

Devexa Terms of Use

Effective Date: August 19, 2024

The use of Devexa (as further described) is subject to these Terms of Use (the “Terms”) and the Order Form (as defined below) concluded between **Devexperts Solutions IE Limited** (“Devexperts”, “Provider”, “We”) and **the Customer** as designated in the applicable Order Form. In case of conflict, the Order Form will take precedence over these Terms of Use.

These Terms may be amended by Devexperts without notifying the Customer, the effective date on the top of the page indicates the date the changes take effect. By continuing using Devexa the Customer agrees with the Terms and updates to them.

As used in these Terms, "**Devexperts Solutions IE Limited**" means Devexperts Solutions IE Limited, registered at: Trinity House, Charleston Road, Ranelagh, Dublin 6, Ireland D06C8X4.

1. Definitions

The following terms shall have the meanings specified below:

Access means admission to the part of Devexa interface via credentials. Access terms may vary depending on whether it is provided to the Customer or Users.

Devexa is a software-as-a-service solution provided by Devexperts and operated by Customer. Its functionality may be found [here](#).

Channel means a messenger, an API, or a voice assistant operated directly by Customer or through the use of third-party services where Devexa may be integrated by the Customer in accordance with these Terms.

Content means any information that the Customer communicates to Users through Devexa and vice versa.

Intellectual Property Rights mean all intellectual and industrial property rights of any nature, anywhere in the world, including without limitation copyright, database rights, patents, design rights, registered designs, trade mark rights, service mark rights, domain name rights and topography rights, whether or not registered or capable of protection by registration and the right to apply for any of them including any applications for any of them.

Personal Data / Personal Information means personal data within the meaning of 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 (The General Data Protection Regulation – GDPR).

Platform means Customer’s desktop, mobile, or web trading platform which belongs to the Customer or is legally possessed and used by the Customer and through which Customer provides Customer’s services to Users.

Order Form means the ordering document that includes the specific conditions agreed upon between Devexpets and the Customer, including but not limited to price; Devexa functionality, start date, etc.

Services means the provision of the right to the Customer to have the Access to Devexa, support services for such Devexa, as well as any other services provided by Provider, in accordance with the terms and conditions in the applicable Order Form.

Customer’s services are services provided by Customer to Users through the Platform and/or Channel.

User is individual that is granted Access to the part of Devexa interface through the Platform or the applicable Channel via internet to get requested Customer’s services. The number of Users may be unlimited.

If any capitalized notions in these Terms are not defined above, they have the meaning given to them in the Order Form.

2. Usage of Devexa

- a. Under these Terms the Provider hereby solely grants the applicable Customer the non-exclusive, non-assignable, non-transferrable, fee-paying, worldwide, term-limited right for Access to Devexa interface and the Services receipt within the term of the applicable Order Form and in accordance with (i) the terms of the applicable Order Form, (ii) these Terms; (iii) instructions provided by the Provider (if any) (“Regulations”), (iv) all applicable laws, statutes, rules, and regulations.
- b. **Widget.** In case the Order Form determines that Customer has the right to incorporate Devexa as widget to the Platform, then the Provider will provide source code file of configurable Devexa widget enabling the Customer to integrate Devexa interface into its Platform on the terms specified in the applicable Order Form. Widget allows the Users to communicate with the Customer, receive Content and Customer’s services from the Customer.
- c. **Channels.** In case the Order Form determines that the Customer has the right to connect Devexa to the Channels agreed in the Order Form, after the Customer has created special token in the applicable Channel and shared it with the Provider, the Provider will connect Devexa to the agreed Channels. The Provider may render Services only in case of the Customer’s account validity and presence in the applicable Channel and such Channel functionality. For the avoidance of doubt, the Customer is responsible to create a necessary account in the applicable Channel to receive Services and to manage it. The applicable account management and the Channel rules compliance shall be the sole liability of the Customer.
- d. **Access level.** Devexa has different Access levels depending on the accessing one:
 - i. User’s Access is limited to Access to the interface of Devexa through Widget (if applicable) or through its own account in the applicable Channel to communicate with Devexa, the Customer or to receive the Content or the Customer’s services.
 - ii. Customer’s Access is limited to Access through the authorization procedure established by the Provider to the operating interface of Devexa which enables Customer to manage Customer’s services and Content provision to the Users and analysis thereof.
- e. The Customer acknowledges that the Provider has no delivery obligation and will not ship copies of the Devexa to the Customer as part of the Services. The Customer acknowledges and agrees that the Customer does not acquire any Devexa license in excess of Services scope.
- f. Devexa is hosted in the environment controlled by the Provider. The Provider has and will retain sole control over the operation, provision, maintenance, and management of the Devexa and Services, unless otherwise is explicitly stated in the Order Form.
- g. The Provider will
 - i. Use commercially reasonable efforts to make the Services, including standard support and update for Devexa, and Devexa available to the Customer and Users pursuant to these Terms. For the purpose of this section, “available” means the Services and Devexa are available for access and use by Customer and its Users over the Internet and operating in material accordance with the Order Form and the Terms;
 - ii. Provide the Services in accordance with laws and government regulations applicable to the provision of Devexa and Services, and subject to the Customer’s and User’s use of the Devexa and Services in accordance with the Order Form and the Terms.
- h. The Provider reserves the right, in its sole discretion, to make any changes to the Services and Devexa that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider’s services to its customers; (ii) the competitive strength of or market for Provider’s services; or (iii) the Services’ cost efficiency or performance; or (b) comply with applicable law. Without limiting the foregoing, either Party may, at any time during the term of the Order Form, request in writing changes to the Services, that enter into force only after mutual written agreement of the Parties unless otherwise is stated in the Order Form.
- i. All Content in Devexa shall be saved by Devexperts to improve Devexa functionality and Services provision. Such Content may also be anonymized to be further included in reports combining Users inquiries for statistical purpose.

