

GENERAL TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS govern the use of and access to the Services provided by CTO2B, UAB ("**CTO2B**"). A client (the "Client") may order the Services from CTO2B by entering into a Purchase Order with CTO2B as described below.

Each Purchase Order, together with these General Terms and Conditions, Data Processing Addendum, and any incorporated or attached Schedules, annexes and documents, constitutes a separate (from any other agreements) and individual agreement between CTO2B and the Client (each an "**Agreement**"). These General Terms and Conditions do not constitute a contract unless accompanied by a duly executed Purchase Order between CTO2B and the Client.

1. DEFINITIONS AND INTERPRETATION

1.1. In the Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

<i>Additional Services</i>	has the meaning given to it in Clause 3.1.6;
<i>Affiliate(s)</i>	means, when used with respect to an entity, any other entity directly or indirectly controlling, controlled by or under common control with the subject entity. For purposes of this definition, "control" means the direct or indirect ownership of 50% or more of the outstanding voting securities of an entity, or the right to 50% or more of the profits or earnings of an entity, or the right to control the policy decisions of an entity;
<i>Agreement</i>	means a separate (from any other Agreements) and individual agreement for the provision of Services (as defined below) comprising the specific Purchase Order, these General Terms and Conditions, any schedules, and any annexes, as may be amended, varied or replaced from time to time;
<i>Applicable Law</i>	with respect to any person, all provisions of laws, statutes, ordinances, rules, regulations, permits, certificates, judgments, decisions, decrees or orders of any governmental authority applicable to such person. These include Compliance Legislation and the Data Protection Law;
<i>Authorised User</i>	a member of the Client's Personnel approved and nominated by the Client for access to use the Platform;
<i>Business Day</i>	any day other than a Saturday, Sunday or bank or public holiday in Lithuania;
<i>Business Hours</i>	8:00 a.m. to 5:00 p.m., EET/EEST, on Business Days.

<i>Claim</i>	any third-party action, assessment, prosecution, or other claim in relation to the acts and/ or omissions (in each case, whether actual or alleged) of a person;
<i>Client Infrastructure</i>	the cloud infrastructure services operating in the Cloud Service Provider's environment that the Client uses in connection with the Platform and that CTO2B has agreed to support;
<i>Client Responsibility</i>	refers to the obligations and dependencies of Client for the performance of the Agreement. This includes the Client Infrastructure and all tasks and actions described in the Agreement, with particular reference to those expressly listed in Schedule B to the General Terms and Conditions;
<i>Cloud Service Provider</i>	means the cloud service provider indicated in the Purchase Order;
<i>Cloud Service Provider Rules</i>	rules, regulations, terms, and conditions (from time to time) issued by a Cloud Service Provider in relation to any use of such Cloud Service Provider's products and services;
<i>Compliance Law</i>	has the meaning given to it in Clause 8.5.1;
<i>Confidential Information</i>	means any information disclosed by one Party to the other Party at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) in relation to the Agreement. In the event of any doubt as to whether any information is confidential, the Party shall treat such information as confidential until the other Party confirms in writing that such information is not confidential;
<i>Configuration Fee</i>	a one-time fee specified in the Purchase Order (if any) to be paid by the Client to CTO2B for the configuration of the Services for the production use of the Client;
<i>Credentials</i>	any username, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an Authorised User's identity and authorization to access and use Platform;
<i>Data Protection Law</i>	means, to the extent applicable to either Party or the Services, all data protection or privacy Applicable Laws regulating either Party or the processing of Personal Data;
<i>Default</i>	in relation to a Party, it (i) is or becomes unable to pay its debts as they fall due; (ii) is or becomes bankrupt or insolvent; (iii) is

or becomes the subject of an order or resolution for its liquidation, administration, winding up or dissolution (other than for the purposes of a solvent amalgamation or reconstruction); (iv) is or becomes subject to an administrative or other receiver, manager, liquidator, administrator or similar officer appointed over all or any of its assets (or where notice of intention to appoint an administrator is given); or (v) being or becoming subject to an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer being appointed over all or a substantial part of its assets (or notice of intention to appoint an administrator being given in respect of the Party); (vi) entering into or proposing any composition or arrangement with its creditors generally; or (vii) being or becoming subject to any analogous event or proceeding in any applicable jurisdiction;

<i>Disclosing Party</i>	the party disclosing the Confidential Information;
<i>Documentation</i>	the Platform documentation published by CTO2B on the internet website https://docs.prod.cto2b.eu/ , as may be amended from time to time;
<i>Due Date</i>	has the meaning given to it in clause Error! Reference source not found. ;
<i>Effective Date</i>	means an effective date of the specific Purchase Order;
<i>Fees</i>	the Configuration Fee, the Subscription Fee and any other the charges payable by the Client to CTO2B as set out in the Agreement;
<i>Force Majeure</i>	any event or circumstances outside the reasonable control of the Party liable to perform including fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic or pandemic (and any associated lock-downs), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, Sanction, change in law, blockage, embargo, interruption or failure of supplies including electricity or telephone/network service, or (save where, but only to the extent, involving the employees of the Party otherwise seeking to claim Force Majeure) labour dispute, strike or lockout;
<i>Go-Live Date</i>	Unless otherwise specified in the specific Purchase Order, the earlier of the date:

- on which CTO2B notifies the Client that the Services are configured and ready for use by the Client (regardless of whether the Client has started using the Services in its test or production environment); or
- the first live (non-test) use of the Services or the Platform by (or on behalf of) the Client;

<i>Indemnified Party</i>	has the meaning given to it in Clause 9.1;
<i>Indemnifying Party</i>	has the meaning given to it in Clause 9.1;
<i>Initial Term</i>	has the meaning given to it in the specific Purchase Order;
<i>Intellectual Property Rights</i>	any invention, patent, utility model right, copyright and related right, registered design, unregistered design right, trade mark, trade name, internet domain name, design right, design, service mark, database right, topography rights, rights in get-up, rights in goodwill or to sue for passing off and any other rights of a similar nature or other industrial or intellectual property rights owned or used by a Party in any part of the world whether or not any of the same is registered (or capable of registration), including applications and the right to apply for and be granted, extensions or renewals of, and rights to claim priority from, such rights and all equivalent or similar rights or protections which subsist now or will subsist in the future;
<i>Loss(es)</i>	all losses, liabilities, damages, costs, expenses (including reasonable management time, legal fees and charges) arising from or in connection with any act or omission of a person or entity under or in relation to the Agreement and/or any third-party actions, assessments, fines, penalties, proceedings, claims, allegations, or demands;
<i>Materials</i>	any materials, information, data, or software provided by one Party to the other and which, for example, includes (i) the logos, trade marks and branding of each of the Parties; (ii) the Documentation, and (iii) data or information obtained from the Services;
<i>Party</i>	means either a Client or CTO2B, as indicated by the context, and "Parties" means Client and CTO2B;
<i>Personal Data</i>	means, to the extent applicable to either Party or the Services, information that relates to an identified or identifiable individual;
<i>Personnel</i>	the employees, staff, agents, contractors, officers, directors

and/or other representatives of a Party;

