant to statutory law, the Agreement will be considered to have effectively terminated only when one of the following events has occurred ("Termination Effective Date"):
- a) On the successful completion of Switching (as defined in clause 9.2.1 below);
  - b) If Customer does not wish to Switch but to erase Customer's exportable data and digital assets, at the end of the termination notice period; or
  - c) Upon decision by a competent court or other competent public authority to terminate the Agreement.
- 9.1.6 The Agreement will continue and not be deemed terminated or expire before the Termination Effective Date. For the avoidance of doubt, this clause does not affect any other rights or remedies available to a party.
- 9.1.7 Supplier must inform Customer of the occurrence of the Termination Effective Date, e.g. after successful completion of the Switching process.
- 9.1.8 Until the occurrence of the Termination Effective Date, the Agreement, including Customer's obligation to pay all charges

associated with the Services, provisions on auto-renewal etc., remains in full force and effect.

- 9.1.9 Should the Termination Effective Date occur before the end of a Subscription Term, the agreed expiry date of the Agreement or expiry of a non-termination period, the early termination fees set out in the Agreement will apply and immediately become due and payable. If no early termination fee is set out in the Agreement, the early termination fee constitutes the payments Customer would have had to pay for the period from the Termination Effective Date until the end of then-current Subscription Term, the agreed expiry date of the Agreement or expiry of a non-termination period (as applicable). This clause does not apply if (i) Customer rightfully terminates the Agreement for cause, or (ii) Supplier terminates the Agreement for convenience.

## 9.2 THE SWITCHING PROCESS

- 9.2.1 This clause 9.2 above applies only if Customer has requested to change from using the Services to using another supplier of the same service type, or other service, offered by a different supplier, or to an on-premises ICT infrastructure, including through extracting, transforming and uploading the data ("Switching").
- 9.2.2 All parties, including destination providers of replacement services, shall cooperate in good faith to make the Switching process effective, enable the timely transfer of data and maintain the continuity of the Services.
- 9.2.3 If requested by Customer, Switching shall be
- a) Initiated upon expiry of the termination notice; and
  - b) Completed without undue delay and in any event no later than 30 calendar days after expiry of the termination notice (the "Transition Period").
- 9.2.4 For the avoidance of doubt, Customer's request for Switching shall be deemed a notice of termination of the Agreement for convenience by Customer.
- 9.2.5 If the length of the Transition Period is not technically feasible, Supplier may extend the Transition Period for up to a maximum period of seven months from expiry of the termination notice, provided that Customer is notified hereof in writing within 14 working days after

receiving notice to initiate Switching. Supplier's notice must include (a) the length of the alternative Transitional Period and (b) justification of the technical unfeasibility.

9.2.6 Customer may at any time extend the Transitional Period once for a period to be decided by Customer by notifying Supplier hereof in writing. Customer's notice must include the length of the alternative Transitional Period.

9.2.7 Notwithstanding anything to the contrary, the Transitional Period shall not expire until the Termination Effective Date.

9.2.8 During the Transitional Period, Supplier must:

- a) Provide reasonable assistance to Customer and third parties authorised by Customer with Switching process;
- b) Act with due care to maintain business continuity, and continue the provision of the Services;
- c) Provide clear information concerning known risks to continuity in the provision of the Services;
- d) Ensure that a high level of security is maintained throughout the Switching process, in particular the security of the data during their transfer and the continued security of the data during the Data Retrieval Period (as defined in clause 9.2.16 below), in accordance with applicable European Union or national law;

9.2.9 During the Transitional Period, Supplier must:

- a) Make open interfaces available to an equal extent to all its customers and the concerned destination providers of services free of charge to facilitate the Switching process. Those interfaces shall include sufficient information on the Services to enable the development of software to communicate with the Services, for the purposes of data portability and interoperability;
- b) If common specifications based on open interoperability specifications or harmonised standards for interoperability have been, or is, published in the central union standards repository for the interoperability of data processing services, ensure compatibility with such common specifications or harmonised standards at least 12 months after such were published,

and update the online register set out in clause 10.1.d) below accordingly;

- c) If common specifications based on open interoperability specifications or harmonised standards for interoperability have not been published in the central union standards repository for the interoperability of data processing services, and in the case of switching between services of the same service type, at the request of Customer, export all exportable data in a structured, commonly used and machine-readable format.

