

# SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

## 1. ACCEPTANCE OF TERMS

**1.1.** This Software as a Services ("SaaS") Subscription Agreement (the "Agreement") is between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually ("you" or "your"), and UAB "Reiz Tech" (300067863) or any subsidiary, associated entity ("Service Provider", "Reiz Tech" "we", "us", or "our").

**1.2.** Reiz Tech and You enter into this Agreement by way of any of the following manner:

1.2.1. by signing this Agreement by You and Reiz Tech;

1.2.2. by choosing "I agree" option or using the SaaS or otherwise accessing the SaaS, you acknowledge that you have read and understand this Agreement and agree to be bound by the terms and conditions of it.

**1.3.** The effective date of this Agreement is the date on which this Agreement is signed between the Parties (Clause 1.2.1) or accepted on behalf of you (which may include the actual usage of the SaaS) (Clause 1.2.2). If more than one representative have accepted this Agreement, the earliest date of acceptance will be considered the effective date of this Agreement.

**1.4.** If you do not agree to the terms and conditions of this Agreement, you are not entitled to use SaaS or any portion of it.

**1.5.** If any additional terms are provided with the software and/or services, provided by us and related to the SaaS, in case of any discrepancies, those additional terms shall prevail.

## 2. SERVICE

### 2.1. Description of Service

2.1.1. The SaaS is offered via Reiz Tech website at: <https://www.reiz.tech> (hereinafter, "Reiz Tech Website" or "Reiz Tech Portal").

2.1.2. The SaaS consists of the respective applications, modules "Assessment", "IDP" and "Feedback", the application servers, the configurations, the access.

2.1.3. Additional offerings are not governed by this Agreement and will be subject to additional terms upon ordering.

2.1.4. If you receive limited access to the SaaS for a limited term without charge (for example, as a free trial) or as part of another Reiz Tech offering, provisions listed in this Agreement with respect to pricing, payment, data retention and warranty will not apply.

## **2.2. Right to use SaaS**

2.2.1. Reiz Tech grants to you a non-exclusive, non-transferable, worldwide and royalty-free right to access and use the SaaS as further described in this Agreement: (i) for internal business purposes; (ii) as further described in this Agreement. This right is conditional on your continued compliance with the terms of this Agreement.

## **2.3. Change of SaaS**

2.3.1. Reiz Tech grants to you a non-exclusive, non-transferable, worldwide and royalty-free right to access and use the SaaS as further described in this Agreement: (i) for internal business purposes; (ii) as further described in this Agreement. This right is conditional on your continued compliance with the terms of this Agreement.

## **3. NON-REIZ TECH PRODUCTS**

### **3.1. Non-Reiz Tech Products offered by Reiz Tech**

3.1.1. Reiz Tech may make products of third parties (hereinafter referred to as "Non- Reiz Tech Products") available to You through the Reiz Tech Website or other means as part of the SaaS. The use of any Non- Reiz Tech Product will be governed by this Agreement unless separate terms are signed with Reiz Tech. For Your convenience, Reiz Tech may include charges for the Non- Reiz Tech Product as part of Reiz Tech's invoice for the SaaS. Reiz Tech, however, assumes no responsibility or liability whatsoever for any of Non-Reiz Tech Products.

### **3.2. Your Use of Non- Reiz Tech Products**

3.2.1. You are solely responsible for any Non- Reiz Tech Product that You use with the SaaS or accessed via Reiz Tech Website.

3.2.2. If You install or use any Non - Reiz Tech Product, then You, not Reiz Tech, direct and control the installation and use of it. Reiz Tech will not run or make any copies of such Non- Reiz Tech Products.

3.2.3. Reiz Tech assumes no responsibility or liability for infringement of third party rights by You, and You will indemnify and hold Reiz Tech harmless from and against any claim brought by a third party against Reiz Tech relating to Your breach of third party rights, even after the termination of this Agreement.

## **4. ORDERING AND CANCELLING SUBSCRIPTIONS**

### **4.1. Ordering**

4.1.1. The SaaS is provided on the basis of this Agreement or, alternatively, as a self-provisioning basis, which means that Subscription is ordered by You either by concluding this Agreement or through the Reiz Tech Website. Therefore, conclusion of this Agreement or creation of application and/or user account, and/or using SaaS will constitute an order for Subscription.