<i>Platform</i>	CTO2B's software, systems, data, data bases, websites, and APIs through which CTO2B makes available the Services;
<i>Purchase Order</i>	a purchase order between CTO2B and the Client for the purchase of the Services, which together with the General Terms and Conditions, Schedules, and any other documents attached to or incorporated by reference, constitutes an individual Agreement between CTO2B and the Client;
<i>Renewal Term</i>	has the meaning given to it in the specific Purchase Order;
<i>Sanction</i>	any sanction administered or enforced by the United States, the United Nations Security Council, the European Union, any European Union member state, the United Kingdom, or other relevant sanctions authority, including diplomatic, travel, trade, financial sanctions or embargoes; " <i>Sanctioned Entity</i> " means a person, entity or country who is subject to a Sanction;
<i>Service Levels</i>	the target performance levels applicable to the operation of the Platform as set out in Schedule C to the Purchase Order;
<i>Service Plan</i>	the specific package or description of the Service provided by CTO2B, outlining the features, functionality, usage limits and support levels offered. Available Service Plans are listed in Schedule A to these General Terms and Conditions and the specific Service Plan applicable to a Purchase Order is specified in that Purchase Order;
<i>Services</i>	the subscription-based access to the Platforms' functionalities, governed by the Agreement's terms and conditions and assured by the Service Levels; the " <i>Services</i> " do not include Additional Services;
<i>Subscription Fee</i>	a recurring fee to be paid by the Client to CTO2B for the Services, as specified in the specific Purchase Order;
<i>Tax</i>	means any tax, including any sales taxes (including VAT), withholding tax, levies or other duties, imposed by any taxing, revenue or fiscal authority in terms of Applicable Law;
<i>Year</i>	a period of twelve (12) months starting on the Go-live Date and each anniversary of that date during the term of the Agreement.

- 1.2. In the Agreement, unless the context requires a different interpretation:
 - 1.2.1. the singular includes the plural and vice versa;
 - 1.2.2. unless expressly stated otherwise, references to sub-clauses, clauses, Schedules or appendices are to the relevant sub-clauses, clauses, Schedules or appendices of these General Terms and Conditions;
 - 1.2.3. a reference to a person includes firms, companies, government entities, trusts and partnerships;
 - 1.2.4. “include”, “includes” or “including” are understood to mean “without limitation”;
 - 1.2.5. reference to any statute or statutory provision includes any modification, replacement, or amendment of it;
 - 1.2.6. the headings and sub-headings do not form part of the Agreement; and
 - 1.2.7. “writing” or “written” will include e-mail unless otherwise stated.
- 1.3. In the event of any conflict or inconsistency between the terms of the Agreement, the order of precedence shall be as follows (highest first): (i) the Purchase Order, (ii) the General Terms and Conditions; then (iii) the Schedules.
- 1.4. Reference in the Agreement to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than the Republic of Lithuania, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

2. PURCHASE ORDERS

- 2.1. These General Terms and Conditions do not in themselves constitute a binding commitment by Client to purchase or by CTO2B to sell and provide any Services. The Services will be purchased by Purchase Order(s) issued by the Client and accepted by CTO2B at its sole discretion.
- 2.2. In addition to the agreed details and specifications for the provision of the ordered Services, a Purchase Order shall include (i) a detailed description of the Services ordered; (ii) the Plan Schedule; (iii) the Fees and payment terms; (iv) the duration of the Services; and (v) any other features that the Parties deem relevant.
- 2.3. When signed by both Parties, a Purchase Order together with these General Terms and Conditions shall constitute a binding contract between the Parties. In the event of any conflict between the terms of the Purchase Order and these General Terms and Conditions, the terms of the Purchase Order shall prevail.
- 2.4. If the Client requests changes to the scope of the Services after the Client has signed the Purchase Order, CTO2B is entitled to adjust the Fees, delivery dates and other affected terms accordingly.
- 2.5. CTO2B may, at its sole discretion, prioritise Purchase Orders based on factors such as payment terms, project scope and resource availability.

3. SERVICES

- 3.1. In consideration of the Client paying the Fees and subject to Client's performance of the Agreement in accordance with its terms, CTO2B shall:
 - 3.1.1. configure the Services to ensure that they operate correctly on the Go-Live Date;
 - 3.1.2. perform the Services in accordance with the applicable Service Plan;
 - 3.1.3. endeavour to operate the Platform so as to meet or exceed the Service Levels;
 - 3.1.4. use reasonable effort to support the Client Infrastructure, but only to the extent made possible by the Platform;
 - 3.1.5. perform the Services (i) using reasonable skill and care; (i) in accordance with the terms of the Agreement; and (iii) in accordance with Applicable Law; and
 - 3.1.6. perform such other works and services as are not within the scope of the Services but which may be described in the relevant Purchase Order (the "**Additional Services**").
- 3.2. The Client will promptly provide CTO2B with such access, assistance, information, materials, cooperation, and consents as CTO2B may require to assist CTO2B in setting up, configuring and providing the Services and/or the Platform.
- 3.3. The Client shall:
 - 3.3.1. allow only Authorised Users to use the Services and Platform and only on the Client's behalf for its internal business purposes;
 - 3.3.2. use the Services and Platform only in accordance with the Documentation and other reasonable instructions given by CTO2B from time to time;
 - 3.3.3. be responsible for all access to the Platform and use of the Services by Client's Personnel;
 - 3.3.4. use the Services and the Platform in accordance with Applicable Law;
 - 3.3.5. take, and cause all Authorised Users to take, all measures necessary or advisable to ensure that all Credentials are (i) kept safe, secure and confidential; (ii) used only by the Authorised User to whom they were issued; and (iii) free from unauthorised use, disclosure or access. CTO2B shall be free to suspend any access rights if CTO2B reasonably believes that such access rights have been or may be used in breach of the Agreement or are otherwise compromised; and
 - 3.3.6. not without CTO2B's prior written agreement, create links (whether from any website or anything else) to any part of the Platform or Services which causes the Platform or Services to appear, or be accessible, in a form other than the form prescribed in the Agreement and/or the Documentation.
- 3.4. The Client shall not:
 - 3.4.1. access, store, distribute or transmit to or through the Platform or the Services any thing or device (including any software, code, file or program) that (i) disrupts, impairs or otherwise interferes with the operation of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device; (ii)

prevent, impair or otherwise adversely affect access to, or the operation of, any programme or data, including the reliability of any programme or data (whether by tampering with, altering, deleting or otherwise); or (iii) adversely affect the user experience, including worms, Trojan horses, viruses and other similar items or devices; or

3.4.2. exploit or attempt to exploit any weakness in the computational logic (e.g. code) of software and hardware components which, if exploited, would have a negative impact on confidentiality, integrity or availability;

and CTO2B reserves the right, without liability to the Client or prejudice to CTO2B's other rights, to disable or limit the Client's access to the Platform and/or the Services where it reasonably believes any of these events has occurred or may occur. Where practicable, CTO2B will notify the Client before or after taking such action and will explain the reasons for doing so.

