

## SOFTWARE LICENSE TERMS

Version: 7.0 (2 February 2026)

These Software License Terms and all the other documents referred to herein (collectively “**Terms**”) set out the rules under which Kentico Group companies provide to its customers the license to use the on-premise digital experience platform software - **Xperience by Kentico** or **Kentico Xperience 13** (the “**Software**”).

Prior to the conclusion of the Agreement (as defined below) between the Parties, Provider submits to Customer an offer letter (the “**Offer**”) based on Customer’s requirements (or quote (the “**Quote**”) if no Offer was submitted). The Offer sets out the variable parameters under which the Software shall be provided to Customer.

The software license agreement (the “**Agreement**”) is concluded and becomes legally binding upon the first to occur of the following:

- a) the signature of the Offer by both Parties;
- b) Customer clicking to accept the Terms in the Client Portal (as defined below), where this option is made available;
- c) Customer clicking to accept the Terms during the installation of the Software;
- d) Customer’s acceptance of the Quote, including by confirming the Quote, placing an order, or otherwise indicating acceptance by conduct; or
- e) Customer’s use of the Software after the Terms have been made available to the Customer.

If Customer does not agree to the Terms, Customer must not use the Software.

By entering into this Agreement, Customer represents that any person acting on its behalf in connection with the conclusion of this Agreement and/or acceptance of the Terms is duly authorized to do so and has the legal capacity to bind the Customer.

In the case of any discrepancies between the Terms and the Offer, the Offer shall prevail.

### 1. SUBJECT MATTER OF THE AGREEMENT

- 1.1 Provider hereby undertakes to provide Customer with the Software and to grant to Customer the right to use the Software, and Customer hereby undertakes to pay Provider a fee set out in the Offer and to use the Software under the conditions hereof. The Offer may be attached as Schedule 1 and forms an inseparable part of the Agreement. Further, Provider undertakes to provide Customer with Support Services under the conditions hereof as defined in section 10 of this Agreement and may provide Additional Services as per section 3.
- 1.2 Up-to-date detailed specification of the Software and its functions (the “**Software Specification**”) is available online at
  - a) <https://docs.kentico.com> for **Xperience by Kentico**, and

- b) <https://devnet.kentico.com/documentation/kentico-13> for *Kentico Xperience 13*, which provides information and technical documentation about the Software.
- 1.3 Customer acknowledges that the Software is being provided as an evergreen software and in order to improve and keep the Software, Provider reserves a right to make changes by means of hotfixes, updates or upgrades (together referred to as the “**Release**”) that Provider deems necessary or useful to comply with applicable law, enhance the quality of the Software, cost efficiency or performance. Provider will endeavor to avoid changes that are incompatible with Customer’s current use of the Software, or cancelling current functions without a substitute. Customer can subscribe to receive service updates at
- a) <https://docs.kentico.com/changelog> for *Xperience by Kentico*, and
- b) <https://docs.kentico.com/13/installation/hotfix-instructions-xperience-13> for *Kentico Xperience 13*.
- 1.4 Customer is entitled to request migration from on-premise version of the Software to the use of the Software as a cloud-based service (the “**Service**”). Provider shall enable such migration on condition that a separate agreement on provision of the Service is concluded between Customer and Provider. If the migration occurs during the Subscription Term (as defined below), the proportional (unconsumed) part of fee paid by Customer under this Agreement shall be used as a partial payment for the Service and other performance by Provider related to the migration (e.g. data migration).

## **2. SOFTWARE PARAMETERS AND SOFTWARE DELIVERY**

- 2.1 The Software parameters are set out in the Offer and form an inseparable part thereof. The Software shall be provided to Customer in the latest version available.
- 2.2 The Software is provided for the total period stated in the Offer (the “**Subscription Term**”). The Subscription Term consists of one or more subscription periods (the “**Subscription Period**”). The Subscription Period is 12 months unless specified otherwise in the Offer.
- 2.3 After the conclusion of the Agreement, Provider will create a user account for Customer on the Client Portal, which is accessible online at <https://client.kentico.com> (the “**Client Portal**”) (unless Customer’s user account has already been created previously) and provide Customer with login information for this user account.
- 2.4 After the conclusion of the Agreement, Provider shall deliver the Software to Customer by making it available for its download. Customer shall receive a serial number or a registration link that allows Customer to activate the license and generate the license keys, including the license keys for developing, testing and staging (the “**Delivery of the Software**”).
- 2.5 Subscription start date will commence as of the Delivery of the Software, unless specified otherwise in the Offer (the “**Subscription Start Date**”).

### **3. ADDITIONAL SERVICES**

- 3.1 If the current settings of the Software allow it, Customer may elect to use certain additional features or services intended for use together with the Software or to use the Software to an increased extent (the “**Additional Services**”).
- 3.2 Additional Services may be provided either as license-dependent Additional Services (the “**License Additional Services**”) or license-independent Additional Services (the “**Independent Additional Services**”).
- 3.3 Additional Services are optional and may be subject to separate commercial terms, pricing, or limitations. Additional Services are not enabled by default, and their availability, scope, and applicable conditions are described in the Software Specification or on Provider’s website.
- 3.4 License Additional Services form an integral part of the Software and are governed by the same license terms as the Software. The right to use License Additional Services is connected to the Software, terminates together with the applicable Subscription Term and cannot be terminated separately.
- 3.5 Independent Additional Services may be purchased separately and may be subject to separate commercial terms, pricing, duration, and termination conditions. Unless expressly stated otherwise, the right to use Independent Additional Services is limited to the duration of the applicable Subscription Term and shall terminate automatically upon its expiration or termination.

### **4. AIRA**

- 4.1 AIRA is an optional License Additional Service provided as part of the Software that offers assistive artificial intelligence functionality by generating automated outputs in response to Customer-provided inputs, prompts, or instructions. AIRA operates solely based on Customer interaction and is designed to support, and not replace, human judgment.
- 4.2 AIRA is provided on an opt-in basis only. Unless Customer explicitly enables or uses AIRA, no artificial intelligence or machine-learning functionality is activated within the Software.
- 4.3 Information regarding the availability, scope, and functionality of AIRA is available online at <https://www.kentico.com/platform/aira-pricing-usage-policies>.