### **4.2. Subscription & Automatic Renewal**

4.2.1. The SaaS is provided on a Subscription basis. Subscription term is 1 (one) month, from the first day of the month to the last day of the month. Subscriptions are renewed automatically on the 1<sup>st</sup> day of the next month until Subscriptions are terminated by You through by contacting Reiz Tech in accordance with this Agreement.

### **4.3. Termination of the Subscription**

4.3.1. You may terminate the Subscription at any time before renewal of the Subscription term without any cancellation fee, however, the You are obliged to pay all amounts due for entire preceding Subscription.

4.3.2. You may terminate the Subscription by sending e-mail at any time but not later than 1 (one) calendar day before renewal of the Subscription term.

## **5. PAYMENT TERMS**

### **5.1. Applicable Prices**

5.1.1. The prices for each Subscription are fixed prices per 1 (one) user per 1 (one) month. The applicable price at the moment of concluding this Agreement for basic SaaS (Clause 2.1.2) is EUR 4.50 (four euros and 50 ct) + applicable VAT per 1 (one) user per 1 (one) month, except cases, established otherwise.

### **5.2. Revision of Prices**

5.2.1. Reiz Tech may revise the prices for the SaaS. Revised prices will be applied automatically after a renewal of the Subscription term.

### **5.3. Invoicing**

5.3.1. You should pay for all Subscriptions at the moment of their order (prior to their enablement).

5.3.2. For each consecutive Subscription term, on the first business day of the month You will be invoiced upfront for the Subscription term for all current Subscriptions. For Subscriptions that have not been invoiced upfront, You will be invoiced together with the next month's invoice for the following Subscription term.

5.3.3. Subscriptions that are created or terminated within the Subscription term of 1 (month), will be invoiced for a full month (for example, if Subscription is created or terminated on the 12<sup>th</sup> day of the month, then such Subscription is added to the subscription with a full month billing during this month).

#### **5.4. Payment terms**

5.4.1. With the exception of the first Subscription payment (paid prior to the initial Subscription) Payment term will be 14 (fourteen) days from the day of the issue of invoice. Late payment will constitute a material breach of this Agreement.

#### **5.5. Currency**

5.5.1. All prices are in EUR and are excluding VAT, which shall be added at the rate applicable on the day of issuance of the invoice.

### **6. USE OF SAAS**

#### **6.1. No Unlawful or Prohibited Use**

6.1.1. As a condition of your use of the SaaS, you will not use the SaaS for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the SaaS in any manner that could damage, disable, overburden, or impair any Reiz Tech invoked server, or the network(s) connected to any server, or interfere with any other party's use and enjoyment of any SaaS (or other services). You may not attempt to gain unauthorized access to any SaaS, other accounts, computer systems or networks connected to any Reiz Tech server or to any of the SaaS (or other Services) through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the SaaS. You may not attempt to copy or change, alter, or otherwise attempt to modify the SaaS or these terms of use.

#### **6.2. Acceptable Use**

6.2.1. You may use the SaaS only in accordance with this Agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the SaaS. You may not rent, lease, lend, resell, transfer, or host the SaaS, or any portion thereof.

6.2.2. By way of example, and not as a limitation, you agree that will not use the SaaS to:

- 6.2.2.1. upload files or perform other actions, that spread viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of SaaS, another's computer or property of another;
- 6.2.2.2. falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;
- 6.2.2.3. restrict or inhibit any other user from using and enjoying the SaaS;
- 6.2.2.4. in a way prohibited by law, regulation, governmental order or decree;
- 6.2.2.5. to try to gain unauthorized access to or disrupt SaaS, any service, device, data, account or network;
- 6.2.2.6. to spam or distribute malware;
- 6.2.2.7. in a way that could harm the SaaS or impair anyone else's use of it; or
- 6.2.2.8. in any application or situation where failure of the SaaS could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

6.2.3. Reiz Tech reserves the right at all times to disclose any information as Reiz Tech deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Reiz Tech's sole discretion.

6.2.4. Reiz Tech does not control or endorse the content, messages or information found in any SaaS and, therefore, Reiz Tech specifically disclaims any liability with regard to the SaaS and any actions resulting from your participation in any SaaS. Managers and hosts are not authorized Reiz Tech spokespersons, and their views do not necessarily reflect those of Reiz Tech.

