RedgeTechnologies
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TERMS AND CONDITIONS
OF REDGE MEDIA SERVICES
established on 1ˢᵗ August 2023

These Terms and Conditions of Redge Media Services together with any Master Services Agreement and any attachment hereto, are made as of the Effective Date and comprises the entire Agreement by and between Redge Technologies and the Client accepting the terms of the Agreement via a signed Master Services Agreement.

Redge Technologies and Client, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

Capitalized terms throughout these Terms and Conditions of Redge Media Services shall have the following meaning, unless the context in which they are used indicates otherwise:

1.1. **"Agreement"** means these Terms and Conditions and any attachment hereto together with any Master Services Agreement (including executed orders thereto) comprises the entire Agreement by and between Redge Technologies and the Client.

1.2. **"API"** means the application programming interface being the programmatic access points to the Redge Media Services.

1.3. **"Application"** means an application developed by Redge Technologies that makes use of Redge Media Software and/or Redge Media Services, intended for use on web browsers, mobile devices and/or smart TVs.

1.4. **"Channel"** means an online transmission of linear audiovisual or audio content, other than an Event Transmission.

1.5. **"Client Infrastructure"** shall mean the system and network environment owned or licensed and/or maintained by Client at a given location.

1.6. **"Confidential Information"** shall have the meaning given to them in Section 8.1. hereof.

1.7. **"Development"** means graphical and user-interface changes to the Redge Media Software or Redge Media Services, created in order to adapt the specific Client requirements accepted by Redge Technologies, or any other custom development or change request (CR) work accepted and performed by Redge Technologies at Client's request.

1.8. **"Documentation"** means installation guides and/or other technical instructions that Redge makes available to at https://confluence.redge.com/ in connection with the Redge Media Software and/or Redge Media Services.

1.9. **"Effective Date"** means the date of execution of the Agreement specified in any given MSA signed by both Parties.

1.10. **"End User"** means natural person or legal entity that uses Client's services based on Redge Media Services and/or Redge Media Software.

1.11. **"Event Transmission"** means a transmission of linear audiovisual or audio content (of an event), which lasts no longer than 1 day.

1.12. **"File"** means a file with content different from the VOD Content, designed to be provided over the Internet at the demand of the End User.

1.13. **"GDPR"** means the regulation (EU) 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 (General Data Protection Regulation).

1.14. **"Integration Services"** means any implementation or customization work provided by Redge Technologies under the Agreement, including integration of the Redge Media Services and/or Redge Media Software with the Client Infrastructure and/or any Development.

1.15. **"Intellectual Property"** shall include, without limitation, all patents, trademarks, trade secrets, copyrights, know how, including technical and scientific information, drawings, reports, data, techniques, computational know how, software, logic product use know how and all other similar information in whatever form, and other intellectual property rights, whether or not registered, and the applications thereof.

1.16. **"Master Services Agreement"** and **"MSA"** means the agreement form provided by Redge Technologies for Client's ordering of Redge Media Services and/or Integration Services under this Agreement.

1.17. **"Multimedia Content"** means any content Client makes available to its Users via the Redge Media

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Services, including Channel, VOD Content, File and Event Transmission.

1.18. **"Order Form"** means the form supplied by Redge Technologies under the MSA executed by both Parties, based on which Client may order new or additional Redge Media Services and/or Integration Services.

1.19. **"Parties"** means collectively Redge Technologies and Client. Redge Technologies and Client are also sometimes referred to herein individually as a Party.

1.20. **"Personal Data"** means personal data within the meaning of Article 4(1) of the GDPR concerning the Client or a person acting on behalf of the Client, obtained by the Supplier through the Registration

1.21. **"Phase"** means a defined in a given Schedule, respectively, staggered implementation of a separate part of the programming, configuration, implementation and testing work resulting from a specific Scope of Work, ending with the acceptance of a given Phase. A Phase consists of one or more stages.

