

TERMS AND CONDITIONS TO PROVIDE A TOOL FOR SENDING MESSAGES - WAYWER

1. DEFINITIONS

1.1. The notions below take the following meaning

"Environment" means an individual and dedicated administrative account attributed to each customer in the Waywer system;

"Agreement" - means an agreement concluded between Contractor and Ordering Party;

"Waywer" - means a system with which the Ordering Party will be able to create and send messages to designated recipients registered with Polish mobile network operators using telecommunications networks;

"Lite Message" - means a message version sent from the Waywer system, in which the Customer has summary information about the number of messages sent and received, without access to the administrator panel and full reporting;

"Standard Message" - means a message version sent from the Waywer system, in which the Customer has access to the administrator panel and full reporting on shipments;

"Contractor" - means Waywer Sp. z o.o. (limited liability company) with its registered office in Lublin (address: Tomasz Zana 11a, 20-601 Lublin), entered into Business Register of the National Court Register kept by Regional Court for Lublin-Wschód in Lublin, with its registered office in Świdnik, VI Economic Division of the National Court Register under KRS 0000660345, REGON: 366411975, TID (NIP): 7123328658;

"Ordering Party" - means a person or entity purchasing services from the Contractor (as indicated in the purchase order).

2. SUBJECT OF THE AGREEMENT TOGETHER WITH THE DELIVERY DATE AND DURATION OF THE AGREEMENT

2.1. On conditions specified in the Agreement and during its term, the Contractor undertakes, against remuneration, to:

a) grant the Ordering Party access to Waywer based on a license (as specified in point 3 below) and perform implementation activities specified in the purchase order,

b) sell the specified monthly package of messages (Lite Messages and/or Standard Messages) enabling their sending,

and, if the Parties expressly agree so, also to

c) support the implementation of the campaign in a form agreed by the Parties and specified in the purchase order.

2.2. The Parties agree on the following deadlines for implementation:

a) granting access to the Waywer system together with onboarding activities within the deadline specified in the purchase order,

b) sales of the specified message package,

and

c) support in the implementation of the campaign, if the scope of services includes such support, within the deadline specified in the order form.

2.3. The Agreement is concluded for an indefinite period of time with one month's notice at the end of the month.

3. LICENSE

3.1. The Contractor represents that it enjoys unlimited and exclusive rights to use Waywer system and that these rights are in no way encumbered with third-party rights.

3.2. For the remuneration referred to in paragraph 4.1.a herein, the Contractor grants the Ordering Party a license to use the Waywer system exclusively to the extent provided for in this Agreement.

3.3. This license is a non-exclusive license for the Waywer system granted for the term of the Agreement, without any territorial limitations.

3.4. The Ordering Party shall not have the right to transfer the license to any other entities without the Contractor's consent.

3.5. The Contractor grants the license for an unlimited number of devices.

3.6. The license does not cover access to source code.

3.7. For the Ordering Party to be able to use Waywer, the Contractor grants it the right to:

a) Use Waywer for its own needs,

b) display in public and playing back in such a way that anyone could access Waywer in a place and at a time of their choice.

3.8. The Waywer license is granted for the term of the Agreement from the day on which access to it was provided to the Ordering Party. The license expires upon termination or expiry of the Agreement or as a result of its ending for other circumstances.

3.9. For the remuneration specified in section 4.1.a herein, the Ordering Party shall receive any updates and access to new Waywer functionalities.

3.10. Under the pain of nullity, the Ordering Party may not, without the Contractor's prior written consent:

a) resell, rent, lease, lend, grant leasing, sublicense or distribute the Waywer system otherwise,

b) make changes to the user manual.

3.11. Under no circumstances may the Ordering Party:

a) decompile, alter, reverse engineer or otherwise interfere with Waywer,

b) copy or otherwise create derivative systems, software or applications,

c) remove or cover any trademarks in Waywer,

d) print or record the Waywer source code in another manner.

3.12. Under the pain of nullity, the Ordering Party may not assign its rights to Waywer without the Contractor's prior written consent.