6.2.5. Materials uploaded to the SaaS may be subject to limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you download the materials.

6.2.6. Violation of the terms in this section may result in suspension of the SaaS. Unless Reiz Tech believes an immediate suspension is required, Reiz Tech will provide a reasonable notice before suspending the SaaS.

### **6.3. Users**

6.3.1. You control access by Users and are responsible for their use of the SaaS and related Subscriptions in accordance with this Agreement.

### **6.4. Content of the Data**

6.4.1. You are solely responsible for the content of all the Data. You will secure and maintain all rights in Data necessary for us to provide the SaaS to you without violating the rights of any third party or otherwise obligating Reiz Tech to you or to any third party. Reiz Tech does not and will not assume any obligations with respect to Data or to your

use of the SaaS other than as expressly set forth in this Agreement or as required by applicable law.

## 6.5. Responsibility for User Accounts

6.5.1. If SaaS requires you to open an account, you must complete the registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You also will choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the SaaS. Reiz Tech will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's account at any time, without the permission of the account holder.

## 7. PRIVACY AND PROTECTION OF PERSONAL DATA

### 7.1. Application of Microsoft Products and Services Data Protection Addendum

7.1.1. Microsoft Ireland Operations Limited provides the Microsoft Azure cloud services (infrastructure) used by the Data Processor (Reiz Tech) to provide the SaaS. For the purposes of the GDPR<sup>1</sup>, Microsoft Ireland Operations Limited is a data sub-processor. Reiz Tech acquires the Microsoft Azure cloud services by concluding contracts by way of accepting the terms and conditions and cannot influence their terms, therefore the processing and security of customer data, professional services data, and personal data in connection with the SaaS, is subject to the terms set by Microsoft's Application of Microsoft Products and Services Data Protection Addendum (DPA) available at (Lithuanian language): <https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA>

7.1.2. The DPA is incorporated by reference into the Agreement.

7.1.3. The below provided clauses of this Agreement regulate processing of personal data, falling outside the direct use of SaaS (regulated by DPA). **In the event of any conflict or inconsistency between the DPA and terms of this Agreement, the DPA terms shall prevail.** All issues, not regulated by the clauses of this Agreement below, shall be regulated by applying DPA *mutatis mutandis*.

7.1.4. All terms and definitions, used in this Agreement with respect to the personal data, shall have the same meaning, as attributed to in the GDPR.

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<sup>1</sup> EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

## **7.2. Security**

7.2.1. The Parties confirm that they have implemented appropriate technical and organisational measures in such a manner that Processing meets the requirements of the Personal Data Regulation and ensure the protection of the rights of the Data Subject, inclusively to comply with the requirements in Article 32 of the General Data Protection Regulation.

## **7.3. Personal Data**

7.3.1. Reiz Tech may collect, transfer to, store, or process the Personal Data in any EEE member country. In addition to foregoing, you agree that Reiz Tech may access and use Personal Data and share such information with its suppliers for the sole purpose of providing the SaaS.

7.3.2. You acknowledge that Reiz Tech is a data-processor (or sub-processor) acting on your behalf, and you appoint Reiz Tech to process Personal Data in any manner in order to provide the SaaS to you. You will obtain any necessary consent from the users or whose personal data you will be hosting when using the SaaS.

7.3.3. As a processor (or sub-processor), Reiz Tech shall only act upon your instructions. The terms listed in this Agreement are your complete and final instructions to Reiz Tech for the processing of Personal Data. Any additional instructions must be agreed between the Parties in writing.

7.3.4. Reiz Tech may hire subcontractors to provide the SaaS on its behalf. Any such subcontractor will be permitted to process Personal Data solely for the purpose of delivering SaaS to you and will be prohibited from processing Personal Data for any other purpose. You hereby consent to Reiz Tech transfer of Personal Data to subcontractors (primarily, to Microsoft Ireland Operations Limited).

7.3.5. In case any of special categories of personal data is provided to Reiz Tech, you guarantee that the data subject has given his/her explicit consent to the processing of such data and that applicable data protection legislation does not prohibit processing of it. Reiz Tech shall not bear any liability for the Partner not complying with this guarantee.

7.3.6. The nature and purpose of processing Personal Data is to provide the SaaS as described in the Agreement. Processing Personal Data will not be the main task for the Processor, but when performing its services to the Controller, there will be conducted processing (sub-processing) operation of Personal Data.