- 3.5. The Client shall ensure the performance or provision of all obligations, activities and/or services required to enable, interface or interact with the Services, including any Client Responsibilities, in a professional and timely manner. To the extent that any failure, delay, incompleteness or inaccuracy in any Client Responsibility affects CTO2B's performance of its obligations, CTO2B shall: (i) be excused and shall not be considered in breach of such obligations; (ii) shall be allowed an extension of time to perform its obligations at least equal to the delay caused by the Client and such delay by CTO2B shall not be deemed to be grounds for termination of the Agreement; and (iii) be entitled to adjust its Fees and charge additional fees and other reasonable costs to the Client to the extent that such circumstances cause CTO2B to incur additional effort or cost. The Client shall immediately notify CTO2B in writing if the Client suffers a delay or anticipates a failure to perform one or more of the Client Responsibilities.
- 3.6. CTO2B may update the Platform, the Services and/or the Documentation in a manner that does not materially reduce their functionality, performance, availability, or security. CTO2B may replace any material part or functionality of the Platform and/or the Services with a materially similar part or functionality upon not less than three (3) months' notice to the Client.
- 3.7. CTO2B reserves the right from time to time to conduct planned maintenance, and to carry out updates or upgrades, to the Service and/or the Platform. CTO2B will use reasonable endeavours to minimise any material disruption or adverse effect on the provision of the Services caused by such planned maintenance, updates or upgrades. Where practicable, CTO2B will inform the Client in advance of such planned maintenance, updates, or upgrades. The Client acknowledges and agrees that such maintenance, updates, or upgrades may require the Client to make changes to the Client Infrastructure, its systems, processes and practices in order to maintain connection to the Services and the Platform.
- 3.8. The Client acknowledges and agrees that:
- 3.8.1. from time to time, and where possible with reasonable prior written notice provided to the Client by CTO2B (or if prior written notice is not practicable, notice to be given as soon as possible thereafter), CTO2B may carry out emergency or unplanned maintenance and/or suspensions of the Services and/or the Platform (including to

prevent or mitigate potential threats to the integrity or performance of the Platform or Services);

- 3.8.2. such emergency or unplanned maintenance may lead to an impact on or interruption to the Services and/or the Platform; and
- 3.8.3. CTO2B will use reasonable endeavours to minimise any material disruption or adverse effect on the provision of the Services caused by such emergency or unplanned maintenance and/or suspensions of the Services and/or the Platform.
- 3.9. Without prejudice to any of CTO2B's other rights under the Agreement, the Client agrees that CTO2B may, at any time, monitor the Client's (and any of its Authorised Users') access to the Platform and use of the Services (including for fraud and system performance reasons).
- 3.10. CTO2B will not be liable or responsible for any breach of the Agreement, any failure or delay in the provision of the Services or the Platform or performance of its obligations, or any breach of security or other failure of the Service or the Platform where and to the extent that the same is caused, or contributed to, by:
 - 3.10.1. the Client (or any third party) using the Services or Platform other than in accordance with the Agreement and the Documentation;
 - 3.10.2. the Client's failure or delay in complying with or performing (in whole or in part) any of its obligations, or meeting or fulfilling any Client Responsibility, under or in connection with the Agreement;
 - 3.10.3. any failure arising from or in relation to any:
 - 3.10.3.1. computer system, network, or other facility (including any system, network or other facility to which the Service is connected, such as computer systems operated by the Client) other than those for which CTO2B is taking responsibility for providing the Services in accordance with the terms of the Agreement;
 - 3.10.3.2. the Client Infrastructure;
 - 3.10.3.3. any services or products provided by a Cloud Service Provider;
 - 3.10.3.4. any integrations with Cloud Service Provider's services; and/ or
 - 3.10.3.5. performance of the Internet and communications networks.

4. FEES AND PAYMENTS

- 4.1. If the Purchase Order specifies a Configuration Fee, the Client shall pay such Configuration Fee to CTO2B no later than seven (7) days after the Effective Date of such Purchase Order. In case of multiple Purchase Orders, multiple Subscription Fees shall be paid.
- 4.2. From the Go-Live Date, the Client shall pay to CTO2B the Subscription Fee as set out in the relevant Purchase Order. Unless otherwise stated in the Purchase Order, the Client shall pay the Subscription Fee in advance for a period of twelve (12) months.

- 4.3. The Client is responsible for, and the Fees do not include, any third-party costs incurred by the Client in connection with the Services, including the costs of Cloud Service Providers' services or money transfer costs.
- 4.4. All Fees are exclusive of Tax and bank charges which may be charged by CTO2B and shall be payable by the Client at the applicable rate in force from time to time. To the extent the Client is required to withhold any amount otherwise payable to CTO2B on account of Tax or bank charges, the Client shall pay such amount in addition such that CTO2B receives the full amount gross of any deduction for Tax or bank charges.
- 4.5. Except as expressly set forth in an applicable Purchase Order, the Client shall pay each invoice issued by CTO2B in full and in cleared funds within thirty (30) calendar days of the date of the invoice (the "**Due Date**") to a bank account designated by CTO2B.
- 4.6. In the event that the Client fails to pay the amount of any invoice due and payable under the Agreement by the Due Date, CTO2B may, without prejudice to any of its other rights and/or remedies, limit or suspend the provision of the Services and the Platform which CTO2B provides to the Client under such Agreement or other agreements between the Parties until all outstanding amounts (together with any interest due on such amounts under the Agreement) for which payment is due have been paid in full. Where practicable, CTO2B will notify the Client before or after taking such action.
- 4.7. Without prejudice to any other right or remedy that CTO2B may have, if the Client fails to make any payment to CTO2B on the Due Date, the interest shall accrue and be payable (both before and after judgment) at the rate of interest applied by the European Central Bank to its most recent main refinancing operations plus seven points. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount.
- 4.8. Beginning with the first anniversary of each Effective Date and each anniversary thereafter, including any renewals, CTO2B may adjust the Subscription Fee for the next Renewal Term (as defined in applicable Purchase Order) by notifying the Client in writing of the adjusted Subscription Fee. If the Client continues to use the Services during the term for which CTO2B has adjusted the Subscription Fee, the Client shall be deemed to have agreed to and shall pay the adjusted Subscription Fee.

