

## TEMPO Terms of Service

### 1. Introduction

These Terms of Service constitute an agreement between you and NORIK SISTEMI d.o.o. (hereinafter referred to as »we« or »NORIK SISTEMI«) regarding the terms of your use of TEMPO digital (hereinafter: the »services«). By placing any orders with us in writing or orally, you accept these Terms of Service, in which you and NORIK SISTEMI may collectively be referred to as the »parties«. The parties may supplement these Terms with a special written agreement only. The latter takes precedence in the event of a discrepancy between it and these Terms unless these Terms explicitly exclude such precedence. A communication or agreement by email or in other written electronic form shall also constitute a written form and written communication.

### 2. Requesting and provision of services

The scope of our services is as agreed by the parties. It shall not be considered that NORIK SISTEMI has accepted a given order, until explicitly agreeing to carry out the order.

Any services that we are requested to perform by your managers, representatives, employees, contractors, other advisors or your affiliates or their managers, representatives, employees, contractors, or advisors shall be considered to have been ordered by you. You consent that we may be instructed on your behalf by all these persons.

The services can be requested with a monthly or annual subscription (the selected subscription hereinafter referred to as the »billing period«). The monthly subscription is based on calendar months, while the annual subscription spans one year from the activation of the service. You may cancel the ongoing subscription to services at any time, with the cancellation taking effect at the end of the billing period in which it is requested. Access is retained until the end of the paid billing period. You retain access until the end of the paid billing period.

### 3. License

Any software provided to you as part of the services is subject to these Terms. By complying with these Terms, we grant you the right to use our services as specified in the selected package.

The services include the provision of subscription access to the software. The software is licensed to you, not sold. We reserve all rights to the software that are not explicitly granted by us.

This license does not permit you to:

- circumvent any technological protective measures related to the software or services;
- disassemble, decompile, decrypt, hack, abuse, or reverse engineer any software or other aspect of services that is included or accessible through the services;
- distribute components of the software or services for use on different devices;
- publish, copy, sell, lend, or exploit the software or services in any other commercial manner unless you obtain prior express written consent from NORIK SISTEMI;
- transfer software, any software licenses, or any access rights or use rights to the services;
- use software or content accessible through the use of software for importing into, or training artificial intelligence models;
- employ any data scraping technologies on the software;

- use the services in a manner that could disable, overburden, or impair the operation of the services or interfere with the use of services by other users;
- use the services in any unlawful manner or for any illegal activities;
- share your access username and/or password for access to the services or enable access to other users, except those for whom you have purchased access;
- use the services in any other unauthorized manner.

### 4. Payment for services

By requesting the services, you are committing to the agreed payment.

We issue invoices for services on a monthly or annual basis, depending on the chosen subscription and any usage of software beyond the initially contracted scope.

The invoices shall be delivered via email to one of the persons in contact with us regarding the provision of the services or to another general email address provided by you. By this, you are considered to have received the invoice. Payment must be made within 8 days from the date of receipt. Payments shall be settled through non-cash methods.

The agreed fees do not include VAT, which will be charged additionally if payable. In cross-border transactions, you must ensure the appropriate payment and the necessary notifications to the competent tax authorities regarding VAT and must remind us in a timely manner and prior to issuance of the invoice that we consider any special characteristics you must comply with.

We reserve the right to change the service fees at any time. You will be notified of such changes via email or by another suitable means at least 15 days in advance. If you do not agree with the change in fees, you must cancel your subscription and cease using the services before the price change takes effect. For the billing periods that are already active at the time of the notification, the existing price will apply until the end of the billing period.

### 5. Limitations

The services are provided to and for the benefit of you alone and for the purposes you have communicated to us.

### 6. Liability

We do not accept any liability, in respect of the services, in favor of anyone other than you.

NORIK SISTEMI shall be liable only for direct damages caused by NORIK SISTEMI to you during or as a result of the performance of its services, and provided that they are caused by gross negligence or intentionally. Any liability for indirect damages or other damages (for example, for resulting damages including loss of profit, loss of saving and damages as a result of loss of data) as well as for damage caused by third parties, are expressly excluded. NORIK SISTEMI shall not be liable for errors arising from the sphere of technical equipment, hosting, and other circumstances on your side, as well as other causes originating outside our sphere. NORIK SISTEMI shall not assume responsibility for regulatory risks that may be associated with your use of our services. You release NORIK SISTEMI from its duty to protect confidentiality and professional secrecy in case you should raise claims against NORIK SISTEMI or its associates.

You are solely responsible for safeguarding your username and/or password for accessing the services and for all activities

associated with your user account and for usernames and/or passwords for accessing the services of users, for whom you have purchased access and for all activities associated with their accounts. You must promptly notify us of any unauthorized use of your account and/or of an account of users, for whom you have purchased access, and any other security incident. NORIK SISTEMI is not responsible for any damage that may result from unauthorized use of your account and/or any associated account by third parties.

You commit to defending and indemnifying NORIK SISTEMI and associated parties against any claims, lawsuits, costs (including legal costs), and damages arising from your use of the services in violation of these Terms.

## **7. Confidential information**

Any agreement on our services, our service specifications and service conditions stated in the documents constitute our trade secret.

We will treat all information provided to us by you or on your behalf for the purposes of providing the services as strictly confidential and we will not use or disclose this information except for the purposes of providing the services, unless required otherwise by law. This obligation shall not apply to any information which is in or comes into public domain or becomes known to us otherwise than as a result of our breach of the services agreement, nor does it apply to information which is already lawfully in our possession at the time it is communicated to us.

NORIK SISTEMI carefully handles any personal data in accordance with applicable regulations, and you are responsible for your obligations regarding the protection of personal data.

The provisions of this section remain valid even after the termination of the business relationship between the parties.

## **8. Intellectual property**

NORIK SISTEMI shall retain and hold all copyright, database rights, and other intellectual property rights and related rights to the content to which you are granted access within the services, the software, and all works and other items developed, designed, manufactured, or created by us or our associates in the course of providing the services.

## **9. Availability of services**

We strive to ensure the smooth operation of the services. The services or documents accessible through the services may be occasionally unavailable, available for a limited time, or may vary depending on your device. We do not guarantee 100% uptime of the services, and NORIK SISTEMI is not responsible for any disruption or damage you may incur as a result of disruptions.

We reserve the right to cease providing the services at any time. We also reserve the right to terminate your subscription to the services at any time if you violate your contractual obligations or these Terms.

## **10. Publication of references**

Unless agreed otherwise, we will assume that you consent to the publication of your company with your logo on our website, social media, and other publications as our valued client. If you

inform us that you do not wish for such publications or request their removal, we will respect your decision.

## **11. Assignment**

NORIK SISTEMI may unilaterally transfer its rights and obligations from the contractual relationship with you to third parties. You may not transfer your rights and obligations from the contractual relationship with NORIK SISTEMI to third parties without prior express written consent from NORIK SISTEMI.

## **12. Validity and changes to the Terms of Service**

To each request for services, the respective applicable TEMPO Terms of Service shall apply. The applicable terms are those that were last published. The Terms are subject to change from time to time without notice and apply to any services you have requested after that date.

## **13. Governing law and jurisdiction**

The contractual relationship and all issues related to it shall be assessed and interpreted in accordance with the Slovenian law, without regard to its principles of conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the parties fail to amicably settle any dispute arising out of or in connection with the contractual relationship, the court in Ljubljana shall have jurisdiction.