



General Terms and Conditions

for provision of services by AppXite

Table of Content

1. DEFINITIONS AND INTERPRETATIONS.....	3
2. SERVICES	4
3. RESPONSIBILITIES AND UNDERTAKINGS.....	4
4. PRICES AND PAYMENT TERMS.....	5
5. WARRANTIES.....	5
6. LIMITATION OF LIABILITY	6
7. INDEMNIFICATION	6
8. INTELLECTUAL PROPERTY RIGHTS	6
9. CONFIDENTIALITY.....	6
10. TERM AND TERMINATION	7
11. GENERAL TERMS	8

These General Terms and Conditions for provision of services by AppXite (“hereinafter – “*Terms*”) constitutes a legally binding agreement between SIA “AppXite” and Customer (“You”).

Please read these terms and conditions carefully before accepting, or before using any service provided by AppXite or any part thereof.

If you click “**Agree**”, or sign an Order Form, or take any other affirmative actions indicating your acceptance of these Terms, you are bound by the Terms hereof.

Your use of any service provided by AppXite are expressly made conditional on your assent to the terms and conditions set forth herein.

If you are an individual entering into these Terms on behalf of a Customer, you warrant and represent that you have the authority to bind Customer to these Terms.

1. DEFINITIONS AND INTERPRETATIONS

- a) “**Commencement Date**” means the date in which AppXite verifies that (i) Customer has provided appropriate information and assistance for AppXite to commence the provision of Services; and (ii) Services are available to Customer;
- b) “**Customer Data**” means all materials provided by Customer to AppXite hereunder, including but not limited to data, text, graphics, or materials generated in any form or media;
- c) “**Confidential Information**” means all information furnished, whether orally, in writing, electronically or in other tangible form, and identified as confidential or proprietary at the time of disclosure or otherwise disclosed in a manner such that a reasonable person would understand its confidential nature, including but not limited to, information that is related to:
 - a) the business plans or operations;
 - b) the research and development or investigations;
 - c) properties, employees, finances, operations;
 - d) software or/and related documentation, including third party software or/and related documentation including: (i) computer software (object and source codes), programming techniques and programming concepts, web platforms, methods of processing, system designs; and (ii) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to such software;
 - e) services offerings, content, partners, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, inventions (whether patentable or not), marketing plans, forecasts and strategies.

Confidential Information shall not include any information that the receiving Party can demonstrate by its written records:

- a) was known to it prior to its disclosure hereunder by the Disclosing Party;

- b) becomes known through no wrongful act of the Receiving Party;
 - c) has been rightfully received from a third party authorized to make such a disclosure;
 - d) is independently developed by the receiving other Party;
 - e) has been approved for release with the Disclosing Party's prior written authorization;
 - f) has been disclosed by court order or as otherwise required by law.
- d) **"Disclosing Party"** means the Party that discloses Confidential Information, directly or indirectly to the Receiving Party under these Terms;
 - e) **"Intellectual Property"** means intellectual property rights (including, but not limited to, patents, patent applications, trade secrets, trademarks, trade names, service marks, logos, moral rights, or any other copyrights inherent thereunder, along with any registrations and applications to register, as applicable) in tangible and intangible materials or information which may be continually under development, modification or improvement, including, but not limited to, software, source code, object code, routines, tools, documentation, methodologies, techniques, algorithms, inventions, ideas, databases, and know-how;
 - f) **"Order Form"** means a legally binding written or electronic order and/or subscription for Services that Customer submits to AppXite that shall include at a minimum: name of Service requested, quantity, price, delivery date, bill to information, and shall be subject to the Terms and Conditions hereof;
 - g) **"Receiving Party"** means the Party that receives Confidential Information, directly or indirectly from the Disclosing Party under these Terms;
 - h) **"Party"** means AppXite or Customer as the context requires, **"Parties"** shall be construed accordingly;
 - i) **"Services"** means (i) managed services; and/or (ii) support services; and/or (iii) cloud consultancy; and/or (iv) Azure resource monitoring; and/or (v) migration services, or any part thereof.