3. Additional Services.

- a. If the Customer requests any additional services related to the development of user interface design, customization, modification and any other services regarding Devexa (the “Additional Services”), the Parties will negotiate their terms and conditions in one or more mutually agreed Additional Services Order Form. The Parties prior to the Provider’s performance of any Additional Services must execute the applicable Additional Services Order Form, which upon countersigning will be deemed a part of the applicable Order Form.
- b. The Provider agrees to provide the Additional Services in accordance with the Additional Services Order Form, including all applicable specifications, standards, requirements, exhibits, and proposals referenced, attached, or incorporated by reference into the Additional Services Order Form. The scope of Additional Services and the timeframe for their completion shall be agreed by the Parties in writing at the time of ordering the relevant Additional Services and execution of the appropriate Additional Services Order Form. Terms in an Additional Services Order Form have precedence over conflicting terms in the Order Form, but have applicability only to that particular Additional Services Order Form.
- c. Project of each Additional Services Order Form shall be supplied by the Customer to the Provider and the Provider will either (i) expressly accept the proposed project within 10 (ten) Business Days after its receipt or (ii) provide modified version. The Parties will use reasonable commercial efforts to negotiate all the terms and execute the appropriate Additional Services Order Form. The absence of a reply from a Party shall not be considered as acceptance of the proposed project.

4. Customer’s rights and obligations

- a. The Customer is entitled to provide Content as well as the Customer’s services to the Users through Devexa.
- b. The Customer shall use the Services only for lawful purpose authorised by the Order Form and Terms.
- c. The Provider admits that all Content, such as text, graphics, voice messages, logos, images, and other media, as well as the compilation thereof, is the property of the Customer or is legally possessed by them. The Customer agrees to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such Content and will not make any changes thereto.
- d. The Customer shall provide all necessary licenses and technical access to its Platform to the Provider to enable the latter to render Services.
- e. The Customer shall ensure that the Customer (its officers, employees, directors) and its Users use the Services and the Devexa solely for the purposes explicitly stated in the Order Form and these Terms and guarantees that neither the Customer (its officers, employees, directors) nor its Users do any of the following regarding the Services and Devexa:
 - i. Attempt to gain access to any software or information that has not been made available to the Customer. If such access is found, the Customer shall notify the Provider immediately
 - ii. Work around any technical limitations of the Services and Devexa;
 - iii. Share the Channel account with any third parties;
 - iv. Decompile or disassemble Devexa, separate into its component parts or in any way attempt to reverse engineer Devexa;
 - v. Remove any product identification trademark, copyright, confidentiality, proprietary or other notice, link, contained on or within Services and Devexa (except for white-labeling situations);
 - vi. Modify, create any derivative works or otherwise alter the Services and Devexa;
 - vii. Use the Services and Devexa in any way prohibited by these Terms, the Order Form, law, regulation, governmental order or decree;
 - viii. Use Services and Devexa to:
 1. defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 2. engage in activity that is false or misleading or that is harmful to the User, others (including children), or the Services and Devexa (e.g., transmitting viruses, communicating hate speech, or advocating violence against others);

