

Terms of Use for Rapid Deployment Solutions (RDS) developed by ROIABLE

This document represents binding Terms of Use issued by:

ROIABLE EOOD, having its seat and registered address at **70 Rodopski izvor str., Sofia 1618, Bulgaria**, hereinafter referred to as “**Supplier**”

based on the information provided by:

..., having its seat and registered address at ..., together with its affiliates and subsidiaries, hereinafter referred to as “**Customer**”.

The Customer shall return a signed copy of the Terms of Use to the Supplier which represents a binding contract between the Customer and the Supplier.

Effective Date: the later of two dates – the date of the last signature put to the Terms of Use and the date of installing the software in the Customer’s landscape.

Deliverables: The Supplier will provide to the Customer a software that is a Rapid Deployment Solution having functionalities as described in the User guide and the Configuration guide which constitute an integral part of the software package.

1. TERMS OF USE

Unless otherwise agreed to in a separate signed writing, the Customer’s access and use of the Rapid Deployment Solutions (RDS), or any services provided by it, is subject to this Terms of Use (TOU). Whenever there is a conflict between the terms in this TOU and separate software license, partnership and/or maintenance agreement between the Customer and the Supplier, the terms of software license, partnership or maintenance agreement shall prevail.

By accessing or using RDS, the Customer accepts and agrees to abide by the terms of this TOU. If the Customer does not agree to the terms of this TOU, the Customer must not attempt to access or use RDS.

2. CHANGES AND NOTICES

The Supplier is constantly working to improve RDS, but does not guarantee in any way any new functionalities, versions, content, or extensions of any RDS. This clause does not apply to fixing errors or bugs in the RDS which the Customer has a valid subscription for.

The Supplier preserves the right to modify, change or discontinue any part or all parts of any RDS and/or related Services in the next versions of the RDS. The Supplier is obliged to inform authorized representative of the Customer in written form per e-mail at least 90 days in advance for any such changes.

3. SUPPORT

Support service is included with any subscription and it covers any errors discovered in RDS listed in point 3 preventing them from executing successfully the list of functionalities as described in the User guide and the Configuration guide.

The support will be provided according to the following procedure:

Step 1: Notification of Supplier. (a) Requests with priority “Crisis” or “Urgent” are communicated to the Supplier initially by phone and e-mail and then in a ticket system; (b) Requests with priority “Normal” are communicated to the Supplier through a ticket system.

Step 2: Supplier response – regardless of the priority of the request the Supplier provides support confirmation code for the request in the ticket within the defined response times.

Step 3: Status update or any other additional information requested by Supplier (optional step) – to be provided in the respective ticket.

Step 4: Supplier Request for confirmation – after the request is resolved the Supplier should change the status to “Pending confirmation” within the respective ticket.

Step 5: Customer confirms or rejects the provided resolution.

a) Resolution is confirmed by the Customer – ticket is set to status “Positive”. Root cause analysis and further corrective actions, if applicable, should be communicated to the Customer.

b) Resolution is not confirmed by the Customer – request is returned to the Supplier for additional processing – status “Info provided” or “Negative”. In these cases, the steps 2,3,4 should be executed again until the request is confirmed by the Customer.

The Customer and the affiliated or related entities shall provide Supplier with the necessary remote access to their respective systems so that the Supplier can provide remote diagnostic and support services.

Errors are classified as follows:

Priority Level	Definition	Supplier response time	Targeted resolution time	Commitment
Crisis	An error that renders the product inoperative or causes the product to fail catastrophically.	1 hour (4 hours in non-working hours)	1 day	Supplier and Customer will commit the necessary resources around the clock for problem resolution, to obtain workaround or reduce the priority of the error. Phone call is a must to inform the Supplier of the situation.
Urgent	An error that substantially degrades the performance of the product or materially restricts business.	4 hours (8 hours in non-working hours)	2 days	Supplier and Customer will commit full-time resources during normal business hours for problem resolution, to obtain a workaround or reduce the priority of the error and alternative resources during non-working hours. Phone call is a must to inform the Supplier of the situation.
Normal	An error that causes only a minor impact on use of the product.	1 working day	5 working days	Supplier and Customer will commit full-time resources during normal business hours for problem resolution.

