

## ANNEX 3

### GENERAL LICENSE TERMS AND CONDITIONS

#### PREAMBLE

These General License Terms and Conditions are a policy governing the terms and conditions under which the Customer may license certain Creditinfo Products and/or purchase certain Support Services, in both instances provided by Creditinfo or its Affiliates under the Agreement. Except as otherwise stipulated under these License Terms, these License Terms are subject to the terms and conditions of the Agreement and form an integral part of the Agreement. By installing and/or using the Creditinfo Products and/or Support Services the Customer confirms that it has duly read, understood and agrees with the License Terms. Terms not otherwise defined under these License Terms shall have the meaning given to them and defined in the Agreement.

#### 1. Definitions

The below mentioned terms used herein and starting with capital letter shall have the below established content and meaning:

<b>"Affiliate/s"</b>	an entity that: (a) is majority-owned or controlled by either of the Parties, or (b) owns the majority of and/or controls either of the Parties. "Control" or "controlled" means the right to control and direct the management and operations of the entity, whether by majority ownership, contract or the ability to appoint a majority of directors;
<b>"Agreement"</b>	a license and support services agreement between Creditinfo and Customer, and any and all annexes thereto, including a Statement of Work, Order Form, the License Terms, the Support Services Terms and Processing Terms, as amended from time to time;
<b>"Creditinfo" or "Supplier"</b>	the Creditinfo entity identified in the Agreement;
<b>"Confidential Information"</b>	has the meaning set forth in the Agreement or any applicable non-disclosure agreement between the Parties;
<b>"Creditinfo Confidential Information"</b>	all confidential Information belonging to Creditinfo, as further set out in the Agreement;
<b>"Creditinfo Materials"</b>	any software, programs, tools, systems, data or other materials made available by Creditinfo to Customer prior to or in the course of the performance under the Agreement, including the Creditinfo Products and Documentation, as well as any information, materials or feedback provided by Customer to Creditinfo relating to the Creditinfo Products and Documentation;
<b>"Creditinfo Products"</b>	any Software and/or Sites and/or Subscription Services provided by Creditinfo or any of its Affiliates;

<b>"Support Services"</b>	support services for the Software purchased by Customer under the Agreement, subject to the terms and conditions of the Agreement, including the Support Services Terms;
<b>"Customer"</b>	the party purchasing a Software License and/or Support Services under the Agreement;
<b>"Documentation"</b>	the authorized guides and manuals that are delivered or made available by Creditinfo to its customers for use with the Creditinfo Products;
<b>"Fees"</b>	the License Fees and Service Fees stated in the Agreement;
<b>"Hosting Services"</b>	the hosting by Creditinfo of Creditinfo Products licensed by Customer;
<b>"Including"</b>	"including but not limited to";
<b>"Intellectual Property Right"</b>	any patent, patent application, copyright, moral right, trade name, trademark, service mark, trade secret, and any applications or right to apply for registration therefor, internet domain names, logos, designs, slogans, and general intangibles of like nature, computer software programs or applications, tangible or intangible proprietary information, know-how, proprietary processes, formulae, algorithms, or any other intellectual property right, whether registered or unregistered, and whether first created before or after the Effective Date;
<b>"License Term"</b>	the period of time during which the license for an applicable Creditinfo Product shall be effective according to the Agreement;
<b>"License Terms"</b>	these general license terms and conditions, as amended from time to time;
<b>"Effective Date"</b>	the effective date of the Agreement, and any supplemental agreement thereto, as applicable;
<b>"User"</b>	an individual to whom Customer grants access to use the Creditinfo Product pursuant to the Agreement;
<b>"Services Term"</b>	the period of time during which Creditinfo is obliged to provide the Support Services;
<b>"Software"</b>	the Creditinfo software program(s) in source code or object code format, for which the Customer purchases a License in accordance with the Agreement, as further set forth in an annex thereto, including Updates;
<b>"License"</b>	a license for the Creditinfo Products purchased by Customer under the Agreement, subject to the terms and conditions of

	the Agreement, including the License Terms;
<b>"License Fees"</b>	the fees payable by Customer to Creditinfo for the License/s under the Agreement;
<b>"Parties"</b>	collectively Creditinfo and the Customer;
<b>"Services Fees"</b>	the fees payable by Customer to Creditinfo for the Services under the Agreement;
<b>"Support Terms"</b>	Creditinfo's general support services terms and conditions, as set forth in an annex to the Agreement ( <i>Support Terms</i> ), and as amended from time to time;
<b>"Third Party System(s)"</b>	(i) any and all software products and content licensed to Customer under the Agreement to fulfil certain role in the Software, all as developed by companies other than Creditinfo and/or any of its Affiliates and delivered to Customer hereunder; (ii) any new releases, updates or versions thereof made available through Support Services or warranty obligations and (iii) any complete or partial copies of any of the foregoing.
<b>"Term"</b>	License Term or Services Term, as applicable, and any renewal thereof;
<b>"Territory"</b>	the limited territory for which the License is granted by Creditinfo to Customer, as set out in the Agreement;
<b>"Update/s"</b>	any type of error correction which Creditinfo elects to make generally available to its customers who have an agreement with Creditinfo in place for the provision of support services for no additional fee. Updates do not include new or separate products which Creditinfo usually offers only for an additional fee, i.e. Upgrades;
<b>"Upgrades"</b>	a complete new version of the Software or new module of the Software including, in particular, changes and news arising from the Software features development and technological development;
<b>"Sites"</b>	web-application services as identified in the Agreement, including Updates thereto and related Documentation.