Provider may modify, suspend, limit, or discontinue AIRA, in whole or in part. Where any such change constitutes a material adverse change or discontinuation of AIRA, Provider will use commercially reasonable efforts to provide advance notice to Customer, except where immediate action is required due to legal requirements, security incidents, or other circumstances requiring urgent action. AIRA is provided without any service level agreement (SLA), uptime commitment, or performance guarantee.

- 4.4 Unless Customer chooses to use AIRA, Provider shall not process the Content or the Personal Data using artificial intelligence or machine-learning technologies. Where the Customer uses AIRA:
- a) Provider may process the Content, including prompts and generated outputs, solely for the purpose of facilitating the Customer's interaction with AIRA.
  - b) AI-generated outputs are generated dynamically and are not retained by Provider as a functional output of the Software. The Customer is solely responsible for storing, reviewing, and using any AI-generated outputs.
  - c) Provider shall not use the Content or the Personal Data to train or fine-tune any artificial intelligence or machine-learning models owned or operated by any third party. Provider may use the Content to train or fine-tune its own artificial intelligence or machine-learning models solely for the purpose of improving its internal AI capabilities, and only where Customer has explicitly opted in via the Software settings, and only using de-identified or aggregated data. Customer may withdraw this consent at any time, and such withdrawal shall apply to all future processing.
  - d) Independently of model training, Provider may use anonymized or aggregated data derived from the use of AIRA for internal analytics, service improvement, security monitoring, and prevention of misuse or abuse of the Software, where permitted by applicable law and, where required, based on Customer's prior consent.
- 4.5 AIRA may rely on third-party artificial intelligence services or infrastructure (the "**Third-Party AI Software**"). Provider does not control and is not responsible for outages, interruptions, inaccuracies, or limitations of such Third-Party AI Software. Provider shall use commercially reasonable efforts to ensure that any subcontractors or service providers involved in the provision of AIRA are subject to contractual obligations that are substantially equivalent to the restrictions set out in this Agreement, in particular with respect to confidentiality, data protection, and data usage limitations. Notwithstanding the foregoing, Provider remains responsible for compliance with its obligations under applicable data protection and artificial intelligence laws in connection with the provision of AIRA.
- 4.6 Provider does not retain the Personal Data or identifiable Content processed through AIRA beyond the duration necessary to process the relevant interaction, except where retention is required for the purposes set out below. Where data is retained beyond the technical duration of an interaction, Provider applies automated anonymization and de-identification measures designed to remove personal identifiers and Customer-specific markers, so that the retained data is no longer attributable to an identified or identifiable individual.
- Provider may retain such anonymized or de-identified data solely for the purposes of
- a) internal quality assurance;
  - b) troubleshooting and performance benchmarking;

- c) security monitoring; and
- d) compliance with applicable legal obligations.

Any retained data shall be kept only for the period reasonably necessary to achieve the above purposes.

Provider shall not use retained data to identify or attempt to re-identify individuals, nor to train artificial intelligence or machine-learning models owned or operated by any third party.

**4.7 Customer remains solely responsible for:**

- a) the content, legality, and accuracy of any data, prompts, or materials submitted to AIRA;
- b) ensuring that it has all necessary rights, permissions, and consents to submit such data, including the Personal Data, to AIRA; and
- c) reviewing and validating all AI-generated outputs before using them in production, commercial, or legally relevant contexts.

**4.8** AIRA is provided as an assistive capability intended to support Customer workflows and increase efficiency, subject to human review and validation. AIRA provides automated assistance and suggestions based on patterns in data and does not provide professional advice or binding instructions. Customer acknowledges that AI-generated outputs:

- a) may be inaccurate, incomplete, misleading, or inappropriate;
- b) may not reflect current information; and
- c) are generated probabilistically.

**4.9** AIRA and all AI-generated outputs are provided “as is” and “as available”, without any warranties of correctness, accuracy, completeness, fitness for a particular purpose, or non-infringement. Provider shall have no liability for decisions, actions, or omissions taken by Customer based on AI-generated outputs.

**4.10** Provider may make AIRA available to Customers on a trial basis. The trial is optional, requires explicit activation by Customer, and will not automatically convert into a paid service unless Customer separately agrees to such conversion under applicable commercial terms.

**5. LICENSE**

**5.1** Subject to and conditioned on Customer’s compliance with the Agreement, Provider hereby grants to Customer a worldwide, non-exclusive, non-sublicensable and non-transferable license to use the Software (license) solely for Customer’s internal business purposes. The license commences on the Subscription Start Date and is time-limited to

the Subscription Term and to the following Subscription Terms, for which the term of the Agreement is extended in accordance with the section 9 of this Agreement (if any).

- 5.2 The Software, including, but not limited to, logos, graphics, trademarks, service marks, technology, whether patentable or unpatentable, copyrights, trade secrets, know-how, documentation, text, software, etc., is Provider's intellectual property, which is owned by or validly licensed to Provider. The provision of the Software grants Customer no right or license to reproduce or otherwise use such intellectual property, except to the extent necessary for Customer's use of the Software under the terms of this Agreement.
- 5.3 To the extent that Customer is entitled to use Provider's intellectual property according to the previous paragraph, this right is granted as non-exclusive, time-limited for the duration of this Agreement and without authorization to transfer, assign or sub-license such right, whether wholly or partially, to a third party (except for the permitted use of the Software by Customer's subsidiaries and implementation provider as specified in section 6 hereof).
- 5.4 The license to the Software granted under this Agreement applies to Releases of the Software provided by Provider to Customer under this Agreement as well.