4. CONFIDENTIAL INFORMATION

The Customer agrees not to reproduce any Confidential Information (defined below) to which they are provided access through RDS in any form except as authorized at the time of disclosure. Any reproduction of Confidential Information shall remain property of the Supplier and/or its original owner and shall contain any and all confidential or proprietary notices or legends which appear on the original.

The Customer agrees to (a) take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) to use Confidential Information solely as authorized at the time of disclosure and (c) not to disclose any Confidential Information to any party without the prior written consent of the Supplier. The Customer does not acquire any rights in Confidential Information except the limited rights as described above. In no event shall the Customer use Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on RDS, or compete with RDS in whole or in part.

As used herein, Confidential Information shall mean all trade secrets and other information, software products which the Supplier or third parties protect against unrestricted disclosure to others which is either labeled Confidential, accessed through RDS, pursuant to software

downloads, or reasonably identifiable as confidential based on the type of information and the manner of its disclosure. Reasonable steps mean those steps the Customer takes to protect their own similar Confidential Information, which shall not be less than a reasonable standard of care.

The Customer shall not be obligated to treat information as Confidential Information if such information (i) was rightfully in its possession prior to receipt from or disclosure by the Supplier; or (ii) is or becomes public knowledge other than through the Customer's fault; or (iii) is or was rightfully disclosed to the Customer by a source other than the Supplier or any party under their respective control; or (iv) is independently developed by the Customer without use of the Confidential Information disclosed hereunder; or (v) must be disclosed by the Customer according to mandatory applicable law.

The Customer is not permitted to access ROIABLE or third party Confidential Information which the Customer is not explicitly licensed to use.

5. COPYRIGHT POLICY

Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holders' rights. The Customer agrees that they or 3rd party vendors of the Customer will not use RDS to infringe the Intellectual Property Rights of the Supplier or others in any way. For the purpose of this point all actions of the Customer and vendors providing support to the Customer that are part of standard business operations like installing, reinstalling, copying, moving or backing-up the RDS and all data processed via RDS on different systems that are owned by the Customer will be considered an authorized action.

The Customer must not remove, overprint, or deface any notice of copyright, trademark, logo, legend, or other notice of ownership from any originals or copies of third party software. As used herein, Intellectual Property Rights means patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade secret or confidentiality rights, and any other intangible property rights including applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

6. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Proprietary Rights to any Supplier's software, Materials and Services shall belong to the Supplier. Nothing in this TOU shall be deemed to give the Customer the right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Supplier's software, Materials, or Services for any reason unless otherwise permitted by law. The Customer hereby agrees to assign to the Supplier any modifications or derivative works of any Supplier's software, Materials or Services made by the Customer in contravention of this limitation.

All Intellectual Proprietary Rights to any SAP software, Materials and Services used together with RDS of the Supplier shall belong to SAP. SAP and any SAP products and services mentioned herein as well as their respective logos are trademarks or registered trademarks of SAP SE (or an SAP affiliate company) in Germany and other countries.

The Supplier guarantees that none of the RDS and related Material and Services from the Supplier infringe in any way Intellectual Property Rights to any 3rd party software provider.

7. PERMISSIBLE USE

Usage of Materials and Services provided in RDS is permitted only for the Customer's sole business purpose in the scope of this TOU. The Supplier's software, Materials and/or Services made available in RDS may not be accessed, used or distributed by or to any third party unless stated otherwise. This restriction notwithstanding, Materials and Services may be accessed and used by third parties as long as such third party is acting on Customer's behalf or as Customer's subcontractor and in the scope of the Customer's valid software license, partnership and/or maintenance agreement and solely for the Customer's business purposes. The Customer is responsible to ensure that any service of such third party is in compliance with this TOU and the requirements of such software license, partnership and/or maintenance agreement.