5. CONFIDENTIALITY

- 5.1. The Receiving Party shall:
 - 5.1.1. use the Disclosing Party's Confidential Information only to perform its obligations and exercise its rights under the Agreement;
 - 5.1.2. keep the Disclosing Party's Confidential Information confidential using the same degree of care it uses in respect of its own information of a similar nature and, in any case, using no less than a reasonable degree of care; and
 - 5.1.3. not disclose the Disclosing Party's Confidential Information to any other person save to:
 - 5.1.4. those of its (and its Affiliates' and, in the case of CTO2B, its subcontractors' and suppliers') Personnel that have a need to know and that are bound by terms no less onerous than those set out in this Section 5. The Receiving Party shall remain

responsible for the acts and/ or omissions of any such third party as if they were the Receiving Party's own acts and/ or omissions; or

- 5.1.5. the extent required by any authority competent to require the same or pursuant to Applicable Laws, provided the Receiving Party gives the Disclosing Party (to the extent lawfully permitted) reasonable notice and assistance prior to such disclosure to allow the Disclosing Party to seek a restrictive or protective order.
- 5.2. The obligations set out in Clause 5.1 shall not apply to any information that:
 - 5.2.1. has become generally available to the public (other than as a result of a breach of the Agreement);
 - 5.2.2. was available (or known) to the Receiving Party, rightfully and without restriction, before being disclosed under the Agreement; or
 - 5.2.3. was developed by or for the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information.
- 5.3. During the term of the Agreement, both CTO2B and the Client retain the right to reference the other Party both orally and in print, that a commercial agreement exists otherwise the contents of the Agreement and its Schedules shall remain confidential at all times.
- 5.4. The Client hereby consents to CTO2B publishing the Client's name and logo on marketing material including its website, list of clients and referral lists for other clients (or potential clients). The Client agrees to cooperate with CTO2B in the production and publication of other marketing material publicising details of the Client's relationship with CTO2B and the Agreement including case studies, promotional information, press releases, brochures, reports, letters, white papers, and electronic media such as e-mail or web pages.
- 5.5. This Section 5 shall survive for a period of thirty-six (36) months after the termination or expiry of the Agreement (however caused).
- 5.6. Within ninety (90) calendar days of the termination or expiration of the Agreement, the Receiving Party shall return (if requested by the other Party) or permanently delete or destroy the Disclosing Party's Confidential Information (in its possession or control), except that the Receiving Party may retain one (1) copy in its backup files to the extent necessary to comply with applicable law.
- 5.7. The Receiving Party shall notify the Disclosing Party if it becomes aware of any unauthorised use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party shall, following such notification, reasonably co-operate with the Disclosing Party in relation to the handling of the unauthorised use or disclosure.

6. INTELLECTUAL PROPERTY

- 6.1. Nothing in the Agreement shall be construed as an assignment or transfer by either Party of title to any Materials or Intellectual Property Rights. Each Party owns and shall continue to own its respective right, title and interest in and to its Materials and Intellectual Property Rights. Except as expressly set forth in the Agreement, no rights are granted by licence or otherwise in respect of either Party's Materials or Intellectual Property Rights.

- 6.2. Title and all rights in any material or Intellectual Property Rights created or arising from the performance of the Agreement shall vest in the creating Party from the time of creation (whether as to existing or future rights) save that:
 - 6.2.1. any goodwill arising from the use of a Party's trade marks, logos or branding shall vest in the owning Party; and
 - 6.2.2. if Client, its Affiliates or their respective Personnel provide any feedback, comments or suggestions in relation to the Services and/ or CTO2B's Materials, any Intellectual Property Rights in the feedback, comments or suggestions shall vest in CTO2B. The Client represents and warrants that (i) none of the feedback, comments or suggestions will be subject to any obligation of confidence on the part of CTO2B; and (ii) CTO2B shall be entitled to unrestricted use and other exploitation of the feedback, comments or suggestions for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the feedback, comments or suggestions.
- 6.3. The Client grants to (and shall procure for) CTO2B a fully-paid, royalty-free, non-exclusive, worldwide licence to use the Client's Materials to the extent necessary for the purpose of conducting the Services and otherwise carrying out its obligations and exercising its rights under and/or in connection with the Agreement. CTO2B may sub-license the rights granted under this clause to its Affiliates, subcontractors and suppliers engaged in the performance of the Services and CTO2B's obligations.
- 6.4. CTO2B reserves the right to take such action as may be appropriate to restrain or prevent the infringement of its Intellectual Property Rights.
- 6.5. The Client shall not:
 - 6.5.1. except as may be allowed by Applicable Law which is incapable of exclusion by agreement between the Parties (and except to the extent expressly permitted under the Agreement):
 - 6.5.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, the Services, CTO2B's Materials and/or Documentation (as applicable) in any form or media or by any means; or
 - 6.5.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any software made available by or on behalf of CTO2B or used by CTO2B in the performance of the Agreement;
 - 6.5.1.3. access or use all or any part of the Services, the Platform, and/or Documentation in order to build a product or service which competes with the Platform, the Services and/or the Documentation.
- 6.6. The Client shall not (and shall not permit any of its Authorised Users and/or Personnel to) access or use any of CTO2B's Intellectual Property Rights, including business and/or implementation strategies, and/or the Platform other than as expressly permitted by the Agreement, without CTO2B's prior written consent.

7. DATA PROTECTION

The Data Processing Addendum governs the relationship between the Parties, including their rights and obligations in relation to the processing of personal data.

8. REPRESENTATIONS AND WARRANTIES

8.1. Each Party represents, warrants and undertakes that:

8.1.1. it has the right, necessary power, consents and authority to enter into and fully perform its obligations under the Agreement and will maintain the same throughout the term of the Agreement;

8.1.2. the Agreement is executed by a duly authorised representative of that Party;

8.1.3. there are no actions, suits or proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body or arbitration tribunal that might affect the ability of that Party to meet and carry out its obligations under the Agreement;

8.1.4. once duly executed, the Agreement will constitute its legal, valid and binding obligations;

8.1.5. it is not a Sanctioned Entity nor is it the target of any investigations relating to a Sanction; and

8.1.6. it will immediately notify the other Party if it is the target of any investigations relating to a Sanction.