## **6. USE OF THE SOFTWARE**

- 6.1 Customer may use the Software solely for collecting, organizing, managing and collaborating on content or tracking customer data, behavior and providing a personalized experience. Customer may not use the Software beyond the limitations described in this Agreement, the Software Specification and the Offer.
- 6.2 Unless otherwise provided for in the Software Specification or the Offer, the Software can be used only by Customer and its subsidiaries for their own projects, and by Customer's implementation provider for Customer's or Customer's subsidiaries' projects. For the purposes of this provision, a "subsidiary" means any other entity in which Customer owns directly 50% of the outstanding equity interests or shares. Any act or omission by a subsidiary or an implementation provider shall be deemed the act or omission of Customer for all purposes of this Agreement and Customer shall be liable therefore in the same manner as if such act or omission were the act or omission of Customer.
- 6.3 If Customer is a Kentico partner (in this paragraph the "**Partner**") and has ordered the Software for the needs of their customers' projects, the Software may be used for the projects of Partner's customers to the maximum extent specified in the Offer. Any act or omission by a Partner's customer shall be deemed the act or omission of the Partner for all purposes of this Agreement and the Partner shall be liable therefore in the same manner as if such act or omission were the act or omission of the Partner.
- 6.4 Customer shall not use the Software for any illegal activities, in particular for:

- a) unlawful activities, such as child pornography, illegal gambling, crime, copyright infringement, trademark rights infringement, and/or a breach of other intellectual property laws;
  - b) providing or enabling access to the Software to any person from a country on which an embargo has been imposed;
  - c) making threats, stalking, defamation, fraud, humiliation, bullying, or intimidation aimed at any person for any reason whatsoever;
  - d) invasion of any person's privacy by unlawful attempts at obtaining, gathering, storing, or publishing of the person's private information or attributable personal information such as passwords, account information, credit card numbers, addresses, or other contact information without such person's knowledge and consent;
  - e) deliberately abusing minors or their interests or gathering attributable personal information about any minor,
  - f) access or use the Software in manner or for purposes that infringe any intellectual property right or other right of any third party or that violates any applicable law.
- 6.5 Customer is responsible for complying with all applicable laws and regulations of the country from where it uses the Software and shall ensure it has all necessary permission and consent in place in relation to its use of the Software.
- 6.6 In relation to the source code of the Software, the following applies:
- a) Customer is entitled to disclosure of the source code only if applicable according to the Software Specification or expressly agreed upon in writing. The source code will be disclosed only to the extent agreed upon or specified in the Software Specification. Customer shall:
    - (i) use the source code for the sole purpose of modifying the Software in connection with Customer's use of the Software for its internal business purposes, and always within the limitations agreed upon or specified in the Software Specification;
    - (ii) with due care protect the source code against misuse or disclosure to any third party. Customer is not entitled to sell, transfer, or license the disclosed source code.
  - b) Customer is not entitled to anyhow acquire or seek to acquire the source code of the Software (or any part thereof), which was not disclosed to Customer pursuant to the section 6.6 (a) of this Agreement.
- 6.7 Regardless of whether Customer is provided with the source code of the Software or not, Customer is not entitled to enable (by any means) use of the functionalities of the

- Software, use of which is disabled in the source code of the provided Software edition (i.e. the functionalities hidden in the provided Software edition).
- 6.8 Except to the extent necessary for Customer's use of the Software under the terms of this Agreement, Customer is not permitted to copy, modify, republish, display, or distribute all or any part of the Software or Software documentation. Nor is Customer permitted to reverse compile, disassemble, or reverse engineer Software or make use of Software or Software documentation to build a product or service.
  - 6.9 Customer is not entitled (and shall not permit any third party) to translate, process, alter or otherwise modify the Software, with the exception of those parts of the Software code which are disclosed to Customer in the form of a source code, and are marked as permitted to modify by Provider. Nevertheless, the Software is provided on a white label basis, thus Customer may use its own logo and design in the Software.
  - 6.10 Customer may make a single backup copy of the Software for archival purposes. Customer must reproduce and include Provider's copyright and other intellectual property rights notices on the backup copy of the Software. Customer shall protect such copy against misuse with due care.
  - 6.11 Customer may not transfer, assign or sub-license the license granted under this Agreement, whether wholly or partially, to a third party without the prior written consent of Provider.
  - 6.12 The Software comes with certain limitations on the extent to which Customer is entitled to use the Software as stated in the Offer and/or in the Software Specification or the Offer. Provider may, at its sole discretion, allow Customer to exceed the limitations applicable to Customer in order to use the Software to a greater extent for a trial period of 30 days during one Subscription Term. If Customer's actual use of the Software exceeds the limitations applicable to Customer for a longer period of time, Provider will contact Customer with an accordingly updated Offer. If Customer does not accept the updated Offer pursuant to the section 26 hereof, Customer is obliged to immediately stop using the Software to the extent exceeding the limitations applicable to Customer.
  - 6.13 If Customer does not comply with the obligation to stop using the Software to the extent exceeding the limitations applicable to Customer pursuant to section 6.12 hereof, Customer is obliged to pay to Provider for the actual scope of use of the Software. The difference is payable upon delivery of a request for payment by Provider. If Customer fails to pay portions of invoices for use of the Software within 30 days of receipt of an invoice for the amounts beyond the entitlements in the Offer, Provider is entitled to terminate the Agreement pursuant to section 9.4 of this Agreement.
  - 6.14 Customer agrees, at Provider's request, to regularly make available to Provider the log files relevant for the assessment of the extent of use of the Software by Customer.

- 6.15 Software is offered to users who are not a target of any sanctions regime, and do not reside in, nor will use the Software from a country from which such use is prohibited under any applicable sanctions regime or export control laws. By using the Software, Customer represents that it meets all of the foregoing requirements. If Customer does not meet these requirements, Customer must not use the Software. Provider reserves the right to limit the availability of the Software to any person, entity, area, or jurisdiction at any time.

