

I. Scope

- (1) These general terms and conditions regulate the performance of services provided by imos Service OOD. (hereinafter referred to as "IMOS"). If the terms of delivery include supplementary services to those listed as the subject of the service, here below, as delivery and licensing of standard software products, the General Terms of Delivery and Licensing of imos Service shall apply in addition.
- (2) The customer orders shall not be considered as binding for IMOS unless otherwise stated by IMOS in writing. All engagements for specific data properties are binding for IMOS only if it is indicated by IMOS in writing. The requirement for a written form under these General Terms and Conditions may be annulled only by an explicit written agreement.
- (3) The general terms and conditions of the client for purchases, deliveries and supplies are not applicable and are not part of the service contract, even if they are attached to any submitted to IMOS requests for offers, orders, order confirmations, etc. In the event of contradiction between the present general terms and conditions of IMOS and any other general terms and conditions, the former shall be deemed as only applicable.
- (4) The written form of the service contract is a condition for validity and expresses commitment of IMOS to fulfillment of the client's order.
- (5) For each service contract and for each service listed in the subject of the service, these General Terms and Conditions apply hereinafter.

II. Offers, performance of services

- (1) All IMOS offers shall be considered as for informational purposes only and shall bind IMOS only if so stated in the offer. Even in the event when commitment is clearly stated in the offer or the client has already accepted the offer with order confirmation, IMOS reserves the right to make minor deviations in the execution of the order due to technical reasons.
- (2) Notwithstanding the above, the service contract shall be deemed to have been concluded and shall enter into force on the date of written confirmation of the order by IMOS. By concluding the contract, the IMOS agrees to perform the services in good faith, engaging employees with the appropriate professional qualifications. The nomination of certain employees of IMOS and enlistment in the offer does not limit the possibility for replacement by other employees with an equivalent profile of qualification and professional experience, provided that the IMOS guarantees the execution of the order, as agreed with the client. The client has the right to request the replacement of an employee if there is good cause for it. In this case, the costs of introducing the new employee to the current project shall be borne by the client. Regardless of the place of performance of the service and the coverage of some of the labor costs, the employees of IMOS are not subject to control and instruction by the client.
- (3) Each party to the service contract shall designate a contact representative. The representative will be considered authorized to receive and submit documents related to the order and, if necessary, to make decisions based on them. The Parties shall have the right to replace their representatives only for a good cause and for any such replacement shall notify the other Party immediately.
- (4) The client, including its employees shall not disclose information which has become known to them via the offer, in whole or in part, including in processed form, without prior consent of IMOS expressed in written.

III. Definitions

- (1) **Development of databases** – a process of creating and/or modifying data for the materials used by the customer, as well as for the products produced by the latter in software environment designated for this purpose.
- (2) **Training** – remote or face-to-face introduction of the client's employees in the client's production premises or IMOS office, to the knowledge of work with specialized software products. The place and the method of performing the services are determined by the order.

- (3) **Consultation** – elucidation via analysis and assessments of the technical condition of software systems, databases and / or production processes of the client, furnished with detailed suggestion for improvement.
- (4) **Installation and setup of software products** – remote or face-to-face commissioning of software products. The place and the method of performing the services is determined by the order.
- (5) **Software product support** – remote support of customers for dealing with problems in case of software systems malfunction, fixing of errors in the configuration and/or installation of updates.
- (6) **Performed services** – all services performed under the respective order, for which act (protocols) of acceptance have been signed.

IV. Scope of the service

- (1) The services provided under service contract are among listed in Section III. above, and their scope is indicated in the order confirmation.
- (2) The data or services shall be delivered in conformity to the version of the customer's software system. The source code and the projects from which the final products are generated are not subject to the order and therefore will not be provided to the customer.

V. Software, hardware system and databases

- (1) The client is obliged, at his own expense, to provide any necessary assistance for the provision of the service. Thus, the customer is obliged to ensure required licensed products of third parties (hardware, software, databases, etc.), if such are necessary for the provision of the services. The client guarantees that such products (including the necessary access and processing rights for IMOS) will be provided in a timely manner in good working order and, where necessary, serviced by duly licensed persons.
- (2) As part of the commitment to assist in the provision of the services, the Client is obliged to take appropriate preventive measures to protect IT systems (e.g through regular data backups and regular checks) from unauthorized access and technical problems. In the event of a complete breakdown of IT systems, the client must provide to IMOS emergency conditions for the continuous operation, and for this purpose should develop concepts and plans for operation in case of emergency focused on overcoming the consequences of accidents and malicious actions. To avoid any misunderstanding, for the purposes of these general terms and conditions, it is assumed that, unless expressly agreed otherwise, the customer ensures that all data to which IMOS employees and their subcontractor have access are adequately secured against misuse and loss.
- (3) Within the scope of client's obligations is a duty to provide conditions for the proper provision of the service. In case IMOS is constrained due to inappropriate conditions, the Client shall compensate any downtime suffered by IMOS employees and/or IMOS subcontractors due to lack of working conditions, including to reimburse IMOS' additional costs affiliated to downtime. In case the appropriate working conditions environment are provided by IMOS, the client shall pay additional remuneration and shall cover all related costs.