8.2. CTO2B is not responsible for the security of information the Client transmits to CTO2B while it is being transmitted or for any data lost during transmission.

8.3. The Client agrees that its purchases under or in relation to, the Agreement are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CTO2B (or any person acting on behalf of CTO2B) regarding future functionality or features.

8.4. Except for the representations and warranties expressly stated in the Agreement, to the maximum extent permitted by law:

8.4.1. CTO2B disclaims all representations and warranties of any kind, express or implied (and whether by statute, law or a course of dealings);;

8.4.2. the Services, Platform, and CTO2B's Materials are provided on an "*as is*" and "*as available*" basis; and

8.4.3. CTO2B does not represent or warrant that the Services, Platform, or CTO2B's Materials will meet the requirements of Client (or any other person) or that they will be fit for a particular purpose, accurate or operate without interruption or error. The Client acknowledges that, in entering into the Agreement, it has not relied on any promise, warranty or representation not expressly set out in or incorporated into the Agreement by express reference.

8.5. Each Party shall and shall cause its Personnel:

- 8.5.1. to comply with all Applicable Laws relating to anti-bribery and anti-corruption, anti-modern slavery, and anti-facilitation of tax evasion and with any applicable Sanction and/or export control laws ("**Compliance Laws**");
- 8.5.2. not commit an offence under the Compliance Laws;
- 8.5.3. have, maintain, and enforce throughout the term of the Agreement its own policies and procedures, to ensure compliance with the Compliance Laws; and
- 8.5.4. not, by any act or omission it knows (or ought reasonably to know) would cause the other Party to breach Compliance Law.

9. LIABILITY AND INDEMNIFICATION

- 9.1. Subject to the limitation of liability as set out in Section 10, each Party (the "**Indemnifying Party**") shall indemnify the other Party, its Affiliates and its Personnel (an "**Indemnified Party**") for any Loss suffered by the Indemnified Party, as a result of the Indemnifying Party's failure to perform its obligations under the Agreement or because the Indemnifying Party's representations and warranties are or have become untrue, inaccurate or incomplete.
- 9.2. Subject to the limitation of liability as set out in Section 10, each Party (as the Indemnifying Party) shall defend and hold harmless the other Party (as the Indemnified Party) from any Claim (and shall indemnify each Indemnified Party from Losses arising from or in relation to a Claim) that:
 - 9.2.1. the receipt, possession, and/or use of the Indemnifying Party's Intellectual Property Rights by the Indemnified Party, in accordance with the Agreement, infringes or misappropriates the Intellectual Property Rights of a relevant third party; and
 - 9.2.2. the Indemnifying Party's acts and/or omissions under the Agreement have directly caused the Indemnified Party to breach, or are themselves a breach of Applicable Law, Data Protection Law or the Cloud Provider Rules.
- 9.3. The Client (as Indemnifying Party) shall indemnify CTO2B and its Affiliates and their respective Personnel (as Indemnified Parties) against any and all Losses that it (or they) may suffer or incur arising out of or in connection with any of the following:
 - 9.3.1. the use of the Authorised User's Credentials except where, and to the extent that, the Client has notified CTO2B in writing in advance that the Authorised User's Credentials have been lost or compromised; and/or
 - 9.3.2. the Client's breach of Clause 3.3.5 (in whole or in part) in connection with the loss of, or unauthorized disclosure or use of, any Authorized User's Credentials.
- 9.4. If any of the Services, Additional Services, CTO2B Materials, Documentation, and/or the Platform is, or in CTO2B's opinion is likely to be, held to be infringing a third party's rights as referred to in Clause 9.2, CTO2B may, at its expense and option either:
 - 9.4.1. procure the right for the Client to continue using the relevant item; or
 - 9.4.2. modify or replace it to make it non-infringing (without materially diminishing the Services); or

- 9.4.3. require the Client (and its Affiliates and their respective Personnel) to (and they shall) cease using the relevant infringing item, and refund to Client a pro-rata proportion of any fees paid by the Client in advance for use of the same (after deducting a reasonable amount for use of the relevant item up to that time) and provide reasonable assistance to the Client, where necessary, to migrate the Client away from the Services.
- 9.5. Without prejudice to the Client's right to terminate the Agreement under Clause 13.1, the foregoing remedies constitute Client's sole and exclusive remedies and CTO2B's entire liability with respect to such infringement of the kind referred to in Clause 9.1 and 9.2.
- 9.6. The Indemnified Party shall (i) notify the Indemnifying Party as soon as reasonably practicable of any Claim of which it has notice and for which it may seek an indemnity under this Section 9; (ii) allow the Indemnifying Party to manage and conduct all negotiations and proceedings relating to the defense and/ or settlement of the Claim at the Indemnifying Party's own expense; (iii) not do or omit to do anything which may harm or prejudice the defense and/ or settlement of the Claim; and (iv) at the Indemnifying Party's expense, provide reasonable co-operation and assistance in the defense and/ or settlement of the Claim.
- 9.7. In relation to any Claim of which the Indemnifying Party has conduct, the Indemnifying Party shall (i) update the Indemnified Party regularly of any material developments relating to the Claim; and (ii) conduct the defense and/ or settlement of the Claim using no less than reasonable skill, care and diligence.
- 9.8. It is expressly agreed that liquidated damages and termination fees payable under the Agreement shall not constitute a penalty and that the Parties, having negotiated in good faith such specific liquidated damages and having agreed that the amount of such liquidated damages or termination fees is reasonable in light of the anticipated damages caused by the related breach and the difficulties of proving damages and the inconvenience or infeasibility of obtaining an adequate remedy, shall not contest the validity or enforceability of such liquidated damages or termination fees. In the event that any liquidated damages or termination fees are held to be unenforceable at the insistence of or on behalf of the Client, the Client specifically agrees to pay to CTO2B all actual damages incurred by CTO2B in connection with such breach or termination, including all consequential damages (such as loss of profits and revenues, business interruption, loss of opportunity and use) and all costs incurred by CTO2B in proving the same.

10. LIMITATIONS OF LIABILITY

- 10.1. CTO2B shall not be liable for any Loss suffered or incurred by the Client as a result of any failure of the Cloud Service Provider's services or products.
- 10.2. Subject to Clause 10.3:
- 10.2.1. neither Party shall be liable to the other Party under or in connection with the Agreement and whether such liability arises in contract, tort (including negligence), for breach of statutory duty, or otherwise for any:
- 10.2.1.1. loss of profits;
- 10.2.1.2. loss of anticipated savings;

10.2.1.3. loss of or damage to goodwill;

10.2.1.4. loss of data; or

10.2.1.5. indirect, special or consequential loss,

in each case, whether or not a Party foresaw or ought reasonably to have foreseen that any such loss could arise; and

10.2.2. notwithstanding anything to the contrary in the Agreement, CTO2B's total liability under or in connection with each individual Purchase Order, whether such liability arises in contract, tort (including negligence), breach of statutory duty (or otherwise), shall not exceed the amount equal to the Subscription Fee paid by the Client to CTO2B under each individual Purchase Order in that Year.