4. REMUNERATION

4.1. The Ordering Party undertakes to pay the Contractor remuneration for the performance of the Agreement, defined in Purchase Order.

4.2. The count of the sent messages depends on the number of characters in a single message and shall follow the rules specified in the table below:

Number of messages	Without special characters	With special characters
1 message	612 characters	268 characters
2 messages	1,224 characters	536 characters
3 messages	1,530 characters	670 characters

4.3. Payments of remuneration for correct performance of the Agreement shall be based on invoices, to the bank account of the Contractor indicated in the invoice, within the deadline specified in the purchase order.

4.4. In the event of Ordering Party's delays in payment of any invoice issued by the Contractor in connection with the performance of this Agreement exceeding 30 (in words: thirty) days, the Contractor shall have the right to block access to the Waywer system.

4.5. If the purchase message package is not used in a given month, it shall not be available in the subsequent billing periods (applies to monthly message package).

4.6. If in a given month, the number of messages exceeds the size of the purchased package, for each message sent above the purchased monthly package the Contractor shall charge the Ordering Party with additional remuneration as specified in the purchase order. The remuneration for exceeding the package size shall be added to the invoice for the services specified in point 2.1.b, issued for the following settlement period (applies to monthly message package).

5. LIABILITY

5.1. The Contractor guarantees the quality of providing services (SLA), the scope of which is defined in point 7.

5.2. The Contractor shall not be liable for any infringement of the rights of third parties or personal rights of third parties to the materials used by the Customer during its use of the Waywer system, and shall not be liable for any content posted by the Customer in the Waywer system.

5.3. The Contractor shall not be liable for lost profits, indirect damages, contractual penalties, production damages, for any losses, claims or costs, or for any damages, in particular consequential, indirect or accidental, lost profits or savings, even if the Contractor's representative was informed about the possibility of suffering such losses, damages or claims, and its

liability under warranty. The exclusions and limitations specified above shall apply to the extent that they are permitted by the laws in force in the Ordering Party's country.

5.4. The Contractor shall not be liable for any damage that may occur as a result of using Waywer, including any loss of information or losses resulting from using Waywer or lack of use possibilities.

5.5. The Contractor shall grant access to Waywer software on an "as is" basis without any guarantee, in particular concerning the Customer's ability to use it commercially or generate revenue.

5.6. The exclusions and limitations of liability referred to in points 5.2 to 5.5 above, do not apply to acts or omissions caused by wilful misconduct, as well as to incorrect and illegal processing of personal data.

5.7. Waywer's liability shall be limited to the amount of the remuneration actually received, both for damage resulting from a single event (individual damage) and for multiple events, including unrelated events (cumulative damage). The liability limitation does not apply to damages caused by wilful misconduct.

6. GENERAL CONDITIONS FOR USE OF THE WAYWARD SYSTEM

Technical conditions

6.1. The Contractor undertakes to maintain, support and ensure the proper functioning of the Waywer system only with respect to its latest version available to the Ordering Party.

6.2. The Contractor undertakes to maintain, support and ensure the proper functioning of Waywer messages on mobile devices for the two latest releases of iOS and Android.

6.3. The Contractor represents that it will carry out maintenance on Waywer that may cause difficulties or prevent the Customer from using Waywer. The maintenance shall be organized in the following manner:

a) the dates and expected duration of the maintenance works shall be published on the Waywer website or an e-mail shall be sent prior to the commencement of works,

b) in special cases affecting the safety or stability of the Waywer system, the Contractor shall be entitled to temporarily discontinue or limit the provision of its services without prior notice and to carry out maintenance works intended to restore its safety.

6.4. Difficulties or impossibility to use the services for the reasons indicated in point 6.3 above shall not be a ground for any claims against the Contractor. Neither shall the Contractor be liable for interruptions in the provision of services in the following cases:

a) when the interruption results from a failure or faulty functioning of telecommunication and IT systems for which the Contractor is not responsible,

b) if the interruption results from incorrect login on the part of the Ordering Party.