2. SERVICES

- 2.1. Subject to these Terms, AppXite shall provide the Services to Customer during the Term, in consideration of the payment for the relevant Service.
- 2.2. Customer acknowledges and agrees that, unless the Parties have entered into separate agreement related to the particular Services, the provision of such Service shall be governed by these Terms.

3. RESPONSIBILITIES AND UNDERTAKINGS

3.1. **System Compliance.** Customer is responsible for its computer hardware and software required to access the Services.

3.2. **Customer will:**

- 3.2.1. Provide AppXite with access to its infrastructure (if needed);
- 3.2.2. Keep AppXite informed about potential changes to its IT environment.
- 3.2.3. Notify AppXite of issues or problems in a timely fashion.
- 3.3. **Assistance.** Customer shall provide commercially reasonable information and assistance to enable AppXite to fulfil its obligations under these Terms. Customer acknowledges that the ability of AppXite to provide the Services depends upon the accuracy and timeliness of such assistance. In case of default of Customer's obligations, as set out in this sub-clause, AppXite may adjust any timetable or delivery schedule as reasonably necessary, upon providing a prompt notice to the Customer.
- 3.4. **Limitations.** Should the Customer carry out any actions that may impact upon AppXite's ability to perform the Services, Customer must inform AppXite in writing of such actions prior to their commencement.

4. PRICES AND PAYMENT TERMS

- 4.1. **Fees.** Service fees ("**Fees**") are set forth in the applicable documentation or published in the www.appxite.com and, unless otherwise stated, will be calculated as of Commencement Date.
- 4.2. **Invoicing.** AppXite will invoice monthly in arrears.
- 4.3. **Payment Terms.** All Fees are due within 30 (thirty) calendar days from the invoice day.
- 4.4. **Currency.** Unless stated otherwise, all fees are stated and paid in EUR.
- 4.5. **Taxes.** All fees are exclusive of any taxes, levies, duties or similar governmental assessments of any nature associated with the Services.
- 4.6. **Transfer of Funds.** All payments under these Terms shall be paid via wire transfer, and shall not be reduced by any wire transfer fee, bank processing fee, or other fee pertaining to the rendering of payment.
- 4.7. **Contractual Penalty.** AppXite reserves the right to charge interest to the Customer on any amount of fees which are not paid on the due date. Interest may be charged from the date such payments fails due at the rate of 1.5 % per month or the highest rate allowed under the Applicable Law until paid. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount together with interest.

5. WARRANTIES

- 5.1. **Services Warranties.** AppXite warrants that Services will be provided in accordance with good industry practice and will materially comply with the applicable documentation. The warranties in this section shall not apply to the extent of any non-conformance caused by use of the Services contrary to the AppXite's instructions. Should the AppXite breach the warranties set out in this section, AppXite will, at its own discretion, use reasonable commercial endeavours to correct such non-conformities promptly, or provide the Customer with the substitute services that have equivalent or better performance and function than the relevant Service, or refund the relevant Fees for the period in which the Service(s) did not materially conform to the respective documentation.

6. LIMITATION OF LIABILITY

- 6.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE SUFFERED BY THE OTHER PARTY, ARISING FROM OR IN ANY WAY CONNECTED WITH THESE TERMS.
- 6.2. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL APPXITE, ITS REPRESENTATIVES OR SUPPLIERS BE LIABLE TO CUSTOMER FOR MORE THAN THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES UP TO THE GREATER OF THE AMOUNT PAID TO THE APPXITE DURING 3 (THREE) MONTHS BEFORE THE CAUSE OF ACTION AROSE.