## 2. License

- 2.1. **Product Use.** Subject to the terms and conditions of the Agreement and these License Terms and the Support Services Terms as well as Customer's fulfilment of all of its obligations under the Agreement (including without limitation payment to Creditinfo of all applicable Fees), for each License that Customer purchases from Supplier, Supplier grants Customer a non-sublicensable, non-exclusive, non-transferable right to use the applicable Creditinfo Products solely for the purposes of supporting Customer's internal and legitimate business in providing related services to

its Users during the License Term (unless otherwise stated in the Agreement) and subject to the terms and conditions of the Agreement (including usage limits stated in the Agreement). Any and all rights and licenses not expressly granted to Customer under the Agreement are reserved to Creditinfo. Customer agrees and acknowledges that it will not assert or claim ownership of any Software or Documentation.

- (a) Customer may possess a reasonable number of copies of the Software. Nothing in the Agreement grants Customer any right, title, license or interest in or relating to the source code or object code of the Creditinfo Products. Any Third Party System embedded, included or otherwise provided by Creditinfo for use with the Software may be used only with such Software. The Software is designed for use with the equipment and accessories specified in the Documentation. Unless agreed otherwise in the Agreement, Customer is solely responsible for obtaining such equipment, and for ensuring a proper environment and proper utilities for the computer system with which the Creditinfo Products will be used.
- (b) These License Terms, to the extent relative to “Software”, also apply to Third Party System(s).

2.2. **General.** As between the Parties, Creditinfo retains all right, title, and interest to all Intellectual Property Rights in all Creditinfo Products and Creditinfo Confidential Information, and any copies thereof. Customer shall comply with the terms and use restrictions stated in the Agreement. Customer agrees to retain the copyright, trademark, logos, and other notices that appear on the Creditinfo Products on all associated media, screens, and copies thereof. Customer shall not, and shall not allow any third party to: (i) reverse engineer, decompile, translate, disassemble or attempt to discover any source code, object code or underlying ideas or algorithms of any Creditinfo Products (except to the extent such restriction is prohibited by applicable local law in order to obtain interoperability), and (ii) transfer, sell, lease, lend, or disclose any Creditinfo Products. Customer shall be solely responsible for connection of Customer’s computers to a telecommunications service that provides Internet access in a secure manner. No representative of Customer’s Affiliates may access the applicable Creditinfo Product unless authorized in the Agreement or in writing by Creditinfo. The Customer’s and User’s rights to use the Creditinfo Products are also conditioned upon Customer’s payment of all applicable Fees. No User shall be entitled as a third party beneficiary or otherwise, to take any action or have any recourse against Creditinfo in respect of any claim based upon any actual or alleged failure by Creditinfo to perform any of its duties or obligations under the Agreement; provided however, that in the event there exists a successful claim, as determined by competent court of law or other similar authority, by any User against Customer as a result of failure of Creditinfo Products to perform in accordance with the Agreement or a breach by Creditinfo to perform any of its duties or obligations under the Agreement, then Creditinfo shall be liable to Customer to the same extent Customer was damaged by such User’s claim, subject to any limitation of liability set out in the Agreement and these License Terms. Customer shall comply with the terms and use restrictions stated in the Agreement, and shall be responsible for the compliance of its Users with the terms and use restrictions stated in the Agreement and agrees and acknowledges to indemnify and hold Creditinfo harmless against any claims against Creditinfo related to the Creditinfo Products and Services.

2.3. **Verification.** Creditinfo shall be permitted to audit (at least once annually and in accordance with Creditinfo’s standard procedures, which may include on-site and/or remote audit) the usage of the Creditinfo Products or Creditinfo Materials. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid any Fees to Creditinfo and/or (ii) that Customer has used the Creditinfo Product in excess of the license quantities or levels stated in the Agreement, Customer shall pay such underpaid Fees and/or for such excess usage based on

the then-current Creditinfo price list terms and conditions in effect at the time of the audit, and shall execute a supplemental agreement to the Agreement to affect the required licensing of any additional quantities or levels. Reasonable costs of Creditinfo's audit shall be paid by Customer if the audit results indicate usage in excess of the licensed quantities or levels. Creditinfo reserves all rights at law and equity with respect to both Customer's underpayment of any Fees and usage in excess of the license quantities or levels.

- 2.4. **Hosted Products.** If Customer purchases Hosting Services for a License, Customer must use the most current release of the Creditinfo Product. Any customization of the Creditinfo Product beyond standard configuration and setup can only be performed by Creditinfo under a separate agreement and for additional fees. Upon any installation of an update or upgrade, Supplier cannot and does not guarantee that any previous customizations will be preserved unless Creditinfo is hired to re-implement them.

### 3. **Delivery**

- 3.1. **Software.** The Software may be delivered electronically (e.g. through internet connection) or by common carrier according to the terms of the Agreement. Unless otherwise specified in the Agreement, all deliveries of the Software will be deemed to be done electronically and to occur at the Customer's address stipulated in the Agreement, unless written notification is provided by the Customer of a different download location. Unless otherwise specified in the Agreement, all subsequent increases or modifications to Customers' purchase/order under the Agreement shall be deemed to be delivered under the same terms and conditions as the original License. In the event of physical delivery, title to the media only, and not to the Software or Documentation, shall pass on delivery. Customer's right to use each additional authorized copy of the Software, as permitted under these License Terms, shall be deemed to arise at the location where the original was first installed. Customer shall i) obtain any and all domestic or foreign licenses, consents, permits or authorizations required to use and import the Software and Documentation into the Territory or required in connection with the License and use of the Software, ii) clear the Software or Documentation through local customs in the Territory, if necessary, iii) pay any and all customs duties, VAT, withholding taxes, and any other charges and taxes assessed in connection with the import, license and use of the Software and Documentation in the Territory or any locality therein, if applicable. In case delivery is dependent on certain Milestones being reached/completed, a respective Milestone is considered to be reached/completed at the time when Creditinfo sends confirmation about the completion of the respective Milestone to the Customer (e-mail notification is sufficient).
- 3.2. **Sites.** Sites are a hosted internet based service which Customer may only access remotely. Documentation for Sites will be provided electronically and Creditinfo shall not be obligated to deliver or ship to Customer any software or applications as part of Sites.