1.22. **"Redge Media Services"** means any of Redge's products or solutions consisting of Redge Media SDP Services and/or Redge Media VDP Services, provided by Redge to Client under the Agreement and offered to Client as a service (SaaS), including, without limitation, databases, metadata, files, and data either used to operate the services or incorporated therein, the system and processes, modifications and upgrades. Redge Media Services may include Redge Media Software that is provided to Client in order to facilitate access to the Redge Media Services.

1.23. **"Redge Media VDP Services"** means services based on software developed by Redge Technologies, which description is contained in Documentation, delivering audiovisual stream in the form of Multimedia Content or File to the End User's device.

1.24. **"Redge Media SDP Services"** means services based on software developed by Redge Technologies, which description is contained in Documentation, enabling the presentation and access services to Multimedia Content or File to End User.

1.25. **"Redge Media Software"** means software developed by Redge Technologies, including without limitation Applications, their respective Documentations, and all Development, modifications and upgrades thereof provided by Rede Technologies.

1.26. **"Redge Technologies"** and **"Redge"** means Redge Technologies sp. z o.o. with its registered office in Warsaw, address: 86 Ostrobramska str., 04-163 Warsaw, entered into the register of entrepreneurs of the National Court Register under the KRS number

0000287417, whose records are maintained by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, VAT no.: PL1132687365, statistical identification number REGON: 141103558; with the share capital of 500 000,00 PLN.

1.27. **"Schedule"** means a schedule for the execution of the work covered by a given Agreement, which shall include (but not limited to), the delivery dates for a specific Phases or stages of work under a given Agreement and the Party responsible for the execution of the activities within a given Phase or stage. Schedule is not a mandatory attachment to the MSA, but if created for a given Client, it shall be an attachment to a specific MSA.

1.28. **"Scope of Work"** and **"SOW"** means a specification of functionalities to be delivered and/or services to be provided by Redge under the Agreement, which may include (but not limited to) functional specification of the Redge Media Services and/or Integration Services, description of the Redge Media Services ecosystem, Applications, mock-ups of the Applications user interfaces, descriptions of their operating principles, and a scheme for integration of the Applications with third-party software. Scope of Work is not a mandatory attachment to the MSA, but if created for a given Client, it shall be an attachment to a specific MSA. **"Terms and Conditions"** and **"T&C"** means these Terms and Conditions of Redge Media Services.

1.29. **"VOD Content"** means files with audiovisual or audio content, designed to be provided over the Internet at the demand of the End User.

2. **SUBJECT AND SCOPE OF AGREEMENT**

2.1. These Terms and Conditions set out the terms and conditions for the provision of Redge Media Services and/or Integration Services by Redge to Client.

2.2. Client orders Redge Media Services and/or Integration Services by signing the Master Services Agreement. Unless otherwise specified in a given MSA, the MSA shall become effective upon execution by both Parties.

2.3. Client may also order new or additional Redge Media Services and/or Integration Services by executing an Order Form. Unless otherwise specified in a given Order Form, an Order Form shall be effective upon execution by both Parties.

2.4. Unless any provision of the Agreement is specifically excluded or modified in a particular Master Services Agreement, each such MSA shall be deemed to incorporate all of the terms and conditions of this Agreement and may contain such additional terms and

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conditions as the Parties may mutually agree. In the event of a conflict between any of the provisions of this Agreement and the terms and conditions of a specific Master Services Agreement, the provisions of the specific MSA shall prevail. Neither Party shall have any obligation with respect to any Redge Media Services and/or Integration Services, including payment, delivery and/or acceptance thereof until an MSA setting forth the specific terms with respect to such Redge Media Services and/or Integration Services has been executed by both Parties. The above provisions shall apply mutatis mutandis to executed Order Forms.

3. GENERAL TERMS FOR PROVISION OF REDGE MEDIA SERVICES

3.1. **Obligations of Redge Technologies.** Redge undertakes to provide Client with Redge Media Services in accordance with the provisions of this Agreement and the Documentation.