## 7. **CONTENT**

- 7.1 Customer is solely responsible for all the content it enters, uploads, or distributes in using the Software (the “**Content**”), and, as between the Parties, Customer retains all right, title, and interest to any intellectual property rights to this Content.
- 7.2 Provider is entitled to collect data related to use of the Software by Customer for the purpose of improvement of the Software and verification of compliance of the use of the Software with the Agreement. Such data shall contain information regarding the frequency of use of individual parts of the Software and error logs. The collected data shall not contain any particular data created by Customer, personal data, sensitive data or data on the activities of particular users. Method of collection and a detailed specification of the collected data are contained in the Software Specification. Provider is entitled to change the scope and method of collection of the data unilaterally. Any such change shall be noted in the Software Specification.

## 8. **BILLING**

- 8.1 Customer shall pay Provider the fee specified in the Offer for the provision of the Software (the “**Fee**”). The obligation to pay the Fee is not tied to the actual use of the Software. In the event that Customer does not use the Software, this shall not affect Provider’s right to payment of the Fee in full. Unless expressly set forth herein, all fees are non-cancelable and non-refundable.
- 8.2 Provider is entitled to unilaterally and repeatedly increase the Fee for the subsequent Subscription Terms. Provider shall notify the increased Fee to Customer no later than 30 days prior to the start of the following Subscription Term. The increased Fee shall then apply starting from such following Subscription Term. If Customer does not agree with the increased Fee, Customer is entitled to terminate this Agreement by written notice served to Provider within 15 days of delivery of the notice of the increased Fee. In such case this Agreement will not be automatically extended by another Subscription Term and this Agreement terminates upon the lapse of the current Subscription Term. Continued use of the Software after the 15-day period to serve the notice constitutes Customer’s acceptance of the increased Fee.
- 8.3 The Fee shall always be paid in advance for the entire Subscription Term unless otherwise indicated in the Offer.

- 8.4 The Fee and other payments under this Agreement will be payable on the basis of invoices issued by Provider. Unless otherwise agreed between the Parties, the invoices shall be due 14 days from the date of issue. Any payment to Provider is payable by bank transfer to Provider's account specified in the invoice. The payment is deemed to have been paid by crediting it to Provider's account specified in the invoice.
- 8.5 Provider will invoice the Fee for the first Subscription Term (or the first Subscription Period if the Fee is divided into annual installments per each Subscription Period) after the conclusion hereof. If the term of this Agreement is extended by another Subscription Term pursuant to section 9 hereof, Provider will invoice the Fee for the following Subscription Term before the start of this following Subscription Term.
- 8.6 If the Fee is divided into annual installments per each Subscription Period, Provider will invoice the annual installments before the beginning of the Subscription Period to which the relevant annual installment relates.
- 8.7 If Customer is in default of payment of any Fee or other payment under this Agreement, Provider is entitled to suspend the provision of any maintenance, support, or other services under this Agreement, or to terminate this Agreement. Such suspension or termination shall not relieve Customer of any payment obligations. There shall be no reduction or deduction of the Fees due to any limitation or suspension of services by Provider in accordance with this paragraph.

## **9. TERM OF THE AGREEMENT**

- 9.1 This Agreement shall commence on the date of conclusion hereof and shall continue for the duration of the Subscription Term specified in the Offer. If the Subscription Term is not specified in the Offer, the Subscription Term shall be one Subscription Period (i.e. 12 months from the Subscription Start Date).
- 9.2 Unless either Party notifies the other Party at least 30 days prior to the expiration of the current Subscription Term that it does not want to extend the term of this Agreement, this Agreement automatically extends for the following Subscription Term (the following Subscription Term starts from the day immediately following the last day of the previous Subscription Term and its length is one year, unless otherwise explicitly stated in the Offer that the term of this Agreement will be automatically extended by another period). The previous sentence applies accordingly to the following Subscription Terms, i.e., the term of this Agreement may be automatically extended repeatedly. If the term of this Agreement is automatically extended, then for the following Subscription Term the Software will be provided in the same extent in which it was provided at the end of the previous Subscription Term (including any ordered Additional Services etc., if applicable).
- 9.3 Customer may terminate this Agreement:

- a) immediately if Provider materially breaches this Agreement and such breach is incapable of cure, or remains uncured 30 days after Customer provides Provider with written notice of such breach, i.e. if Provider substantially disrupts use of the Software or causes serious harm to Customer,
  - b) upon a written 3 (three) month notice if Provider breaches this Agreement in other ways and such breach is incapable of cure, or remains uncured 30 days after Customer provides Provider with written notice of such breach.
- 9.4 Provider has right to terminate this Agreement for the following reasons by giving a written notice to Customer:
- a) immediately if Customer materially breaches this Agreement and/or the terms of use of the Software in any way and such breach is incapable of cure or remains uncured five (5) business days after Provider provides Customer with written notice of such breach;
  - b) immediately if Customer is in default of payment of the Fee or any other payment, and said Fee or other payment is undisputed, under this Agreement for more than 30 days after Provider provides Customer with written notice of such nonpayment;
  - c) immediately if Customer breaches this Agreement in other ways, provided that such breach is incapable of cure, or remains uncured 30 days after Provider provides Customer with written notice of such breach;
  - d) immediately if a petition for voluntary or involuntary bankruptcy is filed by Customer or has been filed against Customer or if Customer otherwise become subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors; or apply for or have appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
  - e) upon a written 3 (three) month notice where, due to an unsolvable technical change beyond the Provider's reasonable control, continued provision of the Software is no longer commercially or technically feasible; or
  - f) upon a written 6 (six) month notice in the case of a change of control of Provider.
- 9.5 The 3 or 6 month notice period as stated above in this section commences on the first day of the month following delivery of the notice to Customer.
- 9.6 If Customer terminates this Agreement due to its breach by Provider or if Provider terminates the Agreement by giving the 3-month notice, Provider shall return to Customer the unused portion of the Fee previously paid by Customer, corresponding to the period from the effective date of termination of this Agreement to the end of the respective prepaid period. In all other cases the unused part of the Fee shall not be returned.