10.3. CTO2B shall not be liable for any Loss suffered or incurred by the Client if such Loss is related, caused, or contributed to by:

10.3.1. the Client, its Affiliates and/or their respective Personnel (or any element of its business, or operations) being in breach of the relevant Applicable Law and/or Rules, or CTO2B caused the Indemnified Party to breach Applicable Law and/or Rules acting on the Client's instructions;

10.3.2. any modification of the Services, Documentation, CTO2B Materials or Platform by anyone other than CTO2B (or its authorized subcontractor);

10.3.3. the Client Responsibilities;

10.3.4. any Cloud Service Provider; and/or

10.3.5. the Client's (or its Affiliate's) Personnel using the Services, Documentation, CTO2B's Materials or Platform (as relevant):

10.3.5.1. other than in accordance with the Documentation and the terms of the Agreement; and / or

10.3.5.2. after it was aware, or ought reasonably to have been aware, of the relevant alleged or actual infringement or misappropriation; and/or

10.3.6. the matters for which CTO2B is not responsible under the Agreement, including any of the Client Responsibilities; and/or

10.3.7. the Client failing to notify CTO2B in writing of all updates and changes to Applicable Law applicable to Client from time to time.

10.4. Nothing in the Agreement shall limit or exclude the liability of either Party for:

10.4.1. death or personal injury resulting from its negligence;

10.4.2. fraud or fraudulent misrepresentation; or

10.4.3. any other liability which, and to the extent, that it cannot be excluded or limited by the Applicable Law.

10.5. Nothing in the Agreement shall limit or exclude the liability of the Client to pay any Fees or other sums which are due and payable to CTO2B under and in accordance with the terms of the Agreement.

11. NON-SOLICITATION

The Client shall not, without the prior written consent of CTO2B, at any time from the Effective Date of the first Purchase Order to the expiry of twelve (12) months after the last date of supply of the Services or termination of any Agreement (whichever is the latest), willfully attempt to solicit or employ any person who is, or has been, engaged as an employee of CTO2B and provided services to the Client, provided that nothing in this clause shall prevent the Client from undertaking non-targeted recruitment activities in the ordinary course of its business.

12. FORCE MAJEURE

- 12.1. Neither Party shall be liable for any failure or delay in performing their obligations (save, in the case of the Client for any obligation to make a payment when due to CTO2B under the Agreement) where such failure or delay results from an event of Force Majeure.
- 12.2. The Party affected by Force Majeure shall, inform the other Party as soon as reasonably possible and use reasonable endeavors to mitigate the effect of such Force Majeure upon the performance of its obligations.
- 12.3. The corresponding obligations of the other Party will be suspended to the same extent as those of the Party affected by a Force Majeure event.
- 12.4. If the impact of Force Majeure continues for a period of sixty (60) calendar days, either Party may terminate the Agreement by written notice to the other.

13. TERMINATION

- 13.1. Either Party has the right to terminate any individual Agreement unilaterally, without judicial intervention, if:
 - 13.1.1. the other Party is in material or continuing breach of any of its obligations under such individual Agreement and fails to remedy the same (if capable of remedy) for a period of thirty (30) days after written notice of the breach by the other Party;
 - 13.1.2. the other Party is in Default;
 - 13.1.3. the other Party is or becomes a Sanctioned Entity;
 - 13.1.4. the other Party is in breach of, or causes the other Party to be in breach of any Applicable Law;
 - 13.1.5. the Force Majeure Event or its effects continue to be present beyond a period of twelve (12) months; or
 - 13.1.6. in other cases provided for in the Agreement.
- 13.2. The Client has the right to terminate any individual Agreement unilaterally, without judicial intervention, after giving CTO2B at least thirty (30) calendar days written notice if the Availability (calculated for each individual Agreement separately) is more than 5% lower than the agreed Availability for three (3) consecutive months.

- 13.3. CTO2B has the right to terminate any individual Agreement for convenience, without judicial intervention, at any time by giving ninety (90) calendar days written notice to the Client, specifying the effective date of such termination.
- 13.4. In the event of termination of any Agreement for the reasons stated in Clause 13.1, CTO2B will refund the unused portion of the Subscription Fee for such Agreement at the time of termination. This clause sets out the Client's sole and exclusive remedy and CTO2B's sole and exclusive liability and obligation in the event of termination of any Agreement.
- 13.5. If CTO2B exercises its right to terminate an individual Agreement, it may, at its discretion, terminate any or all other individual Agreements between the Parties.
- 13.6. In the event of termination of any Agreement for any reason other than (i) the Client terminating such Agreement in accordance with Clauses 13.1 or 13.2; or (ii) CTO2B terminating the individual Agreement in accordance with Clause 13.3, the Client shall:
 - 13.6.1. pay early termination fees equal to the amount of the Subscription Fee payable under the relevant individual Agreement for the Initial Term (together with any applicable Taxes) or current Renewal Term (and if the Agreement had not been terminated early) as set out in the applicable individual Agreement.
 - 13.6.2. reimburse CTO2B for any discounts, concessions, or promotional pricing granted to the Client under the applicable individual Agreement.
- 13.7. On termination or expiry of any individual Agreement the Client shall immediately:
 - 13.7.1. pay all CTO2B's unpaid invoices and monies due under such Agreement. In respect of sums payable for which no invoice has been submitted, CTO2B may submit an invoice, which shall be payable immediately on receipt;
 - 13.7.2. cease to be entitled to use, and shall cease to use, any Services used by the Client under that Agreement; and
 - 13.7.3. return to CTO2B any of CTO2B Materials and/or elements of the Platform which are in the possession, custody, or control of the Client or anyone acting on its behalf and which were acquired under that Agreement.
- 13.8. Termination or expiry of an individual Agreement (i) shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of such Agreement which existed at or before the date of termination or expiry; and (ii) shall be without prejudice to any accrued rights of either Party and shall not affect obligations which are expressed not to be affected by expiry or termination hereof. Any provision of the Agreement which expressly or by implication is intended to survive shall survive the expiry or termination of such Agreement.
- 13.9. Upon termination or expiry of an Agreement, CTO2B will grant the Client access to its account in the Platform for a period of thirty (30) calendar days for the sole purpose of backing up and migrating the Client's data from the Platform. The Client acknowledges and agrees that CTO2B may retain the Client's data after the termination or expiry of the Agreement, including for record keeping and compliance purposes.