3.2. Redge undertakes to notify Client as soon practically possible of any delay in the execution of the duties arising from the Agreement. In case the Client fails to cooperate or delays cooperation with Redge to the extent required for proper implementation of the Agreement, and if information on such cooperation failure or delay has been duly represented to Client by Redge at the moment of their occurrence, the delivery dates of the individual works provided for in the Agreement shall be automatically extended by the time period when the Client fails to cooperate or delays cooperation with Redge.

3.3. **Obligations of Client.** Client undertakes to use Redge Media Services in accordance with Documentation and solely for the purpose of providing End Users with services for accessing Multimedia Content or Files.

3.4. The Client agrees to cooperate with Redge Technologies to the extent required for proper implementation of the Agreement, and in particular:

3.4.1. to provide Redge with remote access to Client Infrastructure – to the extent required for proper implementation of the Agreement and in a manner agreed by the Parties;

3.4.2. to provide Redge with remote access to the Client's systems and third-party systems which shall be integrated with the Redge Media Services as well as remote access to the documentation of the systems – to the extent required for proper implementation of the Agreement and in a manner agreed by the Parties;

3.4.3. to submit to Redge without delay any information, documents and/or materials in its possession required for proper implementation of the Agreement;

3.4.4. to notify Redge immediately of the Client's decisions and/or circumstances which may directly affect the implementation of the Agreement;

3.4.5. to coordinate the activities of third parties which may affect the implementation of the Agreement and/or its completion dates, if such third parties are in subordination of the Client.

3.5. In the case of VOD Content or Files, Client is responsible for:

3.5.1. supply of VOD Content or Files to the ingest point of Redge Media VDP Services in the format agreed by the Parties;

3.5.2. managing, via the Redge Media system, the availability of VoD Content or Files to End Users.

3.6. The Parties agree that Redge providing Redge Media Services, shall be not liable for acts or omissions of third parties, including those caused by:

3.6.1. acts or omissions of telecommunication operators other than telecommunication operators contracted by Redge to provide Redge Media Services;

3.6.2. non-operation or malfunction of DRM components;

3.6.3. non-operation or malfunction of devices or applications (other than Applications made available by Redge as part of Redge Media Services) from which End Users access Multimedia Content or Files;

3.6.4. failure, interruptions or technical non-compliance in providing Multimedia Content or Files;

3.6.5. use of the Redge Media Services which is inconsistent with the Agreement or the Documentation;

3.6.6. Client Infrastructure failing or malfunctioning, including failure of Client Infrastructure to meet the minimum requirements set out by Redge;

3.6.7. non-operation or malfunction of third party software;

3.6.8. the introduction of any modifications to Redge Media Services by any party other than Redge

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Technologies and any party for whose acts or omissions Redge is responsible.

3.7. **Personnel.** Each Party shall remain at all times liable and responsible for the actions and omissions of all subcontractors that it may use in connection with this Agreement and agrees that such subcontractor(s) shall be subject to substantially similar obligations, including without limitation the confidentiality obligations, as those set forth in this Agreement.

4. TERMS FOR INTEGRATION SERVICES; LAUNCH OF REDGE MEDIA SERVICES; ACCEPTANCE PROCEDURE

4.1. **Integration Services.** Redge Technologies shall implement and integrate Redge Media Services with the Client Infrastructure and/or third-party software used by the Client – in accordance with the requirements set forth in a specific MSA and/or SOW.

4.2. **Launch of Redge Media Services.** Immediately after the configuration of the environment for the provision of Redge Media Services to the Client and within the timeframe specified in a specific MSA, Redge will provide the Client with the parameters for using the API for Redge Media Services. Redge unilaterally notifies the Client of the launch of providing Redge Media Services.

4.3. **Acceptance procedure.** Immediately after implementation, but no later than the date specified in a given MSA and/or Schedule, Redge shall notify the Client in writing or by e-mail, that a given Phase or stage is ready for acceptance. Acceptance of a given Phase(s) or stage(s) shall be preceded by UAT tests to verify that the implemented component of Redge Media Services or a given functionality correctly meets the assumptions set forth in SOW. Immediately upon receipt of the notification referred to in the preceding sentence, Client shall conduct UAT tests.