### 4. **Performance by Affiliates**

- 4.1. The Customer agrees and acknowledges that Creditinfo may perform some or all of its obligations under the Agreement, including, but not limited to, any delivery of Creditinfo Products and/or Support Services to be provided under the Agreement, through its Affiliates. However, Creditinfo shall remain fully responsible for all obligations hereunder and be the guarantor of any performance by its Affiliates and shall cause its Affiliates to comply with the provisions of the Agreement and applicable laws in connection with such performance.

### 5. **Fees and Payment Terms**

- 5.1. Customer agrees to pay to Creditinfo the License Fees in the amounts and at the times set forth in the Agreement. Except as otherwise provided in these License Terms, all License Fees shall be non-refundable. Except as otherwise provided in the Agreement, all License Fees shall be due on the

Effective Date and paid by Customer in Euros within fourteen (14) days from the date of invoice. This day is considered the date of the taxable event. Any amounts payable by Customer hereunder that remain unpaid after the due date shall be subject to default interest equal to the higher of 1.5% per month or the maximum legal interest rate, which interest will accrue from the due date for payment until the date of actual receipt by Creditinfo of the amount in cleared funds.

- 5.2. All License Fees payable under the Agreement are exclusive of tax. Customer shall pay any taxes, including sales, use, personal property, value-added, withholding, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to all transactions under this Agreement, including penalties and interest, and indemnify Creditinfo against any such taxes which may be levied directly upon Creditinfo and reimburse to Creditinfo any such amounts which may be payable directly by Creditinfo under applicable laws. Such taxes shall be paid by Customer at the same time as any other amount payable under the invoice, and in any event shall be paid by Customer within fourteen (14) days from the date of invoice or other notification, or from the date of payment by Creditinfo in case of reimbursement by Customer. Upon reasonable request of Creditinfo to assist Creditinfo in obtaining tax credits or deductions, Customer shall provide to Creditinfo original or certified copies of all tax payments or other evidence of payment of taxes by Customer with respect to transactions or payments under this Agreement. Customer shall take all reasonable actions requested by Creditinfo that will assist Creditinfo in reducing its tax liability with respect to transactions under this Agreement, which actions include, but are not limited to, applying on its own or on Creditinfo's behalf for reduced withholding rates, concessionary tax rates or other favourable tax treatment. Without prejudice to Creditinfo's any other rights or remedies under this Agreement or at law or in tort, any failure to pay any uncontested invoice within the aforementioned timeframes shall permit Creditinfo to terminate or suspend its performance under this Agreement upon a prior written notice of at least ten (10) days in advance of such suspension. All invoiced amounts shall remain due and payable by Customer.
- 5.3. Without prejudice to Creditinfo's any other rights or remedies under the Agreement or at law or in tort, any failure by Customer to pay any of Creditinfo's invoices within in accordance with the payment terms set forth in the Agreement and the License Terms, automatically grants Creditinfo the unilateral right to terminate or suspend its performance under the Agreement, as further set forth in the Agreement. All invoiced amounts shall remain due and payable by Customer.
- 5.4. The Customer agrees and acknowledges that Creditinfo prices may change from time to time and acknowledges that Creditinfo shall have the right, exercisable from time to time, at Creditinfo's sole discretion, to change prices upon (30) days written notice (which may be given in an invoice). New prices will apply immediately to all orders made after such notice period. The Customers payment of changed invoices after the notice period shall constitute acceptance.

**6. Duty to collaborate, inspect and give notice of defects**

- 6.1. Customer undertakes that it knows the essential functional characteristics of the licensed Creditinfo Software and its technical requirements (e. g. with regard to the database, operating system, hardware and data media). Customer bears the risk that the Creditinfo Software does not meet its wishes and requirements. Supplier supplies notes on the technical prerequisites for the Software as part of his pre-contractual technical proposal.
- 6.2. Customer must provide the operating environment (herein: "IT systems") necessary for the Creditinfo Software, in accordance with Supplier's guidance where given. It is the responsibility of Customer to secure proper operation of the IT systems by entering into maintenance contracts with third parties if necessary. In particular, Customer must comply with the specifications in the Documentation.

- 6.3. Free of charge, Customer must provide all collaboration that Supplier requires in connection with performance of the contract, including, for example, human resources, workspace, IT systems, data, and telecommunications facilities. Customer must grant Supplier direct and remote access to the licensed Creditinfo Software and the IT systems.
- 6.4. Customer must nominate in writing a contact for Supplier, with an address and e-mail address at which the contact can be reached. The contact must be in a position to make necessary decisions for Customer or ensure that they are made without delay. Customer's contact must maintain effective cooperation with Supplier's contact.
- 6.5. Before commencing live operation with the licensed Creditinfo Software, Customer must test it thoroughly for freedom from defects.
- 6.6. Customer must take appropriate precautions against the possibility that the licensed Creditinfo Software or any part thereof does not function properly (e. g. by performing data backups, error diagnosis and regular results monitoring). Except where otherwise expressly indicated in writing in individual cases, Supplier employees are always entitled to act on the assumption that all data with which they come into contact is backed up.
- 6.7. Customer must inspect all goods, works, and services delivered or provided by Supplier and give notice of all defects pursuant to applicable laws. The notice must be in written form and contain a detailed description of the problem. Notice of a defect is effective only if given by the contact (see section 6.4 above).
- 6.8. Customer bears all consequences and costs resulting from breach of its duties.