- 9.7 Upon termination of this Agreement, the license to the Software provided under this Agreement will lapse and Customer must stop using the Software immediately. Within 15 days Customer shall permanently erase Provider's Confidential Information from all its systems, and upon Provider's written request certify in writing that Customer complied with this obligation.

## **10. SUPPORT SERVICES**

- 10.1 Provider shall provide Customer during the Subscription Term with support services for using the Software (the "**Support Services**"). The Support Services consists of providing technical support through means of distant communication, and providing Releases, if released by Provider (upon its sole discretion) during the Subscription Term. The level of the Support Services is specified in the Offer. For the avoidance of any doubt, the Parties agreed that Provider guarantees no response times when providing the Support Services.
- 10.2 Customer shall cooperate with Provider to the maximum reasonably expected level when receiving the Support Services. Customer acknowledges that the Releases provided by Provider may be necessary for maintaining proper functionality of the Software and that Provider bears no responsibility for functionality of the Software in case that Customer does not implement the Releases notified to Customer by Provider in reasonable time from the notification, does not implement them properly or does not implement them at all.
- 10.3 Customer is strongly recommended to use all the Support Services available to Customer, especially during the Software implementation. Not using the Support Services by Customer may result into inappropriate implementation of the Software, in which case the results obtained from the use of the Software by Customer may not be optimal. For the avoidance of any doubt, the Parties agreed that Customer is solely liable for the Software implementation, regardless whether the Support Services were used (unless otherwise agreed).
- 10.4 Customer is recommended to implement hotfixes and updates of the Software on regular basis. Notwithstanding the previous sentence, Customer shall use commercially reasonable efforts to keep the Software updated to a version that is not more than twelve (12) months old. If Customer fails to do so, Provider's obligation to provide Support Services shall be limited to using commercially reasonable efforts, and any service level commitments for Support Services shall not apply until the Software is updated.

## **11. BETA RELEASES**

- 11.1 For the purposes of time-limited evaluation, Provider may provide Customer free of charge and for a limited period of time with "beta" or other early-stage versions, integrations, or other features of the Software (the "**Beta Releases**"). The Beta Releases are optional for Customer to use. Customer may use the Beta Releases only for the period and purposes

specified by Provider when they are provided to Customer. Provider is entitled to terminate Customer's use of Beta Releases at any time at its discretion.

- 11.2 Provider will not provide Customer with Support Services in relation to the Beta Releases. As regards the Beta Releases of the Software, section 6.10 does not apply.
- 11.3 The following derogations from the terms hereof apply to the Beta Releases of the Software:
  - a) on each website (each page of the website), which is administered with the use of the Software, the following shall be displayed:
    - (i) Provider's logo "Powered by Xperience by Kentico" containing a hypertext link to Provider's website currently under the following link <https://kentico.com>, the size of which shall be determined by Provider, or
    - (ii) text reading "Powered by Xperience by Kentico" containing a hypertext link to Provider's website currently under the following link <https://kentico.com>, the size of which shall be determined by Provider;
  - b) Customer shall not remove any logos or other marks of Provider from the Software.
- 11.4 Beta Releases cannot be used for commercial purposes, unless otherwise explicitly agreed between the Parties. Customer is obliged to contact Provider on the email address [sales@kentico.com](mailto:sales@kentico.com), once Customer decides to move from the Beta Releases and start using the Software commercially. Customer is obliged, at Provider's request, to regularly make available to Provider the log files relevant for the assessment of the extent of use of the Software by Customer.
- 11.5 Customer agrees that the Beta Releases are provided on an 'as is' and 'as available' basis without any warranty, support, maintenance, storage, SLA or indemnity obligations of any kind. Customer acknowledges and agrees that Software provided under the Beta Releases may not be complete or fully functional and may contain bugs, errors, omissions and other problems for which Provider will not be liable. Accordingly, any use of the Beta Releases are at Customer's sole liability.

## **12. PERSONAL DATA PROCESSING**

- 12.1 As a result of providing the Support Services and fulfilling other obligations under this Agreement, Provider may process, on Customer's behalf, personal data (as defined in the General Data Protection Regulation [Regulation (EU) 2016/679] ["**GDPR**"]) which Customer will enter, upload, or distribute in using the Software ("**Personal Data**").
- 12.2 If Provider processes any Personal Data on Customer's behalf when performing its obligations under this Agreement, Customer is the data controller and Provider is the data processor (eventually Customer is the data processor and Provider is the sub-processor) for the purposes of the GDPR, or any successor legislation to the GDPR ("**Data Protection**

**Legislation")** (where data controller and data processor have the meanings as defined in the Data Protection Legislation). Customer hereby authorizes Provider to process the Personal Data according to the conditions stipulated in this section hereof.

- 12.3 Provider may process any Personal Data of any data subjects (e.g., Customer's customers, partners, or employees) which Customer will enter, upload, or distribute in using the Software. The nature and purpose of processing the Personal Data follows from this Agreement and includes, without limitation, access, gathering, storing, using, sorting or combining, blocking, and disposal of the Personal Data by Provider's personnel to the extent necessary for the provision of the Support Services and fulfilling other obligations according to this Agreement. Provider shall process the Personal Data solely for the purposes of fulfilling its obligations under this Agreement.
- 12.4 The Personal Data may be transferred or stored outside the European Union or the country where Customer is located in order to carry out the Support Services and Provider's other obligations under this Agreement. Such transfer will be carried out in compliance with the Data Protection Legislation.
- 12.5 Customer shall fulfill all obligations arising out of their role as a data controller according to the Data Protection Legislation, or, in the case where Customer is a data processor, fulfill all obligations arising out of their role as a data processor and ensure that the data controller fulfills all obligations arising out of their role as a data controller. Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Provider for the duration and purposes of this Agreement so that Provider may lawfully use, process and transfer the Personal Data in accordance with this Agreement on Customer's behalf.
- 12.6 In relation to any Personal Data processed in connection with the performance of Provider's obligations under this Agreement, Provider shall:
  - a) process the Personal Data only for the purposes of fulfilling its obligations under this Agreement and on the documented instructions of Customer issued in accordance with this Agreement unless Provider is required to process personal data by the laws of any member state of the European Union or by the laws of the European Union applicable to Provider. Where Provider is relying on the above-mentioned laws as the basis for processing of the Personal Data, Provider shall promptly notify Customer of this before performing the processing required by these laws, unless these laws prohibit Provider from so notifying Customer. Customer shall give instructions to Provider regarding processing of the Personal Data mainly through its use of the Software, by email, by placing support requests, or the instructions may follow directly from this Agreement. Provider shall notify Customer in case, in Provider's opinion, any of Customer's instruction violates the Data Protection Legislation or other data protection legislation of a relevant member state of the European Union;