4.4. Immediately after obtaining a positive result of the UAT tests, but no later than on the date specified in a given Schedule, Redge Technologies shall notify the Client, in writing or by e-mail, that a given Phase(s) or stage(s) are ready for acceptance, providing the Client with a given acceptance report.

4.5. The Client shall promptly, no later than within 3 business days from the date of notification of the Phase(s) or stage(s) in question for acceptance, shall sign a given acceptance report of the Phase(s) or stage(s) in question and deliver such signed acceptance report to Redge. In the event that the Client – despite the absence of objections and the expiration of the period referred to in the preceding sentence – does not sign the acceptance protocol of a

given Phase(s) or stage(s), Redge shall be entitled to prepare and sign, on its own behalf as well as on behalf of the Client (which the Client hereby authorizes Redge to do), the acceptance report of a given Phase(s) or stage(s), the effects of which shall be the same as in the case of an acceptance report signed by both Parties. Redge shall promptly provide the Client with the acceptance report referred to in the preceding sentence.

4.6. Provision by the Client of the functionality covered by a given Phase(s) or stage(s) for commercial purposes, shall be equivalent to the signing of a given acceptance report of a given Phase(s) or stage(s) by both Parties and constitutes the basis for Redge Technologies to receive compensation for the work performed under a given Phase(s) or stage(s).

4.7. The above conditions shall apply mutatis mutandis to the Order Forms containing implementation work.

5. SAAS; LICENSE

5.1. **SaaS service model.** Except as expressly provided otherwise hereto, under this Agreement, no copyrights are transferred or licenses granted and Redge Technologies shall deliver Redge Media Services in a SaaS basis. Client, upon the execution of an applicable MSA and subject to payment of any and all applicable amounts due to Redge hereunder, shall have the right to access and use Redge Media Services in accordance with this Agreement.

5.2. **Redge Media Software and Application License model.** Subject to the terms and conditions of this Agreement, upon the execution of an applicable MSA which scope includes the provision by Redge Technologies of Redge Software or Application(s) in a licensing model, and subject to payment of any and all applicable amounts due to Redge Technologies hereunder, Redge will grant to Client, for the term of the applicable Master Services Agreement, a nonexclusive, non-transferable, non-sublicensable limited right and license, the subject of which shall be defined in the applicable MSA (including SOW) or Order Form, to use the Redge Media Sooftware and/or Application(s) described in the applicable MSA (including SOW) or Order Form. Client shall make no other access or use of the Redge Media Software and/or Application(s), except as expressly granted in this Agreement, without the prior written consent of Redge Technologies.

6. MULTIMEDIA CONTENT; OWNERSHIP.

6.1. **Multimedia Content.** Client is solely responsible for Multimedia Content and Files. Client shall ensure that Redge Media Services are not used in a manner that

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results in the infringement of any third party's intellectual property rights, or that results in the transmission of any illegal, inappropriate, or offensive content via the Redge Media Services.

6.2. In the case a claim is raised by any third party against Redge Technologies in relation to the infringement of any rights, including Intellectual Property rights to Multimedia Content or Files, Client – immediately upon becoming aware of such a claim – shall be obliged to take, at its own risk and expense, all legal and actual measures to ensure adequate protection of Redge against such a claim, and in particular the Client shall be obliged to enter into rights and obligations of Redge, and if this is not possible – to join Redge as a party to any proceedings brought against Redge in relation to such a claim; Client shall also be obliged to reimburse Redge for any costs incurred by Redge connection with the defence against such claim.

6.3. The Parties agree that Redge Technologies shall not acquire any rights to the Multimedia Content or Files in connection with the performance of this Agreement, nor shall Redge Technologies interfere with the content of the Multimedia Content or Files or modify the data constituting them.

6.4. The Parties agree that Redge is only a provider of IT solutions which allow Client to provide End Users with services for accessing Multimedia Content or Files, and no contracts, including contracts for the provision of electronic services, are made between Redge and End Users as part of the implementation of the subject of the Agreement. Client is the sole initiator of the transmission of Multimedia Content or Files to End Users and is solely responsible for providing End Users with services for accessing Multimedia Content or Files.