VI. Method of establishing remote connections

- (1) IMOS shall establish a remote connection to the client's system, in case of mutual consent.
- (2) Remote connection shall be established via Internet, supported by specialized software provided by IMOS. Unless otherwise agreed, connection via not sanctioned by IMOS software products or connection methods is not permitted.
- (3) The connection with the client is carried out only during the business hours of the client, unless IMOS receives an explicit confirmation from the client for operation during non-working hours.
- (4) In a session of remote connection to the client's system, the services must be performed in the presence of a client's employee. In case such presence is not ensured, IMOS is not responsible for any damages.
- (5) In case of changes in the connection method and infrastructure of the client, IMOS shall be duly notified.

VII. Dates and periods

- (1) The dates and periods of service specified in the written order confirmations shall be binding only if identified so in writing by the customer and the IMOS; otherwise, if not, all dates/periods are non-binding.
- (2) The term for performance of the services shall be extended accordingly if the delay is due to reasons beyond the control of IMOS.

VIII. Terms of payment and due date

- (1) Value added taxes, as well as other taxes, fees and duties at the current rate, shall be added to the amounts payable as well as those to cover unexpected costs, such as those under Section V, paragraph 3 above.
- (2) The payment is in advance and it is prior to the performance of the service. Invoices are paid within 14 days from the date of issue. In the event of late payment, interest at nine (9) percentage points per annum above the European Central Bank's base interest rate shall be added to the due amounts. This does not limit the IMOS's right to claim other compensations.

IX. Obligations of the parties

- (1) Database Development Project
 - a) The client is responsible for the following:
 - prior to order confirmation client shall provide to IMOS structured and fully detailed product information submitted in required form by IMOS;
 - the client shall provide a response to any technical questions raised by IMOS within 2 days;
 - prior to order confirmation client shall provide to IMOS 3D drawings or samples of fittings and other hardware elements, which must be created as connectors in the database along with the provided drawing files;
 - the client shall test the data provided by IMOS and submit a case in the IMOS client's self-service portal, indicating all errors that need to be fixed by IMOS;
 - the client shall provide descriptors and files with the positioning logic (logic of hardware positions and other elements described in text files);
 - the client shall send official information and documentation via e-mail or other communication platform provided by IMOS;
 - when an update of the client's system data is agreed upon, the client undertakes to provide to IMOS sustained remote access to his system. In this case, the presence of an employee of the client during the implementation of remote access is not mandatory, unless otherwise agreed.
 - b) IMOS is responsible for the following:
 - development of a database;
 - to surrender created or processed data to the client;
 - to repair technical problems or errors created in the data by IMOS, provided a fully, detailed and correct description is furnished by the client;
 - to demand for additional information when the product information provided by the customer is insufficient;
 - official correspondence shall be conducted via e-mail or other communication platform provided by IMOS.
- (2) Other services
 - a) The Client is responsible for providing all data, descriptions and samples required by IMOS in order to perform the service.
 - b) The Client is responsible for coordinating all services required by IMOS and provided by client-related companies, service companies or third parties so that they are performed without delay, down time and / or additional expenses for IMOS.

X. Quality requirements. Standards

- (1) Standards for performing services in the client's enterprise
 - the client is obliged to provide a suitable room for training, analysis and installation, which is consistent with the number of participants, legal safety requirements and working conditions.
 - when training and performance of analysis - presentation equipment shall be provided by the client

- when installing and setting up software products - qualified personnel for operation and maintenance of the equipment shall be provided by the client
 - the client shall provide a working place for the IMOS' specialists
 - internet access and power supply for workstations of the IMOS' specialists
 - a place for the IMOS' specialists to rest at the designated times
- (2) Standard for conducting services in a IMOS' office
 - the customer must provide workstations for each of its employees
 - IMOS is obliged to provide a suitable room for training, analysis and installation, which is consistent with the number of participants, legal safety requirements and working conditions
 - working place for client employees
 - internet access and power supply for the workstations of the client's employees
 - a place for employees to rest when breaks are given

XI. Quality defects

- (1) **Definition**

A defect of quality is deemed to exist if the service performed by IMOS deviates from the description of the service provided to the customer as per binding IMOS offer or per order accepted by IMOS. IMOS is not responsible for possible software errors or problems which are not related to the performed services.
- (2) **Limitation of claims**

Claims for the detected quality defects will be accepted not later than one month after the act (protocols) of acceptance have been signed.
- (3) **Modifications by the client**

Modifications or results of modification in the database shall not be qualified as defects of quality if the client itself modifies the data or a third party has done so on client's assignment, unless it can be proved that the defects do not derive from this modification and are due to an error of IMOS.
- (4) **Duty to examine and report for defects**