- 3. share inappropriate content, advertising, spam, spyware or malware;
- 4. gain (or attempt to gain) unauthorized access to any service, data, account or network by any means.
- ix. Use Services and Devexa in any way not permitted explicitly in the Order Form, unless the Parties have previously agreed otherwise in writing;
- x. Knowingly permit or encourage any third party to do any of the foregoing.
- f. The Customer shall (and shall procure, if applicable, that its agents, employees, contractors and clients shall):
 - i. ensure that prior to providing any Content or assistance to the Customer's services to the Users the User acknowledges the [Devexa User Terms of Use](#) or any other documents that includes terms and conditions stated in the [Devexa User Terms of Use](#). Devexa has the applicable technical functionality to allow Users to agree to Devexa User Terms of Use per Customer's request;
 - ii. ensure that the Customer's employees, contractors and agents fully cooperate with, and make themselves available upon the Provider's reasonable request for phone discussions and meetings at the Customer's premises with the Provider and the Provider's employees, contractors, and agents;
 - iii. provide the Provider such reasonable information and assistance that will enable the Provider to carry out fully, accurately and promptly its obligations under the Order Form and the Terms to the best of its ability;
 - iv. be responsible for ensuring that in the event that the Customer relies upon third-party software used under open-source software licenses or other licenses and to the extent that the Provider needs to interact with such third-party software in order to provide the Services and Devexa under the Order Form and the Terms, the Customer must procure for the Provider the right to use such software, as it is necessary for the obligations fulfillment.
- g. The Customer solely bears responsibility for making separate arrangements for use of the specific services and/or software provided by third party providers and for Content or the Customer's services provision to the Users.

5. Proprietary Rights

- a. Devexa as an intellectual property item belongs to or is legally possessed by the Provider and is provided to the Customer under the provisions specified in the Section 2 of the Terms and the Order Form. Provider retains all ownership and Intellectual Property Rights to anything Access to which is granted under these Terms. The Customer acknowledges that the Provider owns or legally possesses all Intellectual Property Rights and other proprietary rights, including, without limitation, rights to file for patents for inventions, designs, processes (including any business process patents), formulas, copyrights, copyrightable works, logos, and all goodwill associated with the foregoing, trade secrets, financial information, technical information, data, software programming information, marketing strategies or any other Confidential and proprietary information and all other right, title and interest (including any renewals or extensions thereof, and the right to sue for past, present and future infringement thereof) in Devexa.
- b. The Customer shall have no rights, except as expressly specified hereunder, in and to any updates and upgrades to the Devexa, created by or on behalf of the Provider, all of which (and all Copyright and other Intellectual property rights therein) shall belong to the Provider. The Customer may not perform any other actions infringing the Provider's Intellectual Property Rights.
- c. Third party software or technology that might be used or referenced to be used along with Services or Devexa is governed by the terms of the separate third party provider's agreement.
- d. For the avoidance of doubt, these Terms and the Order Form do not restrict or deprive the Provider of any of its rights or proprietary interests in any materials, knowledge, processes, methodologies, formats or other types of intellectual property that are possessed and owned by the Provider prior to the time it begins to provide the Services under Order Form and independent of the performance of the Services hereunder.

- e. The Provider acknowledges that the Customer owns or legally possesses the Content. The conclusion of the Order Form and Services provision does not grant Provider access to such Content except for the maintenance of the Devexa and completeness of the Services as described in these Terms and the applicable Order Form.

6. Audit. Provider is entitled to perform reasonable control activities and audit Customer during the duration of the Order Form and for a period of one (1) year afterwards in order to ensure the compliance with the conditions of the Order Form on its own or by means of third parties. Customer shall make available all records of communication with the Users, equipment, information, and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Provider with respect to such audit. Provider shall only examine information directly related to Customer's use of the Devexa and Services. Provider can require any additional information as applicable and that is reasonably related to Customer's and User's use of Devexa and Services. All audits will be conducted during regular business hours and no more frequently than once in any 6 month period and in a manner that does not unreasonably interfere with Customer's business operations.