6.5. If the Ordering Party's account used during the provision of the service will be inactive for a period of 6 (six) months, the Contractor may delete the Ordering Party's account. No paid events over a 6 (six) month period are considered inactivity.

6.6. For the remuneration specified in point 4.1.a of this document, the Employer shall be entitled to services of the support department, which shall receive applications to the e-mail address: support@waywer.com

Unauthorised use of the application

6.7. The Ordering Party shall be obliged to refrain from any abuse of electronic means of communication, in particular through:

a) providing false or misleading identification of the sender,

b) sending messages to recipients who have not consented to receive them as required by law,

c) sending more than 20 messages to one phone number within 24 hours,

d) sending messages promoting Premium SMS / Premium Rate services (SMS at higher rates),

e) using the service to send SPAM, in particular:

(i) sending Messages containing unsolicited commercial information within the meaning of the Act of 18.07.2002 on the provision of services with electronic media,

- (ii) sending Messages concerning games of chance or parimutuel betting within the meaning of the provisions of the Act of 19.11.2009 on hazard,
- f) provision of the following content with ICT systems:
- (i) content causing disruption of work or overloading of ICT systems of the Contractor or other entities directly or indirectly involved in rendering services by electronic means,
- (ii) content infringing upon the good of the Contractor, third parties, generally accepted social or moral norms, inconsistent with generally binding legal regulations in force at the place of sending or the place to which the message is addressed.

7. SLA

SLA definitions

7.1. The terms used in this paragraph take the following meanings:

"Breakdown" - an unplanned interruption in the availability of services provided by the Contractor to the Ordering Party on the basis of the concluded Agreement, which is caused by irregularities in the operation of the technical infrastructure;

"Defect" - lack of partial functionality of the service, which is caused by irregularities in the operation of the technical infrastructure;

"Problem" - lack of partial functionality of the service, which is caused by irregularities in the operation of the technical infrastructure, causing little inconvenience for the Ordering Party.

"Notification" - Ordering Party's information sent to the Contractor via e-mail about the Failure, Defect or Problem;

"Availability of services" - time in which services are available to the Ordering Party;

"Maintenance break" - lack of availability of services due to the necessity of carrying out the scheduled maintenance works. Maintenance break must not reduce the service availability time;

"Business hours" - hours in which technical support is provided. Monday to Friday from 9:00 a.m. to 5:00 p.m., excluding public holidays;

Warranties and Quality standards

7.2. Quality assurance:

Service	Level
Service availability time	97% of time monthly
Frequency of making back-up copies	1 x every 24h
Guaranteed back-up copy storage time	72h

7.3. Quality standards:

Service	Level
Maximum time needed to confirm a notification by an employee of the support department in case of Failure	12h (including public holidays)
Maximum time needed to confirm a notification by an employee of the support department in case of Defect or Problem	8h (working time)
Maximum Failure remedy time	24h (including public holidays)
Maximum Defect remedy time	24h (working time)
Maximum Problem remedy time	40h (working time)

7.4. The Ordering Party shall notify of a Breakdown, Defect or Problem by e-mail to the address indicated in the Agreement or via the Customer's portal. The notification should contain at least the following information:

- Customer's name,
- The date and time of the occurrence of Breakdown, Defect or Problem,
- A detailed description of the irregularities,
- Name and contact details (telephone and e-mail address) of a contact person responsible for the notification,

7.5. Repair time for Breakdown, Failure, Problem shall be counted from notification receipt confirmation by the on-duty support department staff member.

Technical Breaks.

7.6. Under the SLA document, the Contractor guarantees that all technical breaks will take place at night: between 9 p.m. and 9 a.m. and will not exceed 12 hours at a time.

7.7. If there is an increased risk of failure, which requires immediate intervention, the Contractor may order a technical break other than within the hours indicated above in point 7.6, of which it shall inform the Ordering Party as soon as possible after making a decision on the necessity of organizing a technical break.