6.5. **Ownership.** The Parties expressly understand and agree that (1) Redge Media Services, Redge Media Software, Redge's Confidential Information, and all Intellectual Property with respect to the foregoing, are and shall remain the sole and exclusive property of Redge and (2) Client Infrastructure, Client's Confidential Information and all Client's Intellectual Property with respect to the foregoing are and shall remain the sole and exclusive property of Client.

7. **PAYMENTS**

7.1. **Payments.** Client shall pay Redge Technologies remuneration set forth in a given MSA and/or Order Form, in accordance with any additional payment terms set forth therein. Unless otherwise specified in the applicable MSA and/or Order Form, payment for all invoices is due within 14 (fourteen) days of the applicable invoice date. Any setup fees shall be invoiced upon execution of the MSA and/or Order Form.

7.2. **Development fee and Integrations Services fee.** Unless otherwise specified in an applicable MSA and/or Order Form, Development and/or Integration services fee(s) will be charged on a fixed fee basis, and will be invoiced upon signing of the applicable acceptance report.

7.3. **Interest.** In the case Client defaults on payment of financial liabilities arising from this Agreement, Redge Technologies shall have the right to claim interest in the amount of 5 % per annum of the due amount, for the avoidance of doubt, interest will be charged for each day of delay in due amount. In no case shall the total penalty interest payable exceed the principal amount payable.

7.4. **Suspension or termination.** In the event of non-payment, Reddge Technologies reserves the right to suspend or terminate this Agreement following written notice that has not been cured within thirty (30) days of the date of such notice. Redge Technologies shall not be liable for any damages suffered by Cleint as a result of such suspension or termination.

8. **CONFIDENTIAL INFORMATION**

8.1. **Confidential Information.** Subject to this section hereto, **"Confidential Information"** shall mean any information obtained by one Party (hereinafter referred to as the **"Recipient"**) from the other Party (hereinafter referred to as the **"Discloser"**) in connection with preparation for implementation or with implementation of this Agreement, regardless of the form of disclosure (orally, in writing, electronically or otherwise) and regardless of whether the said information is marked as 'confidential'.

8.2. Confidential Information shall not include information which on the Effective Date is known to the public and information which after the Effective Date is disclosed to the public as result of events other than Recipient's non-performance or improper performance of this Agreement.

8.3. During the term of this Agreement as well as during 2 (two) years after its expiration or termination on any grounds the Recipient shall:

8.3.1. keep Discloser's Confidential Information secret and protect Discloser's Confidential Information against any disclosure to any third party with at least the same diligence as the Recipient exercises to protect its own

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Confidential Information, however in any case no less than it is justified considering the nature of such information;

8.3.2. disclose Discloser's Confidential Information only to those of its directors, officers, employees or co-workers, advisors who need to have access to such information for proper implementation of this Agreement;

8.3.3. not copy, modify or create derivatives of Discloser's Confidential Information, in whole or in part, unless it is necessary for proper implementation of this Agreement, where each such a copy, modification or derivative of Discloser's Confidential Information shall be considered Discloser's Confidential Information.

8.4. Recipient may be exempted from its duties set forth in this section hereto only:

8.4.1. in case of obtaining prior, made in writing under the pain of nullity, consent of Discloser – to the extent set out in such a consent;

8.4.2. due to its obligations arising out of mandatory principles of the law, final judgement of a competent court or final decision of a competent public authority – to the extent set out, respectively, in the said provisions of the law, judgement or decision.

8.5. Discloser's Confidential Information, as well as any copies, modifications or derivatives thereof, are the exclusive property of Discloser.

8.6. Under the Agreement Discloser does not transfer to Recipient any rights (nor grants any license to use) to Discloser's Confidential Information.