7. INDEMNIFICATION

- 7.1. Customer shall indemnify and hold AppXite harmless against any claim, lawsuit, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of or in connection with the Customer's use of Services contrary to the Documentation or reasonable instructions from AppXite.
- 7.2. Indemnifying party shall have sole control of the defence and all related settlement negotiations, and a complete information required for that party to conduct and settle the negotiations and/or litigation related to infringement of such third-party intellectual property rights.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. **Ownership.** AppXite, its vendors and licensors retain all rights, title, and interest in and to the Services, including without limitation all software used to provide the Services and all logos and trademarks reproduced through the Service, and these Terms does not grant Customer any intellectual property rights associated with the Service or any of its components. This ownership shall apply to all copies and portions of these items, and all improvements, enhancements and derivative works to these items.

9. CONFIDENTIALITY

- 9.1. **Confidentiality Obligations.** Neither Party will use any Confidential Information of the Disclosing Party except as expressly permitted by these Terms or as expressly authorized in writing by the other Party or as required under the Applicable Law. Confidential Information shall not be reproduced in any form without the prior written consent of the Disclosing Party. Any reproduction of any Confidential Information of a Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. The receiving Party may disclose Confidential Information of the disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with

the terms and conditions of these Terms. Without limiting the foregoing, each Party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other Party. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

9.2. **Return of Confidential Information.** Upon the termination or expiration of these Terms for any reason, or upon the disclosing Party's earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party's property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files.

10. TERM AND TERMINATION

10.1. **Initial Term.** These Terms shall be effective as of Commencement Date and, unless earlier terminated as provided herein, shall continue for the period agreed between parties with respect to particular Service.

10.2. **Termination for Convenience.** Each Service may be terminated by either Party, for any reason, by giving a written notice of termination to the other Party. The notice period for termination is the end of the current month plus 30 calendar days, e.g. if Customer provides AppXite with notice of termination of Service on 21st of February, the actual termination date will take place on 30 March.

10.3. **Termination for Cause.** These Terms may be terminated as follows:

10.3.1. if either Party breaches any provision of these Terms and fails to remediate such breach within 14 (fourteen) days after receiving written notice of the breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach, the non-breaching party may terminate these Terms on written notice at any time following the end of such 14 (fourteen) day period;

10.3.2. if either Party becomes insolvent or makes an assignment for the benefit of creditors, then the other Party may terminate these Terms effective immediately upon notice;

10.3.3. if either Party is dissolved or liquidated, then the other Party may terminate these Terms effective immediately upon notice;

10.3.4. If required by the Applicable Law, then the other Party may terminate these Terms effective immediately upon notice.

10.4. **Effect of termination.** Upon termination or expiry of these Terms, the following provisions shall apply:

10.4.1. Any Fees incurred but unpaid shall become immediately due and payable to the AppXite;

10.4.2. Customer shall forthwith cease to use of the Services and shall promptly return all copies of the documentation to AppXite or else destroy those copies of documentation upon AppXite's request;

10.4.3. All rights and authorizations granted to Customer under these Terms shall immediately cease;

11. GENERAL TERMS

- 11.1. **Assignment.** Neither Party can transfer or assign these Terms, in whole or in part, or delegate any of its duties hereunder, to a third party by change in control, operation of law or otherwise, without the prior written consent of the other Party.
- 11.2. **Force Majeure.** Neither Party shall be liable in the event that its performance of these Terms is prevented, by reason of a labour dispute, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Subscription Date and is beyond the reasonable control of the Party. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under these Terms will be extended for a period equal to the period of the delay. However, the Party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under these Terms, to remove or overcome the cause of delay. In the event that the performance of a Party is delayed for more than 30 (thirty) days, the other Party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate these Terms without liability for such termination.
- 11.3. **Governing law.** These Terms shall be governed by and construed in accordance with the laws of the Republic of Latvia without reference to any conflict of laws principles under which different law might otherwise be applicable.
- 11.4. **Dispute Resolution.** Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be referred to and finally resolved by the court of general jurisdiction of the Republic of Latvia.