14. AUDIT

- 14.1. The Client shall have the unrestricted right to access, inspect and audit CTO2B's performance under the Agreement on an ongoing basis during normal Business Hours, subject to reasonable notice (except in cases of suspected fraud where no notice is required). The Client shall use reasonable commercial efforts to ensure that such audits are conducted in a manner that does not unreasonably disrupt CTO2B's business operations.
- 14.2. As an alternative to the Client's rights to conduct on-site inspections and audits pursuant to Clause 14.1, the CTO2B, at its option, may provide alternative assurances in writing. Such alternative assurances may (at CTO2B's discretion) consist of, but are not limited to, (i) pooled audits organized jointly with other clients of CTO2B, (ii) third-party certifications and third-party or internal audit reports, made available by CTO2B, or (iii) the audit reports as set out in Clause 14.3.
- 14.3. CTO2B shall, at its sole discretion, conduct an independent and comprehensive internal audit of its systems, processes, and compliance with the provisions of this Agreement. Such audit shall be conducted annually and shall encompass a detailed examination of operational controls, risk management protocols, and data security measures adopted and maintained by CTO2B. Upon completion of the audit, CTO2B shall deliver to the Client a concise audit report summarizing the scope of the audit, the methodology employed, key findings, and any corrective actions undertaken, ensuring the confidentiality of proprietary and sensitive information.
- 14.4. CTO2B shall maintain all records and reports relating to audits conducted under this Section 14 for a minimum duration of five (5) years. Such records shall be made available to the Client upon a written request, provided that any disclosure complies with applicable confidentiality obligations and safeguards commercially sensitive information.

15. GENERAL

- 15.1. Any provision of the Agreement which expressly or by implication is intended to survive shall survive the expiry or termination of the Agreement.
- 15.2. Should either Party default in the performance of any of the terms or conditions of the Agreement, which default results in the filing of a lawsuit, the prevailing Party in such lawsuit shall be entitled to reasonable attorneys' fees and costs as shall be determined by the court.
- 15.3. This Agreement shall be binding upon, and inure to the benefit of, the respective permitted successors and assigns of the Parties.
- 15.4. All notices required by the Agreement or Applicable Law to be in writing shall be signed by the relevant party's representative in person or by digital signature, which shall be deemed to include a signature provided through DocuSign (www.docusign.com). All notices not expressly required to be in writing under the Agreement or Applicable Law shall be in a form reproducible in writing which, for the avoidance of doubt, shall include email as specified in a Purchase Order.
- 15.5. Notices given by personal delivery shall be deemed given when delivered, otherwise notices shall be deemed given when sent.
- 15.6. All notices under the Agreement shall be made in the English language.

- 15.7. A Purchase Order may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via email (including PDF or DocuSign) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 15.8. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes and extinguishes all prior discussions, arrangements, promises, assurances, warranties, representations, agreements, and/or understandings between them, whether written or oral, that might have taken place, in relation to the subject matter of the Agreement. Each Party acknowledges that in entering into the 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 the Agreement.
- 15.9. Except as provided for in the Agreement, no amendment, modification or waiver of any term or condition of the Agreement shall be valid or of any force or effect unless made by written instrument signed by the Parties hereto, specifying the exact nature of such amendment, modification, or waiver. Any waiver by any Party of any provision of the Agreement shall not imply a subsequent waiver of that or any other provision.
- 15.10. The section captions and headings in the Agreement are for convenience and reference purposes only and should not affect in any way the meaning or interpretation of the Agreement.
- 15.11. This Agreement shall be governed by Lithuanian law.
- 15.12. All disputes, controversies and claims between the Parties arising out of or in connection with the Agreement shall be settled by negotiation. If a dispute or other disagreement is not settled amicably within thirty (30) calendar days from the commencement of negotiations, which shall be deemed to be the filing of a written claim against the other Party, the dispute or other disagreement shall be finally settled by the court at the place of the registered office of CTO2B in the manner prescribed by the laws of the Republic of Lithuania.

SCHEDULE A

1. SERVICE PLANS

	r00k13	H4X0R
SSO	Google, GitHub	Google, GitHub oAuth 2
Availability	99.95%	99.95%
Hold-a-hand service (Support)	8x5 Business hours (slack, email)	24x7 (email, slack, tickets)
IAM team space*	1	1
Data Services	Full	Full
“Do not care” mode (multi-cloud)	No	Yes
We know what you did last summer (Audit)	Basic	Extended * (Ability to view services parameters)
Neet funky feature (Workflow)	Up to X(100) runs per day	Up to N (1000) runs per day
Yo mamma is so big (Auto Scaling)	Yes	Yes
Sleep at night (HA)	Yes	Yes
Inner peace (DR)	No	No
Monitoring and alerting of resources	Yes	Yes, Ability to configure self hosted
Logging	Yes (limited period)	Yes, Ability to configure self hosted

Status page	Generic	Personal
Self controlled Maintenance window**	No	Yes
Patching notifications	Yes	Yes
Cluster limit	5	10
Application limit per cluster	50	150

** Team space - is a virtual space for product infrastructure deployments. Space supports multiple team members, multiple clusters, environments, and regions. Resources cannot be shared across team spaces, since space is isolated.*

*** Notifications about Maintenance windows are provided before actual maintenance.*

SCHEDULE B
CLIENT RESPONSIBILITIES

In order for CTO2B to provide the Services under the Agreement, the Client shall ensure and be responsible for the following:

#	Area / Activity
1	Contract with Cloud Service Provider ownership and management
2	Owning and defining policies such as security, data retention, etc.
3	Application and Application Data Management
4	OpenSource Software List -> https://docs.prod.cto2b.eu/en/home/Services/Misc/OpenSourceSoftware

SCHEDULE C

SERVICE LEVELS

1. In addition to the defined terms set out in the Agreement, the following words and expressions shall have the following meanings when used in this Schedule C:

<i>Available/Availability</i>	the ability and readiness of the Platform to perform its main functions as specified in the Documentation;
<i>Incident</i>	an unplanned event within the sole control of CTO2B that results in the Platform or Services not functioning in a material way;
<i>Service Credits</i>	means the percentage of the Subscription Fee calculated as described in Schedule C;
<i>Service Level Failure</i>	failure to meet the Service Level set out at Clause 5.1 of this Schedule C;
<i>Support Services</i>	support in relation to the use of the Services in connection with the systems and environments outside CTO2B's responsibility under the Agreement (e.g. environments of the Cloud Service Providers), but does not include (i) the provision of training services whether in relation to the Services or the Platform and (ii) any modifications to the Services or the Platform;
<i>Resolution</i>	the restoration of the Services and/or Platform through the implementation of a permanent fix or temporary work-around to an Incident.