7. PROVIDER'S DISCLAIMER

a. SERVICES ARE PROVIDED "AS IS". PROVIDER DOES NOT GUARANTEE THAT DEVEXA AND SERVICES WILL BE ERROR-FREE OR WORK WITH NO INTERRUPTIONS, OR THAT PROVIDER WILL CORRECT ALL ERRORS. THE CUSTOMER ACKNOWLEDGES THAT THE PROVIDER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OR USE. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE PROVIDER IS NOT RESPONSIBLE FOR ANY DECISIONS MADE UPON THE SERVICES AND DEVEXA. THE PROVIDER IS ACTING SOLELY IN THE CAPACITY OF A SERVICE PROVIDER.

b. UNDER NO CIRCUMSTANCES WILL THE PROVIDER OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY LOSSES, INCLUDING BUT NO LIMITED TO INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, PLATFORM CONFIGURATION, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

8. Indemnification and Limitation of Liability

a. This Section sets forth Customer's sole remedies and Provider's sole liability under the Terms and the Order Form.

b. Subject to the terms and conditions of these Terms, including the limitations on liability set out below, the Provider agrees to indemnify, defend, and hold the Customer, its owners, officers, directors, employees and consultants harmless from and against any claims, liabilities, losses, damages, costs and expenses (including attorneys' fees and reasonable legal expenses) (collectively "Losses") harmless from any and all actions, claims, demands, liabilities and damages to the extent arising out of or in connection with any claim that Devexa infringes Intellectual Property Rights of any third party.

c. Customer shall indemnify, defend, and hold harmless Provider and its subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns

(each, a “Provider Indemnitee”) from and against any and all Losses incurred by such Provider Indemnitee resulting from any action by a third party (other than an Affiliate of a Provider Indemnitee) to the extent that such Losses arise out of or result from, or are alleged to arise out of or result from:

- i. its employees’ and User’s Personal Data processing by the Customer;
 - ii. Platform and Customer’s services provision to the Users and their use thereof;
 - iii. End-Users’ usage or inability to use the Services;
 - iv. any materials, Content, information transferred via Devexa (including any documents, data, specifications, software, content, or technology) provided by, on behalf of or upon request Customer or any User, including Provider’s compliance with any specifications or directions provided by or on behalf of Customer or any User to the extent prepared without any contribution by Provider;
 - v. Customer’s breach of any of its representations, warranties, covenants under the Terms;
 - vi. allegation of facts that, if true, would constitute Customer’s breach of any of its representations, warranties, covenants, or obligations under the Terms and the Order Form; or
 - vii. gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any User, or any third party on behalf of Customer or any User, in connection with Terms and the Order Form.
- d. If Devexa becomes or in the reasonable opinion is likely to become the subject of any claim or action against the Customer for actual or alleged infringement of the Intellectual Property Rights, the Provider shall use its best efforts to either:
- i. procure for the Customer the right to continue using the affected Devexa parts as contemplated hereunder;
 - ii. modify the affected Devexa part, provided that such modification does not adversely affect Customer’s use of Devexa and/or its functionality; or
 - iii. replace with the same quality, functionally suitable equivalent.

In such case, any of the abovementioned actions will be a sufficient remedy.