Upon surrender of databases, the client is obliged to check whether the data and documentation are complete and free of visible defects, and if it detects such the client should promptly notify IMOS for reclamation. If the customer fails to comply with this obligation, he shall waive the rights provided below in the event of quality defects that should have been detected in a thorough initial check.
- (5) **Notification of defects from the client**

For each detected defect, the client is obliged, immediately in an understandable written form to notify IMOS. IMOS is obliged to remedy the defects for which it has been notified.
- (6) **Remedy of defects**

IMOS is entitled, at its discretion, to remedy defects for which it has been notified either by a repair or replacement. The remedying of defects by IMOS can also take a form of instructions sent to the client in writing or electronically. Any additional costs incurred by IMOS due to the client having moved the data to the place or system other than the one indicated by the client for initial setup shall be borne by the client. Should it be the case that the defect notified by the customer does not actually exist or is not related to the data or services provided by IMOS, then if the customer knew or it could be assumed that he knew or should have known, IMOS has the right to receive compensation from the client for the costs incurred in relation with the analysis and other type of processing in the premises of the IMOS according to the current price list for services to clients.
- (7) **Price reduction or termination**

In the event that IMOS does not remedy the defects within an appropriate period within which it has been given the opportunity for at least two correction attempts, the client is entitled to set a deadline permitting IMOS to perform at least two new attempts. If the IMOS is unsuccessful in remedying the defects within this deadline, the client has the right, at its discretion, to reduce the payment or terminate the service contract. The need for the client to allow attempts for correction and to set deadlines shall be considered void if the customer cannot reasonably be expected to fulfill this obligation, such as in cases where IMOS definitively and

seriously refuses to remedy the defect. For the purposes of these general terms and conditions, unsuccessful second correction attempt will not be considered as disability to remedy the defect, on the contrary, IMOS is entitled to unlimited repair attempts within the time limits specified by the client.

(8) Fraud/Warranty

All warranty commitments, quality, or durability warranty from the legal point of view will only be deemed to exist if they are explicitly stated in writing as an independent warranty, quality warranty or durability warranty.

XII. Subcontractors

- (1) IMOS has the right to involve subcontractors in the performance of services. In these cases, the IMOS is responsible for the quality of the services.

XIII. Rights of use

- (1) Unconditional and irrevocable right of use:
Against the stipulated remuneration, IMOS undertakes to grant the client the exclusive right to use the contractual data permanently in its system.
- (2) Right of backups:
In addition, the client is authorized to make an appropriate number of backups and routine data backup.
- (3) Processing right:
The client is authorized to process the data in connection with a change necessary to create interoperability with another product or to correct a defect.

XIV. Data support

- (1) IMOS is obligated to maintain and update the data provided supplementary maintenance and update agreement is stipulated.

XV. Privacy policy

- (1) The provisions for the protection of trade secrets and confidentiality are contained in the IMOS Declaration on data protection.

XVI. Set-off

- (1) The Client has the right to set off his claims with IMOS claims in case they are undisputed or legally enforceable.

XVII. Recession of contract

- (1) The client has the right to recession under the following conditions
- a) In the case of a contract for some of the following services: orders for training, installation, adjustment, and consultation, with written notice six working days before the scheduled start day for the performance of the service. Upon receipt of the notice in case the services have been performed and/or the costs of the contract have been incurred by that date, they should be paid by the client.
 - b) In the case of a contract for some of the following services: development of a database, as well as maintenance of software products, with three months' written notice before the start date of the service. Upon receipt of the notice in case the services have been performed and / or the costs of the contract have been incurred by that date, they should be paid by the client.
- (2) IMOS has the right to refuse to perform the service in case of insolvency and / or risk of the client's obligations not being paid. Upon termination of the contract in these cases, IMOS is not obligated to compensate the client.

XVIII. Termination

- (1) The service contract may be terminated in the following cases:
- a) By mutual consent expressed in writing
 - b) In case of refusal
 - c) When exercising the right to terminate the contract by the client

XIX. Amendments and additions

- (1) All amendments to these general terms and conditions and to the service contracts shall be made in writing. This also applies to any amendments to this provision.
- (2) A letter confirming a verbal agreement shall be deemed effective only if there is also a counter-confirmation in writing by the receiving party.

XX. Choice of legislation, place of jurisdiction

- (1) These general conditions must be interpreted in accordance with the rules of Bulgarian law. The UN Convention on Contracts for the International Sale of Goods is not applicable.
- (2) The place of jurisdiction for all disputes arising out of and in connection with these General Terms and Conditions shall be Varna, Bulgaria.

XXI. Invalid clauses and gaps

- (1) In the event that a separate provision or any part of any provision is declared null and void, illegal or unenforceable, this shall not affect the validity of the other provisions of the General Conditions. Invalid provisions will be considered replaced by law from the texts of the law.