9.2.10 Notwithstanding anything to the contrary, Supplier is not required to develop new technologies or services or disclose or transfer digital assets that are protected by intellectual property rights or that constitute a trade secret, to a Customer or to a destination provider of services or compromise Customer's or Supplier's security and integrity of service.

9.2.11 Customer undertakes to take all commercially reasonable measures to achieve effective Switching. Customer is responsible for the import and implementation of data and digital assets in their own systems or in the systems of a destination provider.

9.2.12 Customer is obligated to ensure that any third parties authorised by them, including a destination provider, are subject to a confidentiality obligation which ensure complete confidentiality with respect to Supplier's intellectual property rights and trade secrets. Customer shall only give access to these materials to third parties or to a destination provider insofar as necessary to complete the Switching process until the end of the agreed Transitional Period.

9.2.13 Customer must inform Supplier in writing immediately upon successful completion of the Switching process.

9.2.14 Switching is deemed to be successfully completed if:

- a) Customer has notified Supplier hereof;
- b) The agreed metrics for successful completion has been achieved, if such have been agreed; or
- c) Supplier has notified Customer in writing hereof, without having knowledge to the

contrary, and Customer has not objected hereto within 30 calendar days.

9.2.15 Upon expiry of the Transition Period, a data retrieval period of 30 calendar days, or such longer agreed period, begins (the "Data Retrieval Period"). During the Data Retrieval Period, Customer may retrieve or erase their data.

9.2.16 Upon expiry of the Data Retrieval Period, Supplier shall ensure full erasure of all exportable data and digital assets generated directly by Customer, or relating to Customer directly, to the extent Supplier is not required to retain such data in accordance with applicable Union or national law.

## 10 GENERAL INFORMATION

10.1 Supplier's website <https://slize.io/terms> includes the following mandatory information required by the Data Act, which constitute an integrated part of these Service Terms:

- a) An exhaustive specification of all categories of data and digital assets that can be ported during the Switching process, including, at a minimum, all exportable data;
- b) An exhaustive specification of categories of data specific to the internal functioning of the Services that are to be exempted from the exportable data under clause 10.1.a) above where a risk of breach of Supplier's trade secrets exists, provided that such exemptions do not impede or delay the Switching process;
- c) Information on available procedures for Switching and porting to the Services, including information on available Switching and porting methods and formats as well as restrictions and technical limitations which are known to Supplier;

d) An up-to-date online register with details of all the data structures and data formats as well as the relevant standards and open interoperability specifications, in which the exportable data referred to in clause 10.1.a) above are available;

e) The jurisdiction to which the ICT infrastructure deployed for data processing of the Services is subject;

f) A general description of the technical, organisational and contractual measures adopted by Supplier in order to prevent international governmental access to or transfer of non-personal data held in the European Union where such access or transfer would create a conflict with European Union law or the national law of the relevant member state.

g) Services that involve highly complex or costly Switching, or for which it is impossible to switch without significant interference in the data, digital assets or service architecture, where relevant;

h) Specific services where the obligations on Switching and exit do not apply, where relevant

10.2 Supplier's website will be continually updated when relevant. Customer is advised to regularly keep itself informed of any updates and changes by visiting the website.

10.3 The Agreement specifies the:

- a) Standard service fees;
- b) Early termination fees; and
- c) Any switching charges.

10.4 Supplier will support Customer's exit strategy relevant to the Services, including by providing all relevant information.