- e. Notwithstanding the abovementioned, the Provider shall not indemnify or hold harmless the Customer in any way for any claim based on:
- i. Content and Customer’s services provided by the Customer or the Personal Data provided by the Customer to Provider;
 - ii. access to or use of Devexa in combination with any hardware, system, software, network, or other materials or service not provided by Provider or specified for Customer’s use, unless otherwise expressly permitted by Provider in writing;
 - iii. any modification, alteration, incorporation/combination with any other software or part of it under the Customer’s sole discretion if in the absence of such a modification, alteration, combination or incorporation there would not have been infringement;
 - iv. ongoing use of any version of Devexa, with respect to which the Provider has provided a non-infringement update, repaired version or other applicable cure or improvement changes.
- f. The Parties shall be liable for any direct damages arising out of or relating to the performance or non-performance of their respective obligations under the Terms and the Order Form, except as deviated from under this Section.
- g. In no way shall the Provider be liable to the Customer nor to the User or any third party for the Content, the Platform or the Customer’s services or any part of it as the Provider acts solely as chatbot facilitator. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Content, the Platform or the Customer’s services, and sole responsibility for all Access by any User by any means controlled by Customer, including any: (i) Content provided by the Customer; (ii) results obtained from any use of Devexa, the Services or Content; and (iii) conclusions, decisions, or actions based on such use.
- h. Should any activities of the Provider be delayed due to the default of the Customer, including default in provision of the dependencies stated in the order Form, or third party vendors from the Customer’s side (including, but not limited to: lack of the access, information or approval) (collectively referred to as the “Customer’s delay”) and it can reasonably be determined that such a delay shall have an

impact on the Provider's performance of its obligations, it should be delayed proportionally to the Customer's delay without any penalty. The Provider shall in good faith co-operate with the Customer to define another timeframe to perform such activities. Notwithstanding anything to the contrary, the Provider shall be relieved of responsibility for performance of its duties to the extent the ability of the Provider to perform such duties is affected by the delay or other default of the Customer. For the avoidance of doubt, if Devexa is in production (the Access is provided to the End-Users), any Customer's delays as well as third party vendors integrations delays will not affect the Customer's obligation to pay the Subscription Fee as defined in the Order Form.

- i. Neither Party excludes or limits its liability for:
 - i. its fraud;
 - ii. death or personal injury caused by its material default;
 - iii. any other liability which cannot be excluded or limited by applicable law.
- j. The limitations of liability under this Section have effect in relation to any liability expressly provided for under these Terms and to any liability arising by reason of the invalidity or unenforceability of any term of these Terms.
- k. The Parties agree that the terms in this limitation of liability represent a reasonable allocation of risk; this section is essential element of the Terms. This liability applies whether alleged liability based on contract, negligence or bad faith of the Provider. In no event shall the liability of the Provider exceed the amount actually received by the Provider under the Order Form within the year preceding the applicable claim. The existence of one or more claims will not enlarge this limit

9. Fees and Payment Procedure

- a. In consideration for the provision of the Services and Devexa under the Order Form and these Terms, the Customer shall make payment (the "Subscription Fee") as specified in the Order Form.
- b. The Provider is entitled to change the rates of the Subscription Fee unilaterally with a written notice/notice via email of such change at least thirty (30) calendar days prior to the date at which the new rates become effective ("Change Rate Date"). If Customer does not agree to the change of the applicable rates, the Customer is entitled to terminate the Order Form without incurring any liability via providing the applicable written notice to the Provider before the Change Rate Date. If the Customer does not object in writing to the change of the rates before the Change Rate Date, the changed rates shall automatically take effect on the Change Rate Date.
- c. The Customer will only reimburse the Provider for pre-approved travel and incidental expenses; cloud-based and other computing services expenses incurred from time to time and associated taxes paid by the Provider (the "Reimbursable Expenses"). All other costs and expenses associated with the Provider's performance of the Services, including but not limited to telephone, printing and copying, postage, office supplies are the sole responsibility of the Provider, unless otherwise agreed by the Parties in writing.
- d. All amounts payable to Provider under the Order Form shall be paid by Customer to Provider in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law. All amounts payable by Customer under this Order Form are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

10. Suspension and termination

- a. The Provider may immediately suspend or terminate Devexa provision when it reasonably:
 - i. determines that continued provision of Devexa and Services will contravene any local, state, national or international law or regulation;
 - ii. determines that such action is necessary to prevent or protect against fraud, or otherwise protect Devexa and Services from abuse or degradation or to protect its personnel or other Users;

- iii. is unable to secure the necessary services, equipment, or facilities to continue to provide the Customer with Devexa and Services;
 - iv. has to act upon the internal regulations or request of the applicable third party providers including the messenger administration;
 - v. determines that Customer's or User's activities/omission violate the provisions of these Terms or usage procedure specified by the applicable messenger regulations
- b. The Provider is entitled to suspend Services provision or deny Customer's or any User's Access to or use of all or any part of the Services or Devexa, without incurring any resulting obligation or liability, if (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its good faith and reasonable sole discretion, that: (i) Customer or any User has breached the Order Form and the Terms; or (ii) Customer or any User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services. This Section does not limit any of Provider's other rights or remedies, whether at law, in equity, or under these terms and the Order of Law.
 - c. The Customer acknowledges that the Services provision is based on the Customer's Internet connectivity. If the Customer does not have it, the Provider will suspend the Services until the Customer's Internet connectivity is restored. For the avoidance of doubt, the Services suspension due to failure of Internet connectivity does not impact the Customer's payment obligation.