## **7. Third Party Claims**

- 7.1. Subject to this clause 7, Creditinfo agrees, at its own expense, to defend Customer (or at Creditinfo's election, settle) from any claim or action instituted by a third party against Customer that the Software when used in accordance with the Documentation infringe any Berne Convention member state patent, copyright, trade secret, or other proprietary right of a third party ("IP Claim"), provided that Customer: (a) promptly notifies Creditinfo in writing of any such IP Claim; (b) permits Creditinfo to control and direct the investigation, preparation, defence and settlement of the IP Claim; and (c) assists and fully cooperates in the defence of same. Creditinfo agrees to pay any settlement amount resulting from such IP Claim, including any awarded costs and attorneys' fees, provided that such settlement amount and/or awarded costs and fees have been agreed to by Creditinfo in writing. Creditinfo will not be responsible for any settlement it does not approve in writing prior to such settlement.
- 7.2. Following notice of an IP Claim or any facts which may give rise to such IP Claim, Creditinfo may, in its sole discretion and at its election: (a) procure for Customer the right to continue to use the Software, (b) replace the Software, or (c) modify the Software to make them non-infringing. If Creditinfo determines that it is not commercially reasonable to perform any of these alternatives, Creditinfo shall have the option to terminate the License for the allegedly infringing Software and refund the License Fees paid by Customer for such allegedly infringing Software, less depreciation for use assuming straight line depreciation over the License Term of the Agreement under which the allegedly infringing Software was licensed, or five (5) years, whichever is less.
- 7.3. In no event will Supplier have any obligations under this clause 7 or any liability for any claim or action if the IP Claim is caused by, or results from: (a) Customer's combination or use of the Software with non-Creditinfo software or services, software or data, if such IP Claim would have been avoided by the non-combined or independent use of the Software, (b) modification of the Software by anyone other than Creditinfo if such IP Claim would have been avoided by use of the unmodified Software, (c) Customer's continued allegedly infringing activity after being notified

thereof or after being provided modifications that would have avoided the alleged infringement, (d) Customer's use of the Software in a manner not strictly in accordance with the Agreement, including these License Terms and the Support Terms, (e) Creditinfo's modification of the Software in compliance with Customer's specifications, or (f) use of other than Creditinfo's most current release of the Software if such IP Claim would have been avoided by use of the most current release, provided Customer has been given an opportunity to use or purchase such most current release. Customer will defend, or at its option settle, and indemnify and hold Creditinfo harmless against any claims referred to in this clause 7.3 in the same manner as provided in clauses 7.1 and 7.2.

- 7.4. TO THE EXTENT PERMITTED BY LAW, THE FOREGOING STATES CREDITINFO'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR ALLEGATIONS THEREOF.

## **8. Disclaimers – Limitation of liability**

- 8.1. Creditinfo will bear no liability in regard to all the operations to be undertaken by the Customer. In particular it will not be liable for the improper installation of Products and/or any personalization executed by the Customer in order to integrate the Software with the Customer's system/s.
- 8.2. Except in cases of fraudulent intention and/or gross negligence, Creditinfo will accept no liability or obligation as a result of delays, errors or damages of any kind suffered by the Customer and/or third parties, deriving from the Agreement. Except in cases of fraudulent intention or gross negligence, Creditinfo will accept no liability for any damage caused by a failure of the Products to perform and/or by the provision of Support Services. The Customer understands and agrees that the operation and availability of the systems used for accessing and interacting with the Products, including the computer networks, internet or to transmit information can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Products. Creditinfo is not in any way responsible for any such interference with or prevention of Customer's access and/or use of the Products.
- 8.3. No liability can be assumed from or attributed to Creditinfo regarding the decisions made by Customer based on the use of the Products. Creditinfo shall not guarantee the total absence of errors, inaccuracies or anomalies in the Products.
- 8.4. Creditinfo does not guarantee that other versions of the Products identical to the one installed on the Customer's premises will be available in the future. Should the Customer apply for another license to use Products the latter will be available only in its most updated version.
- 8.5. No responsibility can be assumed from or attributed to Creditinfo in case of any configuration of Products processes made autonomously by the Customer and not validated by Creditinfo; should such configured process involve problems in terms of stability, operativity, functionality of the Products Creditinfo shall not be considered liable for the consequent damages.
- 8.6. Nothing in these License Terms shall exclude or limit either party's liability for (i) death or personal injury caused by negligence, (ii) wilful misconduct (iii) fraud or fraudulent misrepresentation, (iv) damages resulting from unauthorised use or disclosure of confidential information, (v) their respective obligations under clause 7, (vi) Creditinfo's right to collect unpaid fees hereunder, or (vii) any other liability which cannot be excluded or limited by applicable law.
- 8.7. Subject to clause 8.6 above, the aggregate liability of Creditinfo to the Customer in connection with the Software and/or License, shall not exceed an amount of damages exceeding the License Fees paid by the Customer in the twelve (12) month period preceding the date of the incident giving rise to such liability.
- 8.8. Notwithstanding anything to the contrary in clauses 8.6 and 8.7 above, neither Creditinfo nor any of its Affiliates shall be liable to the Customer for any loss, liability, damage or expense arising out

of or in connection with the performance of any License contemplated by the Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the wilful misconduct of such person. In no event will Creditinfo or any of its Affiliates be liable to the Customer for special, indirect, punitive or consequential damages, including, without limitation, loss of profits or lost business, even if Creditinfo has been advised of the possibility of such damages.

- 8.9. THE CREDITINFO PRODUCTS ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTY WHATSOEVER. CREDITINFO DISCLAIMS ALL OTHER OBLIGATIONS, WARRANTIES, TERMS AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE FOREGOING STATES CREDITINFO’S ENTIRE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY. CREDITINFO DOES NOT WARRANT THAT THE CREDITINFO PRODUCTS, OR ANY PORTION THEREOF, ARE ERROR OR BUG FREE, OR THAT CUSTOMER’S USE OF THE CREDITINFO PRODUCTS WILL BE UNINTERRUPTED.