The Customer is permitted to use RDS only in strict compliance with the terms of this TOU, so long as the Supplier's Materials and Services are not being gathered for a use in any manner which is or could be detrimental to the Supplier (unless such use is otherwise protected by law).

The Customer in this clause includes also the Customer's affiliates and subsidiaries.

8. TERMINATION AND ACCOUNTABILITY

In the event the Customer is in material breach of this TOU, the Supplier may, at its sole discretion, suspend or terminate the Customer's subscription and refuse the Customer any current or future use of RDS.

The Customer agrees not to use RDS to:

publish, upload, post, email, transmit or otherwise make available any content that (a) the Customer does not have the right to make available (b) is unlawful, harmful, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual Property Rights of any party, (d) includes any unsolicited or unauthorized advertising, promotional materials, surveys, junk mail, spamming, chain letters, or any other form of solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage or limit the functionality of any computer hardware, software or other property;

violate any applicable local, state, national or international law and any regulations.

9. INDEMNITY

The Customer agrees to indemnify and hold the Supplier, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney's fees, made by any third-party due to or arising out of the Customer's content or the Customer's usage of the RDS and related Materials or Services, the Customer's breach of this TOU or the Supplier's Copyright or Privacy Statements, or the Customer's alleged violation of any other rights of a third party.

The Supplier agrees to indemnify and hold the Customer, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney's fees, (i) made or threatened by any third-party due to that RDS or any related Materials or Services from the Supplier are infringing or may infringe a third-party's Intellectual Property Rights; or (ii) otherwise arising out of the Customer's content or the Customer's usage of the RDS and related Materials or Services, if the claim or demand is not a consequence of the fact that the Customer's use of RDS has breached any of the clauses of the current TOU.

10. WARRANTY

The Supplier is responsible for meeting the service levels in column three and four of the table in clause 3, and to correct any errors discovered in the RDS preventing them from executing successfully the list of functionalities as described in the User guide and the Configuration guide if the errors are discovered and communicated to the Supplier in a period when the Customer has a valid subscription.

The Supplier is responsible to correct any errors discovered in RDS purchased by the Customer creating a risk to be exploited by software virus, Trojan horse, worm, time bomb, cancelbot, corrupted file, or any other computer file or software designed to interrupt, destroy, damage, or limit the functionality of any computer hardware, software or other property no matter when the errors are discovered and communicated to the Supplier.

11. EXCLUSION OF SOFTWARE WARRANTIES

The Supplier does not represent or endorse the accuracy or reliability of any (i) links to web-pages of third parties, or the content obtainable on such web-pages or (ii) information provided by third parties and used by the Customer together with RDS. The Supplier does not take responsibility or bear any obligation for warranty related to any 3rd party (including, but not limited to SAP) software and related features. The Supplier cannot be held

responsible if discontinuation or major changes in 3rd party software affects the usage of RDS.

12. LIMITATION OF LIABILITY

Unless provided otherwise in software license, partnership and/or maintenance agreement, to the extent allowable by applicable law, the Supplier and its affiliates, subsidiaries, officers, employees, agents, partners, and licensors are not liable to the Customer for any direct, indirect, incidental, special, punitive, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, revenue, goodwill, use, data, or other intangible losses, caused, whether in contract, or otherwise, arising out of or resulting from: (i) the use or the inability to use RDS; (ii) the cost of procurement of substitute goods and services; (iii) unauthorized access to or alteration of the Customer's transmissions or data; (iv) statements, messages, or conduct of any third party. Notwithstanding anything to the contrary herein, these limitations shall not apply in case of willful misconduct or gross negligence by the Supplier and in case of the Supplier's statutory liability for personal injury and defective products.

These limitations shall not apply also if the Supplier is in breach of their warranty obligation in clause 12, because the Supplier is then liable for covering the loss and extra expenses of the Customer, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors because the warranty is not met.

13. APPLICABLE LAW

RDS are created and controlled by the Supplier in Republic of Bulgaria. Therefore, the Bulgarian law and any superseding EU law will govern this TOU without giving effect to any principles of conflicts of laws.