8.7. Subject to the second sentence of this section, immediately, but not later than within 14 (fourteen) days, following the expiry or termination of this Agreement for any reason and on any grounds or after the receipt of Discloser's request in this regard, Recipient shall return to Discloser any and all carriers of Discloser's Confidential Information which are in its possession, with the proviso that in case of Discloser's Confidential Information recorded in ICT systems belonging to Recipient or under the control of Recipient, Recipient shall permanently remove such Discloser's Confidential Information, prevent re-access to them and submit to Discloser statement in this regard, made in writing under the pain of nullity. Recipient may retain one copy of each Discloser's Confidential Information when it is necessary to meet Recipient's obligations under the mandatory

provisions of the law or to demonstrate Recipient's due implementation of this Agreement.

8.8. **Marketing.** The provisions of this Section 8 do not preclude the right of Redge Technologies to identify Client (and its logo and business name), as the customer of Redge, in advertising and marketing materials, and in letters of reference of Redge.

9. **PROCESSING OF PERSONAL DATA**

9.1. The subject of this Section 9 of these Terms and Conditions shall apply to the extent Redge Technologies processes any Personal Data.

9.2. Client, as the controller, hereby authorizes Redge Technologies as a processor to process for or on behalf of Client any Personal Data of the End Users in the course of providing the Redge Media Services, Redge Media Software and/or Integration Service under, if this is necessary for the provision of said services, to the extent and in the manner provided for in this Agreement

9.3. Redge undertakes to process Personal Data only to the extent, under the conditions and for the purpose agreed in this Agreement or determined by the Parties and in the manner specified under GDPR and other generally binding legal regulations.

9.4. Redge Technologies undertakes to (a) process Personal Data only on the basis of documented instructions of Client; (b) ensure that personnel authorized to process Personal Data undertake to keep the information confidential, unless they are subject to a legal obligation of professional secrecy; (c) take and implement measures pursuant to Article 32 of GDPR, i.e. appropriate technical and organizational measures relating to the processing of Personal Data, in particular measures to prevent Personal Data from being readable by unauthorized persons and to avoid the loss or damage of Personal Data; (d) respect the conditions for the involvement of another processor (sub-processor) under GDPR and require the written permission of Client for the involvement of such sub-processor; (e) take into account the nature of the processing of Personal Data and assist Client as broadly as possible with appropriate technical and organizational measures in fulfilling the obligation to respond to requests for the exercise of the rights of the data subject; (f) assist Client in ensuring the fulfilment of obligations under Articles 32 to 36 of GDPR, i.e. in the field of Personal Data security, taking into account the nature of the processing of Personal Data and the information available to Client; (g) according to Client's decision and instructions, delete or return all Personal Data to Client after the

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termination of this Agreement and delete existing copies, unless the relevant legislation requires the storage of Personal Data; (h) provide Client with all information necessary to prove compliance with the obligations under this Agreement and GDPR and will allow audits, including inspections, carried out by the Party being a controller or other auditor whom Client will entrust and contribute to.

9.5. In connection with the conclusion and performance of this Agreement, each Party shall process Personal Data of persons employed by the other Party or cooperating with the other Party, which data shall be made available to each other by the Parties on this account (in particular, these data may typically include: name, surname, e-mail address, telephone number, place of employment, position). The Parties' mutual provision of the Personal Data referred to in the previous sentence shall not be for the purpose of entrusting them to the other Party for processing, and each Party shall become the controller of such data in the GDPR.

9.6. Each Party will perform, on behalf of the other Party, the information obligation under Article 14.(1) to (3) of the GDPR, in relation to persons whose Personal Data has been provided by the other Party.

10. TERM AND TERMINATION

10.1. **Term of this Agreement.** This Agreement shall be effective as of the Effective Date and shall remain in force for as long as there is an executed Master Services Agreement in effect, unless terminated in accordance with the terms of MSA.

10.2. **Effect of Termination.** Immediately upon any termination of this Agreement or its applicable MSA all rights and licenses granted and all obligations and covenants imposed hereunder, shall immediately cease, except as otherwise expressly provided herein.

10.3. **Survival.** Except as expressly set forth herein, termination or expiration of this Agreement shall not serve to terminate or cancel any of the respective rights and obligations of the Parties which arose hereunder during the term of this Agreement and which by these terms must remain valid and enforceable to give effect to their meaning, including, without limitation, any Confidentiality and Miscellaneous provisions hereof.