7.3.7. The Personal Data shall be processed as long as SaaS are provided under the last Subscription. For performance of statutory duties (e.g. tax obligations), Reiz Tech shall store Personal Data for period, requested by such law.

7.3.8. The subject matter of the Agreement which will necessitate processing operations of personal data originate from the SaaS.

7.3.9. The types of Personal Data to be processed:

Contact data:

Name;

Working title;

E-mail address;

Telephone number;

Log data:

Name;

Access/change date;

Date;

IP-addresses;

Basic personal data:

Personal data that is commonly known.

7.3.10. the Processor might encounter and process a broad range of categories of data subjects. This will include:

Employees;

Customers, business partners, suppliers, and prospects (all of who are natural persons);

Controller's affiliates, advisors, agents.

#### **7.4. The Controller's rights and the Processors duties**

7.4.1. The Processor, by any means, does not hold and/or is not entitled to claim any legal rights over the Personal Data.

7.4.2. The Processor has a duty of confidentiality with regard to the Personal Data and other information the Processor receives as part of the Agreement and due to the Processing of Personal Data, and shall ensure that persons authorised to Process the Personal Data have committed themselves the confidentiality or are under an appropriate statutory obligation of confidentiality.

7.4.3. If the Processor is in the opinion that an instruction by the Controller infringes the Personal Data Regulation, the Processor shall immediately inform the Controller. The Processor is not obligated to perform its duties under this Agreement and any instructions by the Controller with regard to it's opinion on infringement.

#### **7.5. Audits and Public Authority's Requests**

7.5.1. The Controller has the right to perform audits on a date to be agreed between the Parties. Audits may comprise review of routines and processes, inspections, tests, more



comprehensive controls and other relevant control activities as agreed by the Parties. The Processor's use of resources in relation to audits shall be agreed upon.

7.5.2. The Processor shall allow for and remotely contribute to audits, inspections or requests conducted by any public or supervisory authority (such as Valstybinė duomenų apsaugos inspekcija in Lithuania), by the Controller or by any another auditor mandated in writing.

7.5.3. The Processor's use of resources in any audit, exceeding 5 (five) man-working hours, is subject to remuneration, by applying the hourly rate, established by the Processor.

## **7.6. Notification of Personal Data Breach or Force Majeure**

7.6.1. If the performance of any obligations of this Agreement is prevented, restricted or interfered by reason of Force Majeure, as well as in case of failure of the technical and organisational structure that can compromise the security of the Personal Data, or upon any effective breach of the Processor's data protection obligations (jointly the "Personal Data Breach"), the Processor shall immediately notify the Controller. Such notification shall, at least:

- a) describe the nature of the Force Majeure event or Personal Data Breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records affected;
- b) communicate the name and contact details of the data protection officer or other main contact point where more information can be obtained;
- c) describe the likely consequences of the Force Majeure event or the Personal Data Breach;
- d) describe the measures taken or proposed to be taken to address the Force Majeure event or the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

7.6.2. Upon any Force Majeure event or Personal Data Breach, the Processor shall further adopt any other means to the extent it is possible and practicable to ensure that the Personal Data remains protected.

7.6.3. The Controller is responsible for notifying the supervisory authorities in its home country, upon any Force Majeure event or Personal Data Breach.

## **7.7. Transfer to third countries**

7.7.1. The Processor shall only transfer Personal Data to any persons or affiliates in third countries, i.e. countries outside EU/EEA which ensure an adequate level of protection and safeguards, upon previous and written agreement or instruction by the Controller. The consent or instruction given by the Controller must specify the country and the persons which the Personal Data shall be transferred to or accessed from.

### **7.8. Instruction to stop the Processing. Effect on termination. Liability.**

7.8.1. This Agreement shall be effective and will stay in force as long as the Processor (and its permitted Affiliates and Sub-Processors) Processes Personal Data on behalf of the Controller in the context of the Subscription. Upon termination of Subscription, for whatever reason, the Processor must stop Processing the Personal Data, with immediate effect.

7.8.2. Notwithstanding the foregoing, upon any noncompliance with the obligations set forth in this Agreement, with instructions given by the Controller and/or the occurrence of breach of the Personal Data Regulation, the Controller may instruct the Processor to stop the processing of the Personal Data, with immediate effect.