9. **Acceptance Test**

- 9.1. If the Parties have specifically agreed and the Agreement stipulates that delivery of any Creditinfo Product is subject to Acceptance Test, the procedures in clause 9.2 shall be followed and applied to such delivery.
- 9.2. The Customer shall accept each Phase/Milestone Work via protocol immediately upon being notified by Creditinfo that the Phase/Milestone Work has been finished, or if applicable, passed the Acceptance Tests (“**Acceptance**”).
- 9.3. Where the Agreement presume an Acceptance Test is conducted, the Customer is considered to accept Creditinfo’s deliverables, and the respective Milestone, as applicable, is considered reached/completed, without Customer’s reservation, on the day the Acceptance Test is completed successfully.
- 9.4. Where the Agreement presumes both delivery and Acceptance Test, the Customer is considered to accept Creditinfo’s deliverables, and the respective Milestone, as applicable, is considered reached/completed, without Customer’s reservation, on the last day on which the Acceptance Criteria (including the Acceptance Test) under the respective Milestone, as applicable, is completed successfully.
- 9.5. Creditinfo shall use its reasonable endeavours to ensure that the Software is ready for testing by the Planned Acceptance Dates, according to the Milestones. The Customer acknowledges that Creditinfo’s ability to ensure that the Software is ready for testing by the Planned Acceptance Dates, according to the Milestones, may be dependent on Customer’s fulfilment of its obligations under the Agreement. In any event, Creditinfo shall give the Customer three (3) days’ prior notice in writing of the date when it will be ready to commence the Acceptance Tests. Unless otherwise agreed, the Acceptance Tests shall take place on the fourth (4) day after such notice has been given.
- 9.6. Acceptance Test shall be performed in the presence of Creditinfo’s employees or other representatives on a mutually agreed site. Acceptance Test shall be recorded on video and shall be described in written protocol, including date of the Acceptance Test, features subject to testing, description of defects and mutual evaluation of the Acceptance Test.
- 9.7. The Acceptance Test succeeds if the Acceptance Criteria are met or if the failure of the Phase/Milestone Work is at least partly due to Customer’s conduct or omission.
- 9.8. If the Acceptance Test is successful (whether an initial test or a re-test), the Customer is considered to accept the deliverables and the respective Milestone, as applicable, is considered to be reached/completed without reservations, and Creditinfo will issue an invoice to the Customer for the payment of the respective Milestone in accordance with the payment terms stipulated in the

Agreement.

- 9.9. If the Phase/Milestone Work fails to pass the Acceptance Tests, repeat tests shall be carried out until one of the following occurs:
- 10.4.1 the Phase/Milestone Work passes the Acceptance Tests;
  - 10.4.2 the Acceptance Tests have been repeated three (3) times; or
  - 10.4.3 a thirty (30) day period from the Planned Acceptance Date has expired.
- 9.10. If the Software has not been accepted by the Customer on or after the occurrence of the events specified in clauses 10.4.2 or 10.4.3, the Customer shall notify Creditinfo about such situation and the Parties shall follow the escalation procedure under the Agreement, shall the escalation procedure fail to resolve the dispute in forty five (45) days from the date the Planned Acceptance Date has expired, the Parties shall agree on an independent expert with all necessary expertise to assess the Acceptance Test and determine whether the criteria have been met or not. The expert shall be determined in accordance with the procedure stipulated in the Agreement.
- 9.11. To perform the Acceptance Test, the Customer shall provide Creditinfo with all necessary cooperation, personnel and accesses.

10. **Product Specific Provisions**

- 10.1. Each of the following product specific provision shall apply to each respective Creditinfo Product in addition to, and not instead of, the any other provisions stipulated under the License Terms:
- 10.2. For all Creditinfo Products except for Credit Bureau Solution (“CBS”):
- 10.2.1 **Software Access and Usage.** Subject to the terms of the Agreement (including Usage Limits set forth in any applicable Order Form), Customer may access and use the Software during the License Term.
- 10.3. For Application Processing System (“APS”):
- 10.3.1 **“Application Server”** means a single machine or one cluster including the high availability clustering and/or load balancing, but excluding any backup-clusters.
  - 10.3.2 **“Instance”** means a single installation of the Software
- 10.4. For MultiConnector (“MC”):
- 10.4.4 **“Core System”** means the base of the Product without any adaptations
  - 10.4.5 **“Connector”** means a connection to a Data Source Customer is a subscriber of, via web service protocol, for the purposes of data import.
  - 10.4.6 **“Data Source”** means an information database operated by a third party provider, accessible via the Internet, to which Customer connects through MultiConnector Software. Access to Data Source may be subject to separate charges payable to its operator. Unless expressly stated otherwise in the Agreement, Customer is solely responsible for procuring an access to paid Data Source(s), including any data stored therein and payment of any associated fees.
  - 10.4.7 **“Instance”** means a single installation of the Software.
  - 10.4.8 **Logic Creation and input XML Files.** Customer is responsible for the requests logic creation and input XML files to both MultiConnector and BEE.
  - 10.4.9 **Data Sources.** Customer acknowledges and agrees that any and all Data Sources that he connects to via Connectors, are operated by third party operator. Supplier shall not be

responsible for the actions of such Data Sources operators, including, but not limited to the modification or termination of access to the Data Source. Therefore, Supplier disclaims any and all warranties and shall not be held liable for any damages of any kind with regard to Data Sources caused by their operators. In case of a change of any of the Data Sources in the course of Implementation Services, which will negatively affect the delivery of a corresponding Connector, Supplier will notify the Customer about such changes without undue delay after he learns of such change and identifies any changes needed to complete the implementation of such Connector. If such a change would be associated with increased costs of Implementation Services, such change will only be implemented with Customer's prior approval. Otherwise, Supplier reserves the right to terminate the implementation of affected Connector and accordingly adjust Fees payable under the Agreement. In case of a change of any of the Data Sources after Go-Live Date, which will negatively affect the accessibility of such Data Source, Supplier will notify the Customer about such changes without undue delay after he learns of such change and identifies any software changes needed to restore access to such Data Source. Such a change will be priced as Request for Change and implemented only with Customer's prior approval.