- b) taking into account the nature of the processing, upon Customer's written request, assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
  - c) upon Customer's written request, assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (e.g., security, breach notifications, impact assessments) taking into account the nature of processing and the information available to Provider;
  - d) notify Customer without undue delay on becoming aware of a personal data breach;
  - e) maintain complete and accurate records and information to demonstrate their compliance with this section hereof;
  - f) ensure that their personnel authorized to process the Personal Data are subject to contractual or statutory obligation of confidentiality;
  - g) upon Customer's written request, provide Customer with all information necessary to prove compliance with this section hereof, and
  - h) upon Customer's written request, enable audits, including inspections, carried out by an independent auditor authorized by Customer and assist with these audits. Customer needs to notify to Provider the intention to carry out the audit and identity of the authorized auditor in advance and enable Provider to raise objections against the identity of the authorized auditor. The audit will be carried out in time adequate to the extent of the audit and capacities of Provider, agreed upon by the Parties. Prior to the audit, the authorized auditor shall enter into a non-disclosure agreement with Provider or prove that they are subject to a statutory obligation of confidentiality.
- 12.7 Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing of the Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement appropriate technical and organizational measures to ensure a level of security of the Personal Data appropriate to the risk. Detailed information on Provider's technical and organizational measures is provided in Provider's privacy policy (available online on Provider's website, currently under the following link: <https://www.kentico.com/privacy-policy>).
- 12.8 In the case where Provider provides Customer with any assistance or cooperation according to this section of this Agreement (especially pursuant to section 12.6 letters b, c, g, or h above), Customer shall pay to Provider corresponding charges according to Provider's pricelist valid at the time of the respective activity, upon Provider's request.
- 12.9 Provider shall process the Personal Data for only as long as it is necessary to provide the Support Services or to fulfill other obligations under this Agreement, but not longer than

until the Agreement expires or is terminated. After the expiry or termination of the Agreement, any Personal Data at Provider's disposal will be stored and made available to Customer upon written request for 30 days following the expiry or termination of the Agreement. After the expiry or termination of the Agreement, the Personal Data will be irrecoverably deleted, unless according to the Data Protection Legislation, Provider is obliged to store the respective Personal Data.

- 12.10 Customer consents to Provider appointing third-party processors of Personal Data under this Agreement including but not limited to Microsoft Corporation (a cloud computing services provider), Stackpath (a global Content Delivery Network (CDN) provider), Auth0, eventually including their subcontractors, and affiliated companies of Provider. Provider confirms that it has entered or will enter with the third-party processors into written agreements imposing on the third-party processors the appropriate data protection obligations under the Data Protection Legislation. In the case where Provider appoints any third-party processor, Provider shall proceed in accordance with Article 28 (2 and 4) of the GDPR. In the case where any third-party processor is seated outside the European Union, Provider shall ensure any Personal Data will be transferred to such processor in accordance with the Data Protection Legislation, especially to provide appropriate safeguards in relation to the transfer. As between Customer and Provider, Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this section hereof.

### **13. PRIVACY POLICY**

- 13.1 Provider's Privacy policy is available online at <https://www.kentico.com/privacy-policy>.

### **14. PUBLICITY AND MARKETING**

- 14.1 Neither Party will use the name or trademarks of the other Party or refer to the other Party in any form of publicity or press release without such Party's prior written approval.
- 14.2 If Provider obtains Customer's prior written consent, Provider reserves for itself and for other companies from the Kentico Group (as defined below) the right to reference Customer as a client and display Customer's logo and name on their websites and other promotional materials for marketing purposes. Any display of Customer's logo and trademarks shall be in compliance with Customer's branding guidelines.
- 14.3 Kentico Group is formed by the company Kentico software s.r.o. with its registered office at Nové Sady 996/25, 602 00 Brno, Czech Republic, ID No.: 269 30 943, registered in the Commercial Register maintained by the Regional Court in Brno, file No: C 46072, and its subsidiaries. For the purposes of this Agreement, any other company, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Kentico software s.r.o. is also considered to be a part of Kentico Group.

## **15. THIRD-PARTY SOFTWARE**

- 15.1 The Software contains computer programs and computer graphics that are made by a third party and are subject to third-party rights (the “**Third-Party Software**”). The Third-Party Software is governed by the licensing terms of the relevant third parties. A list of Third-Party Software is included in the Software Specification or on Provider’s Community portal available at <https://community.kentico.com/documentation/third-party-software-licenses>. Provider may amend this list at any time. Provider declares that, to his knowledge, the Software does not violate any such third-party rights.

## **16. CONFIDENTIAL INFORMATION.**

- 16.1 In connection with the Agreement each party as a “Disclosing Party” may disclose or make available Confidential Information to the other party as a “Receiving Party”. “Confidential Information” is any information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, or pricing.
- 16.2 Confidential Information does not include information that:
- a) was known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement;
  - b) was or becomes generally known by the public other than by the Receiving Party’s or any of its representatives’ noncompliance with this Agreement;
  - c) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 16.3 As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and
  - b) except as may be permitted, not disclose or permit access to Confidential Information other than to its representatives who:
    - (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with the Agreement;
    - (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under section 16; and

- (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth therein.
- 16.4 If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, the Receiving Party may disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. To the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party in writing of such requirement.
- 16.5 Each Party's obligations under this section 16 will last throughout the Agreement term and for five years thereafter; provided, however, with respect to any confidential information that constitutes a trade secret, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such confidential information remains subject to trade secret protection under applicable law.