11. FORCE MAJEURE

- a. Neither Party shall be liable for any breach, hindrance or delay in performance of its obligations under these Terms, which is caused by circumstances beyond its reasonable control including without limitation Act of God, actions of third parties (including suppliers, governments or supra-national authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, national emergencies, terrorism, piracy, arrests, restraints or detainments of any competent authority, epidemic, earthquake or other natural disaster, failure or problems with public utility supplies (including without limitation electrical, telecoms or general Internet failure) ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen. Covid-19 pandemic is excluded from this clause unless it causes disability to work of the significant number of Parties' employees/subcontractors engaged in the Services and Devexa provision which shall be proved.
- b. Each of the Parties agrees to notify the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- c. The performance of each Party's obligations shall be suspended during the period that the circumstances persist and such Party shall be granted an extension of time for performance equal to the period of the delay.
- d. The Party subject to the Event of Force Majeure shall make its reasonable commercial efforts to cure such event or find appropriate replacements so as to be able to continue to perform its undertakings.
- e. Each Party shall bear its own costs incurred by the Event of Force Majeure.

12. Confidentiality

- a. Each Party may serve as either receiving party (the "Receiving Party") or disclosing party (the "Disclosing Party") depending on the situation. The Receiving Party means the Party that is receiving Confidential Information under the Order Form and these Terms. The Disclosing Party means the Party that is disclosing Confidential Information under the Order Form and these Terms.
- b. During the period of the Order Form and until the end of five (5) years from its expiration or termination for any reason, the Parties shall: (i) hold Confidential Information in strict confidence and protect Confidential Information in accordance with the applicable laws and, at least, to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information and not less than reasonable means; (ii) not make any use of Confidential Information, save for the purposes of the Order Form and these Terms; (iii) restrict disclosure of Confidential Information solely to employees on a need to know basis, and be responsible and liable for any breach of confidentiality by such employees; (iv) return to the Disclosing Party or destroy all Confidential Information on request;

- and (v) at the Disclosing Party's request, have such employees enter into similar confidentiality undertakings for the benefit of the Disclosing Party.
- c. The Receiving Party is entitled to disclose such Confidential Information pursuant to a court order or, if otherwise required by the applicable law, provided however that the Receiving Party provides to the disclosing Party prior written notice of such disclosure and a reasonable opportunity to contest such disclosure to the extent permitted by law.
 - d. The Receiving Party shall take all the necessary measures to ensure that its employees and the persons involved in performance of obligations of this Party are familiarized with confidentiality rules and with prohibition on disclosure of Confidential Information to third parties and are bound by the same.
 - e. The owner of Confidential Information may at its option require the other Party to delete promptly all Confidential Information from any computer disks, tapes or other material in its possession or under its control or promptly deliver up or destroy materials and tangible items in its possession or under its control, which contain any Confidential Information belonging to the Party requiring the action. The owner of Confidential Information may require the other Party to provide a written declaration, signed by an officer or other authorised individual stating that there has been full compliance with this clause.
 - f. The Parties agree that any breach of the Order Form and these Terms, including without limitation any actual or threatened disclosure of Confidential Information without the express prior written consent of the disclosing party, would cause irreparable injury to the Disclosing Party for which no adequate remedy at law exists; therefore, the Parties agree that in addition to all other remedies available to the Parties, equitable remedies, including without limitation unilateral injunctive relief and specific performance are appropriate remedies to redress any breach or threatened breach of the Order Form and these Terms by the Receiving Party, any of its representatives, or any other persons directly or indirectly acting for or on behalf of or with the Receiving party.
 - g. No Party shall be deemed to make any expressed or implied representation, warranty, assurance or guarantee with respect to any Confidential Information disclosed hereunder, including without limitation any representation or warranty of merchantability, fitness for any particular purpose, or non-infringement of intellectual property or other rights of third parties.
 - h. Each Party agrees not to disclose the terms, conditions or scope of the Order Form without the prior express written consent of the other Party, except the fact of execution of Order Form, including name, logo, trademark, trade name, or other marks of the Customer, which may be used by the Parties only for the advertising and marketing purposes.
 - i. The Parties admit that the Services provision may involve Personal Data in the meaning given by the User's applicable law. The Customer shall have all necessary User's consents to give them the Access and to provide them with Content. The Customer shall ensure that these consents includes Provider's, its Affiliates' and subcontractor's rights to gain access to such personal data and to save all communications via the Devexa with Users for the purpose of the Services provision. The Parties shall execute data processing agreement to regulate such data processing where the Customer is the controller and the Provider is the processor.