10.4.10 **Data Disclaimer.** Any and all information accessed by Customer with Creditinfo Software (incl. Data Sources) ("**Data**") is proprietary information of third party data providers ("**Data Providers**"). The Data is provided "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Data, and Supplier advises Customer to independently verify such Data. Supplier does not check or verify in particular the actuality of the Data and does not provide additional research. Supplier shall not be liable (i) for any loss arising out of or in any way relating to the Data or (ii) for Data Providers. Unless agreed otherwise in the Order Form, Customer shall be solely responsible for procuring an access to any Data Source with Data Providers or operators of Data Sources.

10.5. For Batch Transformation Module ("**BTM**"):

10.5.1 "**Export Data Connection**" means a connection to an external database via web service protocol for the purposes of data export.

10.6. For Credit Bureau Solution ("**CBS**"):

10.6.1 "**Instance**" means a single installation of the Software.

10.7. For Business Evaluation Engine ("**BEE**"):

10.7.1 "**User**" means an individual to whom Customer grants access to use the applicable Software on one (1) device pursuant to the Agreement, excluding any employee, agent or representative of any Creditinfo competitor.

10.7.2 **Logic Creation and input XML Files.** Customer is responsible for the requests logic creation and input XML files to both MultiConnector and BEE.

10.7.3 **Software Access and Usage.** Subject to the terms of the Agreement, up to the maximum number of Users indicated under "Usage Limits" may access the Software during the License Term.

10.8. For Subscription Services

10.8.1 For Address Check Services

10.8.1.1 "**Address Database**" means the address database of Slovak Republic, Customer is accessing through Address Check Service, owned, operated and administered by the Address Database Operator.

- 10.8.1.2 **“Address Database Operator”** currently means Slovenská informačná a marketingová spoločnosť, a. s. Skrátený názov: SIMS, a. s., 78 Nová Bošáca, 913 08, Slovak republic, Reg. ID: 31 425 836.
- 10.8.1.3 **“Address of Interest”** means the name of the place including the house number(s), the name of the street, area, and town, and postcode, which is subject of Customer’s Inquiry.
- 10.8.1.4 **“Inquiry”** means the following two types of requests for an address verification in Address Database of Slovak republic:
- (A) in case of ‘s\_AdresnyBod’, whether the Address of Interest is listed in Address Database as an existing address or not; or
  - (B) in case of ‘s\_AdresnyBodObec’, whether the Address of Interest is listed in Address Database as a registered address of any municipal office in Slovak republic or not.
- 10.8.1.5 **Address Check Services - Access to Address Database.** Subject to the terms and conditions of the Agreement, Creditinfo shall make Customer available the Address Check Services, i.e. allowing Customer to make an Inquiry to verify an address against Address Database as detailed in any applicable Statement of Work, through Creditinfo’s MultiConnector Software and in exchange for the fees set forth in the Agreement. Examples of Address Check Services communication, i.e. examples of inquiries and responses valid as of the Effective Date, may be detailed therein or attached thereto for information purposes only and shall remain subject to change by Creditinfo at any time.
- 10.8.1.6 **Data Disclaimer.** All information provided to Customer by Creditinfo through AccessCheck Services is proprietary information of Address Database Operator. The Data is provided “as is” without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the data in Address Database. Creditinfo does not store, process, check or verify in particular the actuality of the data in Address Database and does not provide additional research. Creditinfo and Address Database Operator shall not be liable for any loss, damages or injury arising out of or in any way relating to the data in Address Database. Address Database Operator is a third party beneficiary of these terms.
- 10.8.1.7 **Change to the Transaction Fees.** Customer acknowledges that the Transaction Fees specified in the Agreement, provided by Creditinfo, are dependent on the fees payable by Creditinfo to Data Provider(s). Therefore, Creditinfo reserves the right to change the Transaction Fees payable under the Agreement from time to time. Creditinfo will advise Customer at least sixty (60) days (“**Announcement Period**”) in advance of changes to be made to the Transaction Fees (“**Announcement**”). If Customer has an objection to the announced change, Customer may within thirty (30) days of Creditinfo issuing the Announcement (“**Cancellation Period**”) send a notice of Customer’s cancellation of the CEE/CRE Access Services and/or Address Check Service, as applicable (“**Cancellation**”). Customer’s cancellation notice must be received by Creditinfo within the end date of the Cancellation Period to be effective. Such Cancellation shall become effective as of the end date of the Announcement Period. Creditinfo reserves the right to withdraw or amend any Announcement whether Customer sends a Cancellation or not. Cancellation shall be Customer’s exclusive remedy and

Creditinfo's sole liability for any change in Transaction Fees, and shall not relieve Customer of any accrued payment obligation to Creditinfo, nor result in any refund to Customer.

#### 10.8.2 For CEE Access Services

10.8.2.1 **"CEE"** means the Central Register of Executions of the Czech Republic (in Czech: Centrální Evidence Exekucí), a public list maintained, operated and administered by the Chamber of Executors of the Czech Republic.

10.8.2.2 **"CEE Report"** means:

(A) **"Basic CEE Report"**: An information whether the Subject of Interest is to date of Customer's inquiry, listed in CEE or not. In case that Subject of Interest is listed in CEE, such information shall include the number and general identification of Subject of Interest and registered execution(s) against such Subject of Interest available in CEE to date of Customer's inquiry; or

(B) **"Detailed CEE Report"**: A detailed information about one specified execution against Subject of Interest available in CEE to date of Customer's inquiry. Detailed CEE Report is not included in Basic CEE Report and provision of Detailed CEE Report requires Customer's explicit request.

10.8.2.3 **Access to Central Register of Executions of the Czech Republic.** Subject to the terms and conditions the Agreement, Creditinfo shall make Customer available the access to CEE Reports through the MultiConnector Software in exchange for a fee as set forth in the Agreement. Examples of CEE Access Services communication, i.e. examples of inquiries and responses valid as of the Effective Date, may be attached to the Agreement for informational purposes only and shall remain subject to change by Creditinfo at any time.