11. REPRESENTATIONS AND WARRANTIES

11.1. **Redge's Warranties.** Redge Technologies represents and warrants that it will provide any Integration Services rendered hereunder with reasonable skill and care, using appropriately qualified personnel. Redge Media Services hereunder shall perform materially in accordance with the Documentation and Redge Technologies has the legal right to provide Redge Media Services in any applicable MSA and/or Order Form.

11.2. **Mutual Representations.** Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, , consents, and authorizations it grants or is required to grant under this Agreement;

11.3. **No Warranty To Third Parties.** NOTHING IN THIS AGREEMENT IS INTENDED TO CONSTITUTE OR CREATE ANY REPRESENTATION OR WARRANTY BY REDGE TECHNOLOGIES TO CLIENT'S END USERS, OR ANY OTHER THIRD PARTY, DIRECTLY OR AS A THIRD PARTY BENEFICIARY, WITH RESPECT TO THE SERVICES INDICATED HERETO

12. LIMITATION OF LIABILITY

12.1. **Indirect Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT, DAMAGES FOR INTERRUPTION OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE OR MAN HOURS, OR LOSS OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE.

12.2. **Direct Liability.** IN NO EVENT WILL NEITHER PARTY'S MAXIMUM AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CLIENT TO REDGE DURING THE 12 (TWELVE) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT AND THE T&C BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE

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OF ONE OR MORE CLAIMS SHALL NOT ENLARGE THE LIMIT.

13. MISCELLANEOUS

13.1. **Independent Contractors.** Redge Technologies and Client are independent contractors to one another. Neither Party is authorized to make any commitment binding on the other, whether in the performance of obligations under this Agreement or otherwise, without such other Party's express prior written consent.

13.2. **Assignment.** Redge Technologies may assign and/or transfer and/or subrogate its rights under this Agreement to any affiliated company, and in the event of a merger or sale of all or most of the Redge's assets or any other similar transaction as may be structured.

13.3. **Notices.** Any notice, demand or other communication which either Party may desire or may be required to give to the other Party shall be in writing, and shall be deemed given (a) if and when personally delivered, (b) on the next business day after being deposited with a recognized and reputable overnight carrier, or (c) on the 5 (fifth) business day after being sent by regular, registered or certified mail, postage prepaid, addressed to the intended recipient at its address set forth below, or to such other address as such intended recipient may have designated by notice furnished in accordance herewith.

13.4. **Waiver.** No consent or waiver, express or implied, by a Party with respect to any breach by the other Party in the performance or observance of any term or condition of this Agreement operates as a consent or waiver with respect to any other breach or continuing breach. Failure on the part of a Party to complain of any breach by the other Party in the performance or observance of any term or condition of this Agreement, irrespective of how long the breach continues, does not constitute a waiver of rights under this Agreement.

14. FINAL PROVISIONS

14.1. **Governing Law and Venue.** Except as expressly provided otherwise in the Master Services Agreement: (1) the validity, interpretation, enforceability, and performance of this Agreement shall be exclusively governed by and construed in accordance with the Polish law and (2) any and all disputes arising from or relating to the execution of this Agreement shall be settled amicably through good faith negotiations. If a dispute fails to be settled in a manner referred to in the preceding sentence within 30 (thirty) days of its occurrence, such a dispute shall be finally settled by the Polish ordinary court having jurisdiction over the seat of Redge Technologies.

14.2. **Severability.** If any part of this Agreement is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in full force and effect. If no enforceable provision can be substituted for any such invalid or unenforceable provision, then that provision will be deemed severable from the Agreement and will not affect the validity and enforceability of any remaining provisions in this Agreement.

14.3. **Relationship of the Parties.** Each Party to this Agreement shall be deemed to be an independent contractor of the other Party. Nothing contained herein or in any other writing shall imply any partnership, joint venture, or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever.

14.4. This Agreement shall come into effect between the Parties only upon execution of an applicable Master Services Agreement by both Parties.