7.8.3. The Processor shall be liable for any damage caused by the Processor's, Sub-Processors' or Affiliates' failure to comply with the obligations under this Agreement, the Controller's instructions or the Personal Data Regulation. The Processor's aggregate liability is limited to the fee, paid during last 12 months by the Controller to the Processor under Subscriptions. Liability limitation is not applied in cases of gross negligence or will-full misconduct.

### **7.9. Data Storage**

7.9.1. Reiz Tech warrants that the platform, the configurations and the Data in relation to the SaaS are stored on Microsoft Azure data centres in accordance with the respective geographical region.

7.9.2. You understand and agree that usernames, passwords and other Personal Data as well as other data provided while using SaaS shall be replicated to various Azure data centres and may leave the territory of European Economic Area (e.g. may be transferred to USA). By using SaaS, you explicitly agree with said Personal Data transfer outside EU/EEA.

### **7.10. Loss of Data**

7.10.1. You accept sole liability for any loss or damage towards your customers and users as a result of unwarranted manipulation or deletion of the Personal Data, data including, but not limited to, unwarranted deletion or removal of any accounts, if it was caused by the You. The burden of proof of deletion, loss of the Data vests in you.

## **8. TRADEMARKS**

### **8.1. Trademarks**

8.1.1. Reiz Tech shall be entitled with the right to use Your company name, trademarks, logos, etc. to publicly identify You, Your client portfolio or Your business, as user of the SaaS, which may be incorporated into Reiz Tech advertising material. Upon separate approach of Reiz Tech You agree to give Reiz Tech reference and testimonials with regard to usage of SaaS.

## **9. INTELLECTUAL PROPERTY RIGHTS**

### **9.1. Third Party's Rights**

9.1.1. Reiz Tech warrants that it has the right to grant rights to the SaaS as stated in this Agreement and that the SaaS will not infringe any intellectual property rights held by any third parties.

9.1.2. Reiz Tech shall indemnify and hold you harmless from and against any claim brought by a third party against you directly arising out of Reiz Tech's breach of third party rights.

9.1.3. You are responsible for obtaining the necessary licenses not subscribed (leased, bought, otherwise acquired) through Reiz Tech, and represent and warrant that there are no violations of third party rights. Reiz Tech assumes no responsibility or liability for infringement of third party rights, and you will indemnify and hold Reiz Tech harmless from and against any claim brought by a third party against Reiz Tech relating to your breach of third party rights, even after the termination of the Agreement.

### **9.2. Reiz Tech's IP Rights**

9.2.1. The SaaS is protected by copyright laws, trademark laws, and other laws regarding trade secrets and intellectual property rights. Reiz Tech, its licensors and suppliers retain all copyrights and other intellectual property rights in and to the Reiz Tech's SaaS, including supporting documentation, and all copies, parts and translations hereof.

9.2.2. All rights not expressly granted under this Agreement are reserved by Reiz Tech.

### **9.3. Subscription (license) transfers**

9.3.1. Subscription (license) transfers are not permitted, except that you may transfer only fully-paid perpetual licenses to (1) an affiliate (as defined by Law on Companies of the Republic of Lithuania) or (2) a merger involving you or an affiliate. Otherwise you and your affiliates must uninstall and discontinue using the SaaS.

## **10. WARRANTIES**

## **10.1. Limited Warranties**

10.1.1. Reiz Tech warrants that SaaS will perform in accordance with the applicable Microsoft's service level agreement (SLA) during your use. Your remedies for breach of this warranty are in the Microsoft's SLA.

## **10.2. Exclusions**

10.2.1. The warranties in this Agreement do not apply to problems caused by accident, abuse or use inconsistent with this Agreement, Microsoft's requirements, including failure to meet minimum system requirements. These warranties do not apply to free or trial products (SaaS versions).

## **10.3. Disclaimers**

10.3.1. Except for the limited warranties herein, neither Reiz Tech nor Microsoft provides warranties or conditions for SaaS and disclaims any other express, implied, or statutory warranties for SaaS, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

10.3.2. You acknowledge that Reiz Tech does not control the transfer of the data over communications facilities, including the internet, and that SaaS may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Reiz Tech is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## **11. TERM AND TERMINATION**

### **11.1. Term**

11.1.1. The term of this Agreement is from the Effective Date until the Agreement is terminated by either Party or revised version of the Agreement is applied.