2. SERVICE DESK

- 2.1. From the Go-live Date, CTO2B shall operate a service desk to which the Client can report Incidents. CTO2B shall operate the service desk:
- 2.1.1. in the English language only;
 - 2.1.2. from anywhere in the world;
 - 2.1.3. only for the benefit of the Client;
 - 2.1.4. only through the channels described in Clause 2.2 below;
 - 2.1.5. during the Business Hours.
- 2.2. The Client (only through Authorised Users) shall report Incidents to the service desk by email to servicedesk@cto2b.eu (or by accessing such collaborative tools as CTO2B may notify to

the Client from time to time); providing reasonable details of the nature of the Incident and the affect it has had on the Client's access to the Platform or the Services.

3. INCIDENT IDENTIFICATION AND CATEGORISATION

3.1. CTO2B shall:

3.1.1. actively monitor the performance of the Services and Availability; and

3.1.2. categorise each Incident, acting reasonably, using the guidance set out in Clause 3.2 of this Schedule C. To the extent that the categorisation applied by the Client is not the same as that applied by CTO2B, CTO2B's categorisation shall prevail.

3.2. The following table provides guidance on the categorisation of Incidents:

Incident Level	Description
S1 - Critical	Critical: The Service is down or large-scale failure of the Service. The S1 level is reduced to S2 if there is a workaround for the issue.
S2 - Major	Major: Partial degradation of the Service or customer production application managed by the Service. The S2 level is reduced to S3 if there is a workaround for the problem.
S3 - Default	Default: Partial non-critical loss of functionality of the Service or customer application managed by the Service. A Default level (S3) is assigned to any Incident that does not have a level set by the Client. Examples: problems with the monitoring availability and Pod autoscaling.
S4 - Low/Other requests	Low/Other. This category includes <ul style="list-style-type: none">• requests for information and other matters;• requests regarding extending the functionality of the Services;• performance issues that have no (or minimal) effect on functionality;• flaws with known solutions or moderate/small impact on functionality.

4. INCIDENT MONITORING AND RESOLVING

The table below sets out the CTO2B's acknowledgment and target Resolution times for Incidents reported by the Client in accordance with Clause 2.2 of this Schedule C:

Incident Level	Service Plan			
	r00k13		H4X0R	
	Acknowledgement	Resolution	Acknowledgement	Resolution

S1 - Critical	1 Business Hour	4 Business Hours	1 Business Hour	4 Business Hours
S2 - Major	2 Business Hours	8 Business Hours	2 Business Hours	8 Business Hours
S3 - Default	2 Business Hours	3 Business Days	2 Business Hours	3 Business Days
S4 - Low/Other requests	24 Business Hours	20 Business Days	24 Business Hours	20 Business Days

5. AVAILABILITY

- 5.1. CTO2B shall ensure that the Platform is available at least 99.95% of the time in each calendar month from the Go-Live Date. For the avoidance of doubt, any interruption of the Service or the Platform due to planned maintenance or the implementation of updates or upgrades shall not be counted as downtime and therefore shall not be counted towards Availability.

- 5.2. The duration that is to be counted against the Availability is calculated as follows:

A - duration of the Incident measured in minutes,

B - total minutes in the month,

duration to be counted against the Availability requirement = $A / B * 100$ = downtime as a % of the month.

Example 1: If in a calendar month there are 43,200 minutes (30 days) and there has been 30 minutes of downtime, this is 0.07% downtime. Subtracting 0.07% from 100% gives an Availability of 99.93% and the Client will be entitled to Service Credits in accordance with Section 6 of this Schedule C.

Example 2: If there are 21 minutes of downtime in a calendar month, this is equivalent to 99.95% availability and the Client will not be entitled to any Service Credits.

- 5.3. In measuring the Availability, the Parties shall not take into account, and CTO2B shall not be in breach of, the Service Levels if the Service Level Failure occurs as a result of or in relation to:

5.3.1. any general failure of the internet or telecommunications networks;

5.3.2. any failure or delay on the part of a Cloud Service Provider;

5.3.3. any period of Force Majeure;

5.3.4. any failure or delay on the part of the Client or during any period in which CTO2B is awaiting the performance of any act by the Client (or any third party for whom CTO2B is not directly responsible);

5.3.5. any other reasons set out in Clause 3.10 of the General Terms and Conditions; or

5.3.6. any period of planned maintenance or the implementation of updates or upgrades.

- 5.4. For the avoidance of doubt, any situation which, although falling within the definition of an Incident, arises as a result of or in connection with the causes set out in Clause 5.3 herein shall not be deemed to be an Incident.

6. SERVICE LEVEL FAILURES AND REMEDIES

- 6.1. If there is a Service Level Failure:

6.1.1. the Client is entitled to claim a Service Credit against the Subscription Fee (charged by CTO2B for the calendar month in which the Service Level Failure occurred);

6.1.2. CTO2B will apply the Service Credit to the invoice it issues to the Client for the calendar month following the month in which the Service Level Failure occurred; and

6.1.3. any Service Credit will be calculated as follows:

Availability	Service Credit, % from the Subscription Fees in the the calendar month in which the Service Level Failure occurred
99.70% to 99.94%	5 %
99.35% to 99.69%	10 %
99.00% to 99.34%	15 %
Less than 99.00%	20 %

- 6.2. The total value of all Service Credits in any calendar month shall not exceed twenty-five per cent (25%) of the Subscription Fee for that month.

- 6.3. Any Service Credit is the Client's sole and exclusive remedy for any failure to meet Service Levels. Service Credits do not entitle the Client to any payment from CTO2B and Service Credits may not be transferred or applied to any other Client's service or account.

7. SUPPORT SERVICES

- 7.1. Subject to payment by the Client of the Fees in full, CTO2B shall provide the Support Services in accordance with the terms and conditions of this Section 7.

- 7.2. The following conditions and restrictions shall apply to Support Services:

7.2.1. any Support Services are applied only to the Services;

7.2.2. the Support Services shall not exceed four (4) hours per calendar month;

7.2.3. the Support Services are provided during the Business Hours;

7.2.4. the Support Services are provided only for the benefit of the Client;

7.2.5. on-site Support Services are not included as a standard feature of this Schedule.

- 7.3. CTO2B may, at its discretion or at Client's request, provide the Support Services notwithstanding the provisions of Clause 7.2 and in such circumstances CTO2B shall be

entitled to charge additional fees which shall be invoiced on a time and material basis according to the hourly rates set out in the Purchase Order.