## **17. INDEMNIFICATION**

- 17.1 Provider shall indemnify Customer from and against damages awarded against Customer in a final non-appealable judgment arising out of any claim by a third party (other than a subsidiary of Customer) that Customer's use of the Software in accordance with the Agreement infringes such third party's copyrights. The foregoing obligation does not apply if the alleged infringement arises from:
- (a) Third-Party Software or the Content,
  - (b) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Provider or specified for Customer's use in the Software Specification,
  - (c) modifications to the Software not made by Provider,
  - (d) use of any version other than the most current version of the Software or Software Specification delivered to Provider, or
  - (e) act, omission, or other matter described in sections 15.2 a) – c).
- 17.2 Customer shall indemnify, defend, and hold harmless Provider and Kentico group, and each of its respective officers, directors, employees, and agents from and against any and all loss, damage, claim, action, judgment, settlement, interest, penalty, fine, costs, or expenses, including attorneys' fees and the costs of enforcing any right to indemnification hereunder incurred resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from:
- (a) Content, including any processing of it by or on behalf of Provider in accordance with the Agreement;
  - (b) Customer's breach of any representation, warranty, or obligation; or

- (c) negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer or third party on behalf of Customer, in connection with the Agreement.
- 17.3 Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified. The party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other party (the “**Indemnitor**”) at the Indemnitor’s cost and expense. Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Indemnitor shall not settle any action without Indemnitee’s prior written consent. If the Indemnitor fails or refuses to assume control of the defense of such action, Indemnitee shall have the right, but no obligation, to defend against such action, including settling such action, in each case in such manner and on such terms as the Indemnitee may deem appropriate. Indemnitee’s failure to perform any obligations under this section 17.3 will not relieve the Indemnitor of its obligations under this section 17.
- 17.4 THIS SECTION 17 SETS FORTH CUSTOMER’S SOLE REMEDIES AND PROVIDER’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR ANY SUBJECT MATTER OF THE AGREEMENT INFRINGES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTY.

## **18. LIABILITY**

- 18.1 Customer acknowledges being sufficiently acquainted with the Software and the Software Specification prior to the execution of this Agreement and is fully aware of Software’s functionalities. Customer is solely responsible for determining whether the Software is fit for Customer’s intended use of the Software. Customer acknowledges, that the Software is not suitable for use in operating environments susceptible to large-scale or serious damage and that defects in the Software may appear during the use of the Software.
- 18.2 Customer shall use its best efforts to prevent any damage to Customer or its Content, systems, documents, etc., caused due to defects in the Software (e.g., thorough and comprehensive testing before the Software is released into common use within Customer’s business or a business of other third persons, including testing of interoperability of the Software with other computer programs or other components). Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links.
- 18.3 Customer hereby declares that it has been advised by Provider in a clear and understandable manner of the necessary technical and software equipment and network connection to access and use the Software prior to entering into the Agreement.

- 18.4 Provider shall provide Customer with updates to the Software which are necessary for its operation in accordance with this Agreement. If a defect in the Software occurs during the term of the Agreement, i.e. the Software does not operate in accordance with this Agreement, Customer shall provide Provider with reasonable assistance necessary to verify whether the defect in the Software was caused by inadequate technical or software equipment of Customer or its network connection to access the Software. Customer acknowledges that if Customer rejects to provide Provider with required reasonable assistance, the burden of proof regarding the occurrence of the defect in the Software passes to Customer.
- 18.5 Provider shall not be liable to Customer or any third party for any damage or loss caused or incurred in connection with events or circumstances beyond Provider's control, including, without limitation, in the following cases:
- a) Provider bears no liability for the functionality of Customer's data network, public data networks, hardware and software running on it, and the backing up of the data. Customer shall ensure that its network and systems comply with the relevant specifications provided by Provider from time to time. Provider bears no liability for the state of other programs used by Customer or for any potential interference by third parties with other programs used by Customer.
  - b) Customer assumes sole responsibility for results obtained from the use of the Software by Customer, and for conclusions drawn from such use. Provider shall have no liability for any damage caused by errors or omissions in any information, instructions, or scripts provided to Provider by Customer in connection with the Software, or any actions taken by Provider at Customer's direction.
- 18.6 The Software is provided to Customer on an "as is" basis. Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.
- 18.7 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT IN NO EVENT SHALL PROVIDER BE LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY, FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF USE OR DATA, OR LOST SAVINGS), ARISING OUT OF THE BREACH OF PROVIDER'S OBLIGATIONS HEREUNDER, BREACH OF ANY WARRANTY, DEFECTS IN THE SOFTWARE, OR DUE TO ANY OTHER CAUSE AND WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY FOR DAMAGES TO CUSTOMER OR ANY OTHER PERSON EVER EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT

DURING THE 12 (TWELVE) MONTHS PRIOR TO THE DATE OF THE EVENTS OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OF THE CLAIM.

- 18.8 This Agreement is concluded solely between Provider and Customer and does not give rise to any obligations, debts or liability of any other company from the Kentico Group.

## **19. PRODUCT LIFECYCLE**

- 19.1 Customer agrees that the provision of the Software is subject to the Product Support Lifecycle Policy available at <https://www.kentico.com/services/support/support-lifecycle>.