10.8.2.4 **Data Disclaimer.** All information provided to Customer by Creditinfo through CEE Access, including CEE Report (**"Data"**) is proprietary information of Creditinfo's third party data providers (**"Data Providers"**). The Data is provided "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the Data. Creditinfo does not store, process, check or verify in particular the actuality of the Data and does not provide additional research. Creditinfo and its Data Providers shall not be liable for any loss, damages or injury arising out of or in any way relating to the Data. Creditinfo's Data Providers are third party beneficiaries of these terms.

10.8.2.5 **Change to the Transaction Fees.** Customer acknowledges that the Transaction Fees specified in the Agreement, provided by Creditinfo, are dependent on the fees payable by Creditinfo to Data Provider(s). Therefore, Creditinfo reserves the right to change the Transaction Fees payable under the Agreement from time to time. Creditinfo will advise Customer at least sixty (60) days (**"Announcement Period"**) in advance of changes to be made to the Transaction Fees (**"Announcement"**). If Customer has an objection to the announced change, Customer may within thirty (30) days of Creditinfo issuing the Announcement (**"Cancellation Period"**) send a notice of Customer's cancellation of the CEE/CRE Access Services and/or Address Check Service, as applicable (**"Cancellation"**). Customer's cancellation notice must be received by Creditinfo within the end date of the Cancellation Period to be effective. Such Cancellation shall become effective as of the end date of the Announcement Period. Creditinfo reserves the right to withdraw or amend any Announcement whether Customer sends a

Cancellation or not. Cancellation shall be Customer's exclusive remedy and Creditinfo's sole liability for any change in Transaction Fees, and shall not relieve Customer of any accrued payment obligation to Creditinfo, nor result in any refund to Customer.

#### 10.8.3 For CRE Access Services

10.8.3.1 **"CRE"** means the Central Register of Executions of the Slovak Republic, a public list maintained, operated and administered by the Slovakian Chamber of Executors.

10.8.3.2 **"CRE Report"** means:

(A) **"Basic CRE Report"**: An information whether the Subject of Interest is to date of Customer's inquiry, listed in CRE or not. In case that Subject of Interest is listed in CRE, such information shall include the number and general identification of Subject of Interest and registered execution(s) against such Subject of Interest available in CRE to date of Customer's inquiry; or

(B) **"Detailed CRE Report"**: A detailed information about one specified execution against Subject of Interest available in CRE to date of Customer's inquiry. Detailed CRE Report is not included in Basic CRE Report and provision of Detailed CRE Report requires Customer's explicit request.

10.8.3.3 **"Subject of Interest"** means any individual or legal person which is subject of Customer's inquiry for CEE Report or CRE Report.

10.8.3.4 **Access to Central Register of Executions of the Slovak Republic.** Subject to the terms and conditions of the Agreement, Creditinfo shall make Customer available the access to CRE Reports through the MultiConnector Software in exchange for a fee as set forth in the Agreement. Examples of CRE Access Services communication, i.e. examples of inquiries and responses valid as of the Effective Date, may be attached to the Agreement for informational purposes only and shall remain subject to change by Creditinfo at any time.

10.8.3.5 **Data Disclaimer.** All information provided to Customer by Creditinfo through CRE Access, including CRE Report (**"CRE Data"**) is proprietary information of Creditinfo's third party data providers (**"Data Providers"**). The Data is provided "as is" without warranty of any kind, including but not limited to warranties as to the accuracy, completeness or timeliness of the CRE Data. Creditinfo does not store, process, check or verify in particular the actuality of the CRE Data and does not provide additional research. Creditinfo and its Data Providers shall not be liable for any loss, damages or injury arising out of or in any way relating to the Data. Creditinfo's Data Providers are third party beneficiaries of these terms.

10.8.3.6 **CRE Reports Meter and Yearly Reset.** Creditinfo will charge and Customer will pay the Transaction Fees in accordance with the Agreement, the amount of which is determined depending on the number of CRE Reports accessed by Customer during each Calendar Year within the Subscription Term. The CRE Report meter automatically resets to zero on the first day of each Calendar Year. Example: If Customer accessed 1500 CRE Reports in Calendar Year 2018, Customer shall pay to Creditinfo the Transaction Fees as follows: first 500 CRE Reports will be charged at the rate of €2,00 each, CRE Reports no. 501 through 1000 will be charged at the rate of €1,00 each, and CRE Report no. 1001 through 1500 will be charged at the rate of €0,50 each. The CRE Reports meter will then reset to zero

on January 1, 2019.

**10.8.3.7 Change to the Transaction Fees.** Customer acknowledges that the Transaction Fees specified in the Agreement, provided by Creditinfo, are dependent on the fees payable by Creditinfo to Data Provider(s). Therefore, Creditinfo reserves the right to change the Transaction Fees payable under the Agreement from time to time. Creditinfo will advise Customer at least sixty (60) days ("**Announcement Period**") in advance of changes to be made to the Transaction Fees ("**Announcement**"). If Customer has an objection to the announced change, Customer may within thirty (30) days of Creditinfo issuing the Announcement ("**Cancellation Period**") send a notice of Customer's cancellation of the CEE/CRE Access Services and/or Address Check Service, as applicable ("**Cancellation**"). Customer's cancellation notice must be received by Creditinfo within the end date of the Cancellation Period to be effective. Such Cancellation shall become effective as of the end date of the Announcement Period. Creditinfo reserves the right to withdraw or amend any Announcement whether Customer sends a Cancellation or not. Cancellation shall be Customer's exclusive remedy and Creditinfo's sole liability for any change in Transaction Fees, and shall not relieve Customer of any accrued payment obligation to Creditinfo, nor result in any refund to Customer.