13. Warranties

- a. The Provider warrants that:
 - i. its employees, agents and subcontractors to the best of its knowledge have the necessary skill to provide the Services;
 - ii. the Services will be provided in a professional, competent and workmanlike manner and in good faith;
 - iii. all design methods, programming languages and software development tools that have been utilized are in compliance with good IT industry practices.
- b. The Customer represents, warrants, and covenants to Provider that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Platform and use of the third party providers Content so that, as received by Provider and processed in accordance with these Terms and the Order Form, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights and/or any privacy or other rights of any third party (End-User) or violate any applicable laws. The Customer represents, warrants and covenants that Customer's activity including, but not limited

in part connected to services provision to Users, is in compliance with all the applicable requirements of the legislation or the applicable regulatory authorities.

- c. Each Party represents and warrants to the other Party that:
 - i. it is duly organized, validly existing, and in good standing as a corporation or other entity under the applicable laws of the jurisdiction of its incorporation or other organization;
 - ii. it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under the Order Form and these Terms;
 - iii. the execution of the Order Form by its representative whose signature is set forth at the end of the Order Form has been duly authorized by all necessary corporate or organizational action of such party; and
 - iv. when executed and delivered by both Parties, the Order Form combined with these Terms will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- d. Warranties under the clauses 13 (a), 13 (c) above are exclusive warranties of the Provider and replace any other warranties

14. Notices

Any notice or other communication required or authorised to be given under the Order Form or these Terms shall be in writing, in English and may be served by personal delivery, or by pre-paid, or recorded delivery letter, or by courier, or by email addressed to the relevant Party at its address stated in the Order Form, or at such other address, as is notified by the relevant Party to the other for this purpose from time to time or at the address of the relevant Party last known to each other.

Any notice so given by post shall be deemed to have been served upon receipt of a mail delivery/courier notification confirming the delivery and any notice so given by email shall be deemed to have been served upon receipt of an email delivery acknowledged receipt, and in providing such service it shall be sufficient to prove that the letter was properly addressed and, as the case may be, posted as a prepaid or recorded delivery letter.

Any notice or other communication under the Order Form or these Terms, which is served by email or, shall be replaced by documents in writing within a reasonable time.

15. Governing Law and Dispute Resolution

These Terms and the Customer's use of Devexa or Devexperts Services are governed by English law.

In case of any dispute, controversy or claim (a "Dispute") arising out of or in connection with these Terms, including in relation to their performance, breach, termination or invalidity, User and Devexperts shall try to settle it by the means of negotiation. If negotiation doesn't lead to compromise and successful dispute resolution between the parties, Devexperts and User acknowledge the exclusive jurisdiction of LCIA (London Court of International Arbitration). The place of arbitration shall be in London at LCIA. All disputes arising out of or in connection with these Terms shall be finally settled under LCIA Arbitration Rules. The terms of the LCIA Arbitration Rules are considered as incorporated in these Terms. The arbitration court decision is considered as final and shall not be subject of appeal. The number of arbitrators is 1 designed by joint decision of the parties. The language to be used in the arbitral proceedings shall be English.

16. Entire Agreement

These Terms (together with the Order Form and the DPA) constitute the entire agreement between the Customer and Devexperts and governs the Customer use of Devexa and Devexperts Services, superseding any prior agreements between the Customer and Devexperts (including, but not limited to, any prior versions of these Terms).

17. Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.