8. PROCESSING OF DATA

Administrator and Processing Entity

8.1. In connection with the performance of the subject of the Agreement, the Contractor gains access to personal data administered by the Ordering Party. Therefore, the Contractor is an entity processing such data within the meaning of the Regulation Resolution of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on protection of natural persons in connection with personal data processing and on free transfer of such data, repealing Regulation 95/46/EC (General Data Processing Regulation), hereinafter referred to as **"Regulation"** or **"GDPR"**.

Personal data processing

8.2. Pursuant to Article 28 of the Regulation, on terms and conditions set out in this Agreement, the Ordering Party (**"Data Administrator"**) entrusts the Contractor (**"Processing Entity"**).

8.3. The Processing Entity undertakes to process the personal data entrusted to it in accordance with this Agreement, the Regulation and other generally applicable laws that protect the rights of data owners.

8.4. The Processing Entity declares that it applies security measures that meet the requirements of the Regulation.

Scope and purpose of the processing

8.5. The Processing Entity shall process the ordinary data of the Administrator's employees, Administrator's candidates, customers or future customers, such as name, surname, telephone number, e-mail address, job, entrusted under the Agreement.

8.6. The Processing Entity shall process personal data entrusted by the Administrator exclusively for the purpose of performance of the Agreement.

Obligations of the Processing Entity

8.7. While processing the personal data entrusted to it, the Processing Entity undertakes to protect it by applying appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risk related to the processing of personal data referred to in Article 32 of the Regulation.

8.8. The Processing Entity undertakes to exercise due diligence in the processing of personal data entrusted to it.

8.9. The Processing Entity shall process personal data only following a documented Administrator's order, which also covers the transfer of personal data to a third country or an international organisation, unless an obligation is imposed on it by Union law or by the law of the Member State to which the Processing Unit is subordinate. In such a case, the Processing Entity shall inform the Administrator of such a legal obligation prior to commencing processing, unless that law prohibits the provision of such information on the grounds of important public interest.

8.10. The Processing Entity undertakes to grant authorization for the processing of personal data to all persons who process the entrusted data for the purpose of implementing this Agreement.

8.11. The Processing Entity undertakes to ensure that the data processed by the persons authorized to the processing of personal data for the purpose of this Agreement are kept secret (as specified in Article 28(3)(b) of the Regulation), both during their employment with the Processing Entity and after its termination.

8.12. Upon termination of the provision of processing services, the Processing Entity shall delete or return to the Administrator any personal data requested by the Administrator together with any existing copies thereof, unless EU or Member State law requires such personal data to be stored. The Processing Entity shall perform the activities referred to in the preceding sentence within the time limit specified by the Administrator, and in the absence of such a time limit within 30 days of the termination, expiration or withdrawal from the Agreement.

8.13. If possible and within the necessary scope, the Processing Entity shall assist the Administrator in complying with the obligation to respond to the data subject's requests

and to comply with the obligations set forth in Articles 32-36 of the Regulation.

8.14. After discovering a breach in personal data protection, without undue delay the Processing Entity shall notify the Administrator within 24 hours, and when possible, provide a description of the nature of the breach and the proposed corrective measures, categories and approximate number of data subjects, the impact of the breach and likely consequences for the Administrator and data subjects.

Right to inspection

8.15. Pursuant to Article 28(3)(h) of the Regulation, the Administrator shall have the right to inspect whether the means used by the Processing Entity to process and secure the personal data entrusted to it comply with the provisions of the Agreement.

8.16. The Administrator shall exercise its inspection right during the working hours of the Processing Entity and with a minimum of 5 days' notice.

8.17. The Processing Entity undertakes to rectify any deficiencies found during the inspection within a time limit specified by the Administrator, which shall not exceed 5 working days.

8.18. The Processing Entity shall provide the Administrator with all information necessary to prove the fulfilment of obligations specified in Article 28 of the Regulation.

Sub-contracting personal data processing

8.19. The Processing Entity may entrust personal data subject of this Agreement for further processing to reputable subcontractors, but only for the purpose of performing the Agreement.

8.20. The Administrator agrees for entrusting the processing of Personal Data to the following subcontractors: LINK Mobility Poland Sp. z o.o. or INFOBIP Sp. z o.o. in accordance with the provisions of this point 8, including subsection 8.3.