**10.8.4 For user enabled Products**

**10.8.4.1 Authorized Administrator.** Customer authorizes the person designated as the "Customer's Authorized Administrator" to receive official notices of updates and changes elements of the Software, manage the User access as authorized under the Agreement, and respond to other questions that may arise regarding Customer's usage of the Software to which Customer subscribes. Customer shall notify Supplier to change the person assigned to this role.

**10.8.4.2 User IDs and Passwords.** For the Software to which Customer subscribes under the Agreement, Creditinfo will assign a distinct user ID and password, with an administrative role, to Customer's initial Authorized Administrator. Customer may then create additional user IDs and passwords using that administration account. Customer may assign only one (1) person for each user ID allocation. Customer is responsible for completeness and accuracy of information Customer or its Users enter into Software. Supplier reserves the right to suspend or terminate any Customer's User account should the information Customer provided during such User registration process turns out to be incomplete or inaccurate. Individuals may not share user IDs and passwords. Customer must notify Supplier immediately of any actual or deemed unauthorized access to or use of Customer's user IDs or passwords or any security incident.

**10.8.4.3 User Deactivation.** If an individual who is a User leaves the company or department, or changes roles, such that the individual permanently no longer requires access to or use of the Software, or an individual who is a User temporarily leaves the company on a leave of absence, family leave, sabbatical, disability leave or other extended leave, (either a "Deactivated User"), Customer may deactivate that individual's user ID and password to prevent the individual from accessing or using the Software and that individual will no longer be counted as a User for purposes of Usage Limits. Customer may then assign a new User in place of the Deactivated User by issuing a new user ID and password. A Deactivated User may be subsequently re-activated as a User upon the

individual's return to work. However, Customer is not permitted under any circumstances to create or permit any virtual, shared, or alias user ID used by multiple individuals.

10.8.4.4 **User Restriction.** Customer confirms that its current total number of Users is less than or equal to the number of Maximum Users set forth above. In the event the number of Users exceeds the number of Maximum Users, Customer shall only be allowed to continue use of the applicable Creditinfo Products pursuant to the Expansion section, below. No usage right is allowed for or by any of Customer's subsidiaries or other affiliates.

10.8.4.5 **User Expansion.** In the event the number of Users exceeds the number of Maximum Users set forth above (an "**Excess**"), the license for the above Creditinfo Products will be conditioned on Customer's payment of an additional license fee ("**Additional License Fee**") calculated at Supplier's then current rates and policies in effect for such increased number of Users, for the period beginning on the commencement of the Excess. Upon payment of the Additional License Fee, the number of Maximum Users shall be adjusted to include the Excess, and such fees shall be non-cancelable and non-refundable. Customer shall report to Supplier upon the occurrence of any Excess by sending Supplier a written notice thereof (each such event a "**Reporting Event**"). Customer shall provide such reports to Supplier's Finance department via email to Account Manager designated above or by mailing to Supplier at the address set forth in the Agreement. Customer's failure to pay the Additional License Fee or provide the reports noted above within thirty (30) days from the applicable Reporting Event shall constitute a material breach of the Agreement.

10.8.4.6 **Term.** Subject to the terms and conditions of the Agreement, Customer may use the Creditinfo Products set forth herein on either a perpetual basis or for a fixed period of time as identified in the Agreement ("**Term**").

10.8.4.7 **Limitation on the number of Users.** The following Sections a - c apply if there is set limitation on the number of Users according to the Agreement.

- (a) **User Deactivation.** If an individual who is a User leaves the company or department, or changes roles, such that the individual permanently no longer requires access to or use of the Software, or an individual who is a User temporarily leaves the company on a leave of absence, family leave, sabbatical, disability leave or other extended leave, (either a "**Deactivated User**"), Customer may deactivate that individual's user ID and password to prevent the individual from accessing or using the Software and that individual will no longer be counted as a User for purposes of Usage Limits. Customer may then assign a new User in place of the Deactivated User by issuing a new user ID and password. A Deactivated User may be subsequently re-activated as a User upon the individual's return to work. However, Customer is not permitted under any circumstances to create or permit any virtual, shared, or alias user ID used by multiple individuals.
- (b) **User Restriction.** Customer confirms that its current total number of Users is less than or equal to the number of Maximum Users set forth in the Agreement. In the event the number of Users exceeds the number of Maximum Users, Customer shall only be allowed to continue use of the applicable Creditinfo Products pursuant to the Expansion section, below. No usage right is allowed

for or by any of Customer's subsidiaries or other affiliates.

- (c) **User Expansion.** In the event the number of Users exceeds the number of Maximum Users set forth in the Agreement (an "**Excess**"), the license for the Creditinfo Products will be conditioned on Customer's payment of an additional license fee ("**Additional License Fee**") calculated at Supplier's then current rates and policies in effect for such increased number of Users, for the period beginning on the commencement of the Excess. Upon payment of the Additional License Fee, the number of Maximum Users shall be adjusted to include the Excess, and such fees shall be non-cancelable and non-refundable. Customer shall report to Supplier upon the occurrence of any Excess by sending Supplier a written notice thereof (each such event a "**Reporting Event**"). Customer shall provide such reports to Supplier's Finance department via email to Account Manager designated above or by mailing to Supplier at the address set forth at the top of this Order Form. Customer's failure to pay the Additional License Fee or provide the reports noted above within thirty (30) days from the applicable Reporting Event shall constitute a material breach of the Agreement.

#### 11. **Revision of the License Terms**

Creditinfo may revise these License Terms from time to time. Any changes made will not be retroactive and the most current version of the License Terms, which will be available at [www.creditinfo.com](http://www.creditinfo.com), will govern the relationship between Creditinfo and the Customer. Creditinfo will within reason, use reasonable efforts to notify Customer of material revisions. Customer is aware and agrees that this version of the License Terms is attached to the Agreement for reference only and that the latest version of the License Terms will govern the relationship between the Parties and is at all times available on Creditinfo's webpage. By continuing to access or use Creditinfo Products and/or Support Services the Customer agrees to be bound by any such revised License Terms.