## **20. JURISDICTION**

- 20.1 The Agreement, as well as rights and obligations arising from or in connection with it, shall be governed by the law specified below (the "**Governing Law**") without regard to the choice of law rules.
- 20.2 Each Party irrevocably agrees that the courts specified below shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) (the "**Competent Courts**").
- 20.3 The Parties agree that the Governing Law and the Competent Courts are determined pursuant to the identity of Provider specified in the Offer, as follows:

Provider	Governing Law	Competent Courts
Kentico Software CZ s.r.o. ID No. 03902803	Law of the Czech Republic	Courts of the Czech Republic in Brno
Kentico Software, LLC, 15 Constitution Drive, Suite 2G, Bedford, NH, 03110, USA	Law of the State of New Hampshire	Federal courts of the United States of America located in the State of New Hampshire or the courts of the State of New Hampshire
Kentico Software Limited company no. 07584637	Law of England and Wales	Courts of England and Wales
Kentico Software Pty Ltd, Level 4, 83 Mount St, North Sydney, New South Wales 2060, Australia	Law of State of New South Wales in the Commonwealth of Australia	Municipal Court in Sydney

Kentico Software GmbH Commercial reg. no. HRB 32869	Law of the Federal Republic of Germany	Courts of Neuss, Germany
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## **21. SEVERABILITY**

- 21.1 If any part of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or rule of law, such invalidity, illegality, or unenforceability shall not affect any other term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, Parties shall negotiate in good faith to modify such part of the Agreement so as to effect the original intent to the greatest extent possible. Further, when possible, a court shall give effect to the intention of the invalid provision to the fullest extent possible within the law.

## **22. FULL AGREEMENT**

- 22.1 This Agreement represents full and complete agreement of the Parties and replaces all prior agreements or understandings. For the avoidance of doubt, the Parties explicitly agree that for the purposes of provision and use of the Software under this Agreement, no terms published on Provider's website are binding, unless expressly referred to in this Agreement.
- 22.2 This Agreement shall apply in lieu of the Software License Terms available to Customer (on Provider's website, in the Client Portal and/or in the Software), even if Customer accepts such Software License Terms.

## **23. NO PARTNERSHIP OR AGENCY**

- 23.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as an agent for the other, and neither Party shall have the authority to act in the name of or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability, and the exercise of any right or power).

## **24. ASSIGNMENT**

- 24.1 Neither party may transfer, assign or delegate this Agreement as a whole or any of Customer's rights and obligations arising from this Agreement in any manner without the prior consent of the other party which should not be unreasonably withheld; provided, however, that no consent is necessary in the event of a change of control, including but not limited to merger, reorganization, consolidation or acquisition involving all or a substantial part of the assets or voting stock of the Party. Provider may assign the

Agreement as a whole without Customer's prior written consent to any other company in the Kentico Group.

## **25. COMMUNICATION OF THE PARTIES**

- 25.1 Any notification under this Agreement shall be deemed to have been made if sent by email to the following email address:
- a) to the email address sales@kentico.com, in the case of notification by Customer to Provider,
  - b) to the email address of any of the contact persons that Customer has communicated to Provider in any way, in the case of notification by Provider to Customer.
- 25.2 Customer is obliged to notify Provider without undue delay of any change in their contact persons and/or their contact details.

## **26. CHANGES**

- 26.1 Regardless of updates to the Software made by Provider, the Parties may agree anytime via amendment to the Offer or by execution of the Commercial Entitlements Document pursuant to Section 27, to change the entitlements of the Software.
- 26.2 These Terms may be unilaterally changed by Provider at any time (the "**Terms Updates**"). Terms Updates will be announced by posting the updated version of the Terms on Provider's website where currently applicable version of the Terms is accessible (more details here: <https://www.kentico.com/end-user-license-agreement>).
- 26.3 The documents referred to in these Terms, as well as the other Provider's policies regarding the Software may be unilaterally changed by Provider at any time to a reasonable extent (the "**Change**"). Publication of the Change in the Client Portal shall be considered sufficient notice of such Change. If Customer does not agree with the Change, Customer is entitled to terminate this Agreement by written notice served to Provider within 15 days of the publication of the Change in the Client Portal or from the notification of the Change to Customer in other way. In that case, the Agreement terminates at the time agreed upon by the Parties or, at the latest, 30 days after Provider was served with the termination notice. In the event of notice under this paragraph, the rights and obligations currently in force shall apply during the notice period. For the avoidance of any doubt, Customer is obliged to pay a proportional share of the fees for using the Software until the termination of the Agreement becomes effective. Continued use of the Software after the 15-day period to serve the notice constitutes Customer's acceptance of such Change.

## **27. ACCEPTANCE AND ADJUSTMENT OF THE SOFTWARE ENTITLEMENTS**

- 27.1 The Parties agree that, following their mutual agreement on specific commercial terms or adjustments, the Provider may issue a document specifying or adjusting the commercial entitlements including the scope of the Subscription, the Subscription Period (including any extension or renewal thereof) or the applicable price or fees (the “**Commercial Entitlements Document**”). If the Customer signs such Commercial Entitlements Document, then such signed Commercial Entitlements Document shall constitute full and binding acceptance by both Parties of the terms set out therein, without the need for any separate written amendment or confirmation.
- 27.2 Any alterations made to a proposed Commercial Entitlements Document shall render that version void, and the Provider may issue a new Commercial Entitlements Document for acceptance.
- 27.3 Each duly signed Commercial Entitlements Document shall automatically form part of and amend the Agreement accordingly. The changes or additions specified in the accepted Commercial Entitlements Document shall become effective on the date expressly stated in that document. If no effective date is specified, the effective date shall be deemed to be the Customer’s signature date.

## **28. SIGNATURES**

- 28.1 The Parties agree that this Agreement and any amendments hereto may be signed by electronic signatures, whether digital or encrypted, which are intended to authenticate this writing and have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any amendments hereto by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- 28.2 Customer confirms that he/she is of legal age (in case he/she is a natural person) and otherwise eligible to enter into this Agreement and to use the Software. If any person acts on behalf of a company while concluding this Agreement, such person, as an individual, represents that it has an authority to bind that company to the Agreement and “Customer” refers to that company.

## **29. SCHEDULES**

- 29.1 The following schedules form an inseparable part of this Agreement:
  - a) Schedule 1 Entitlements – The Offer