### **11.2. Termination**

11.2.1. You may terminate this Agreement at any time during its term; however, the you must pay all amounts due and owing for the Subscriptions, and no refunds will be provided.

11.2.2. Reiz Tech may terminate this Agreement and, thus, all Subscriptions, with 60 (sixty) days' prior notice to you.

### **11.3. Early Termination and Suspension**

11.3.1. In the event of a material breach of this Agreement by one of the parties, a non-breaching party may terminate this Agreement early by giving a breaching party notice of 14 (fourteen) days to remedy the breach.

11.3.2. During the period of 14 (fourteen) days' provided to you to remedy the breach, the SaaS shall not be limited or suspended in any way, in particular, Reiz Tech shall not limit an access to the SaaS. If the breach is not remedied within a given period, Reiz Tech may suspend all Subscriptions for a period of 14 (fourteen) days or until you remedy the breach, whichever the earliest. If the breach is not remedied within 14 (fourteen) days after suspension, Reiz Tech is entitled to terminate the Agreement and related Subscriptions without further notice.

11.3.3. If breach by Reiz Tech is not remedied within the period of 14 (fourteen) days' provided to Reiz Tech to remedy the breach, you may terminate the Agreement immediately.

#### **11.4. Consequences of Termination**

11.4.1. Upon termination of this Agreement, for any reason, all rights and licenses granted to you hereunder shall terminate, and the parties will act as follows:

11.4.1.1. you shall: (i) cease all using the SaaS; (ii) obtain from all your staff, representatives and subcontractors and promptly destroy all proprietary or confidential materials belonging to Reiz Tech; (iii) pay all outstanding payments to Reiz Tech within 14 (fourteen) days after termination of this Agreement;

11.4.1.2. Reiz Tech shall obtain from all its staff, representatives and subcontractors and promptly destroy all personal, proprietary, and confidential materials belonging to you.

#### **11.5. Survival of Termination**

11.5.1. Provisions that survive termination or expiration of the Agreement are those relating to limitation of liability, infringement indemnity, confidentiality and intellectual property rights, payment, dispute resolution, and others, which by their nature are intended to survive.

### **12. LIABILITY**

#### **12.1. Limitation of Liability**

12.1.1. Each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts you were required to pay for the SaaS during the term of this Agreement and subject to Reiz Tech's maximum liability to you for any incident giving rise to a claim will not exceed the amount you paid for the SaaS during the 12 months before the incident; provided that in

no event will Reiz Tech's aggregate liability for any SaaS exceed the amount paid for that SaaS during the Subscription.

## **12.2. Exclusion of Liability**

12.2.1. Neither party will be liable for indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew that such damages were possible.

## **13. MISCELLANEOUS**

### **13.1. Involvement of Subcontractors**

13.1.1. Reiz Tech may engage subcontractors to provide SaaS at its own discretion.

### **13.2. Assignment**

13.2.1. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other party. Said consent shall not be unreasonably withheld. Notwithstanding the foregoing, the parties may assign this Agreement to any party that substantially acquires all of its assets or stock by takeover, merger, reorganization or otherwise.

### **13.3. Force Majeure**

13.3.1. Neither party shall be liable for events that constitute force majeure, including, but not limited to, war, riots, insurrection, acts of God, general strike, fire, natural disasters, exchange controls, embargoes, failure of telecommunications, electricity, or internet, power failure, serious computer virus and force majeure affecting suppliers that are not caused by obligated party.

13.3.2. In the event of force majeure, the affected party shall inform the other party of its occurrence without undue delay, and both parties may require a renegotiation of the terms of delivery affected by force majeure. If the force majeure event continues for more than 30 (thirty) days, both parties shall be entitled to terminate the Agreement for the future.

### **13.4. Validity**

13.4.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement that shall continue in full force and effect.

### **13.5. Independent Parties**

13.5.1. This Agreement does not create any agency, partnership, joint venture, employment, or other form of association which could impose the liability of one party upon the other.

### **13.6. Entire Agreement**

13.6.1. This Agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications.

### **13.7. Dispute resolution and venue**

13.7.1. Governing law and venue. This Agreement will be governed by the laws of Republic of Lithuania, without regard to its conflicts of law provisions. All disputes arising out of this Agreement shall be settled by the court in Vilnius, the Republic of Lithuania.