8.21. Before using the services of any new subcontractor, changing or replacing a sub-contractor, the Processing Entity shall inform the Administrator in writing or by electronic measures of such circumstances, and shall promptly provide the Administrator with further details concerning the terms and conditions regulating Processing Entity's employment of subcontractors. The Administrator may raise its objections concerning the subcontractor in writing or by electronic means.

8.22. Transfer of the entrusted data to a third country may only take place upon the written order of the Administrator unless such an obligation is imposed on the Processing Entity by EU law or by the law of the Member State to which the Processing Entity is subject. In such a case, the Processing Entity shall inform the Administrator of such a legal obligation prior to commencing processing, unless that law prohibits the provision of such information on the grounds of important public interest.

8.23. The same guarantees and obligations as those imposed by this Agreement on the Processing Entity shall be applicable to the subcontractor referred to in point 8.19 above.

8.24. The Processing Entity shall be fully liable to the Administrator for any subcontractor's failure to comply with data protection obligations to the same extent as if they were acts and omissions of the Processing Entity.

Responsibility for data processing

8.25. The Processing Entity is responsible for making available or using personal data in a way infringing upon the Agreement, and in particular for making the personal data entrusted for processing available to unauthorised persons.

8.26. The Processing Entity undertakes to immediately inform the Administrator of any proceedings, in particular administrative or judicial, concerning its processing of personal data specified in the Agreement, of any administrative decision or ruling concerning the processing of such data addressed to the Processing Entity, as well as of any planned, if known, or completed inspections concerning the processing of such personal data by the Processing Entity, in particular those conducted by inspectors authorised by the Inspector General for the Protection of Personal Data (GIODO). This paragraph only concerns personal data entrusted by the Administrator.

End of personal data processing

8.27. The Administrator may request the cessation of the processing of data with immediate effect when the Processing Entity:

- despite the Administrator's order to remedy the deficiencies found during an inspection, the Processing Entity does not remedy them within the set time limit,
- processes personal data in a manner inconsistent with the Agreement,
- entrusted the processing of personal data to another entity without the consent of the Administrator.

Confidentiality

8.28. The Processing Entity undertakes to keep secret all information, data, materials, documents and personal data received from the Administrator and from persons cooperating with it, as well as data obtained in any other way, whether intentional or accidental, orally, in writing or with electronic means ("**confidential data**").

8.29. The Processing Entity represents that in connection with the obligation to keep confidential data secret, it shall not be used, disclosed or made available without the written consent of the Administrator for purposes other than the performance of the Agreement unless the necessity to disclose such information results from the applicable provisions of law or the Agreement.

9. FINAL PROVISIONS

9.1. The Contractor shall have the right to withdraw from the Agreement with immediate effect in the event of Ordering Party's breach of the terms and conditions of this Agreement, in particular in the case provided for in point 4.4 herein.

9.2. The Software and any copies of Waywer made by the Ordering Party shall remain the intellectual property of the Contractor, or licensed by the Contractor and shall remain with the Contractor. The structure, organization, and code shall constitute valuable intellectual property (e.g. trade secrets and confidential information) of the Contractor or of the entity from which the system is licensed. The Software is protected by the provisions of laws, including the laws of Poland and other countries, and by international agreements. Unless expressly provided otherwise in this Agreement, it shall not serve as a basis for granting the Ordering Party any intellectual property rights to Waywer, and all rights not expressly granted to the other party shall remain the property of the Contractor.

9.3. The Ordering Party agrees to the company's image being processed in such a way that Waywer shall be entitled to use the Ordering Party's logo or trade name to inform interested parties about its customer portfolio.

9.4. Any matters not provided for in the Agreement shall be governed by the provisions of Polish law, in particular the Polish Civil Code, the provisions of the Copyright Act and related acts. In case of conflict between the provisions of the regulations and the Agreement, the provisions of the Agreement shall prevail. In case of a contradiction between this document and the purchase order, the provisions of the purchase order shall take priority.