**ANNEX 4**

**GENERAL SUPPORT SERVICES TERMS AND CONDITIONS**

**PREAMBLE**

These General Support Services Terms and Conditions are a policy governing the terms and conditions under which Support Services are provided by Creditinfo to the Customer and license of Products under the Agreement. Except as otherwise stipulated under these Support Services Terms, these Support Services Terms are subject to the terms and conditions of the Agreement and form an integral part of the Agreement. By installing and/or using Creditinfo Products and/or Support Services, the Customer confirms that it has duly read, understood, and agrees with the Support Services Terms. Terms not otherwise defined under these Support Services Terms shall have the meaning given to them and defined in the Agreement.

1. **Definitions**

The below mentioned terms used herein and starting with capital letter shall have the below established content and meaning:

**"Affiliate/s"** is an entity that: (a) is majority-owned or controlled by either of the Parties, or (b)owns the majority of and/or controls either of the Parties. "Control" or "controlled" means the right to control and direct the management and operations of the entity, whether by majority ownership, contract or the ability to appoint a majority of directors;

"**Agreement**" is a license and support services agreement between Creditinfo and the Customer, and any and all annexes thereto, including a Statement of Work, Order Form, the License Terms, the Support Services Terms and Processing Terms, as amended from time to time;

**"Business Day"** means any usual working day from Monday to Friday. Business Day does not include national holidays falling on the Business Day;

**"Business Rule**" is a Boolean expression including Boolean conjunctions (AND, OR, NOT). Example of business rule with one Boolean conjunction is string: "Application rejected, if the applicant is younger than 21 (AND) older than 60.";

"**Calendar Quarter**" is the three-month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year;

**"Consulting Hour"** means any common, even partial (60 mins.) of work of one Creditinfo's employee during Business Days;

**"Customization"** means, if applicable, modification of the Software within an applicable Statement of Work, and as may further be agreed by the Parties;

"**Data Migration**" means, if applicable, the process of transferring data specified by the Customer between its source (e.g. data storage systems, data formats or computer systems) and destination, as further may be stipulated, if applicable, in an applicable Statement of Work;

**"Designated Contact"** is a natural person entitled by the Customer to submit requests for resolution of Incidents and accept Services;

"**Documentation**" means, if applicable, technical publications relating to use of the Software, such as reference, installation, administrative, maintenance, and programmer manuals, provided by Creditinfo to the Customer, all of which may be described, if applicable, in an applicable Statement of Work;

"**Effective Date**" is the date of the Agreement or the date of any amendment hereto, as applicable;

**"Equipment"** means, if applicable, the hardware and software infrastructure as may be set out, if applicable, in an applicable Statement of Work, on which the Software may be set to function;

**"Fees"** are the fees stated in the Agreement or any applicable Order Form;

**"Hours of Operation"** means 9 a.m. to 5 p.m on Business Day (Time zone: Prague, Czech Republic);

**"ICT"** means the Customer's Information and Communication Technologies;

**"Incident"** is an error, question, or other issue related to the Software for which the Customer needs Support Services;

"**Installation**" means, if applicable, the installation of the Software on the Customer's servers and Equipment, as may be set out, if applicable, in an applicable Statement of Work;

"**Intellectual Property Right**" is any patent, patent application, copyright, moral right, trade name, trademark, service mark, trade secret, and any applications or right to apply for registration therefor, internet domain names, logos, designs, slogans, and general intangibles of like nature, computer software programs or applications, tangible or intangible proprietary information, know-how, proprietary processes, formulae, algorithms, or any other intellectual property right, whether registered or unregistered, and whether first created before or after the Effective Date;

**"Milestone/s"** means, if applicable, the milestone/s, as may be set out, if applicable, in an applicable Statement of Work;

**"Patch"** is an irregular update of the actual Software version removing defects and non-functional items keeping compatibility with legacy versions. Usually distributed by email including installation instructions and list of defects resolved;

**"Phase/s"** means, if applicable, the phase/s of Work as may be specified, if applicable, in the applicable Statement of Work;

**"Response"** is Creditinfo's employees' activities on site or within remote management while solving an Incident. The Response starts by commencement of work to resolve the Incident, and ends by resolution of the respective Incident;

**"ServiceDesk App"** is Creditinfo's online support website currently available at https://servicedesk.creditinfosolutions.com;

"**Software**" is Creditinfo software program(s) in source code or object code format, for which the Customer purchases a License in accordance with the Agreement, as further set forth in an annex thereto, including Updates;

"**Update**" is any type of error correction which Creditinfo elects to make generally available to its customers who have an agreement with Creditinfo in place for the provision of support services for no additional fee. Updates do not include new or separate products which Creditinfo usually offers only for an additional fee;

**"Upgrade"** means a complete new version of the Software or new module of the Software including, in particular, changes and news arising from the Software features development and technological development;

**"Working Hour"** means 60 minutes during Hours of Operation.

2. **General**

2.1 Subject to the terms and conditions of the Agreement and the License Terms and these Support Services Terms as well as Customer's fulfilment of all of its obligations under the Agreement (including without limitation payment to Creditinfo of all applicable Fees), Creditinfo will provide Customer with the Support Services set out in any applicable Order Form and/or Statement of Work. Any support services not expressly stipulated in any applicable Order Form and/or Statement of Work are out of scope and not included in the Support Services.

2.2 The Customer agrees and acknowledges that Creditinfo provides the Support Services only for the latest Upgrade of the Software. If Creditinfo issues an Upgrade of the Software used by the Customer, the Customer is not entitled to any Support Services for the older version of the Software, and Creditinfo is not obliged to provide the Customer with any Support Services for that older version of the Software, and not until the Customer installs the new Upgrade or purchases, if applicable, the latest Upgraded Software version. Customer's failure to Upgrade or purchase the latest Upgraded Software version shall not in any way affect Creditinfo's right to any Fees that have already been paid by Customer and Customer is not entitled to refund of any such paid Fees.

3. **Performance by Affiliates**

3.1 The Customer recognizes that Creditinfo may perform some or all of its obligations under the Agreement, including, but not limited to, any Services to be provided under any applicable Order Form and/or Statement of Work through its Affiliates, however, Creditinfo shall remain fully responsible for all obligations hereunder and be the guarantor of any performance by its Affiliates and shall cause its Affiliates to comply with the provisions of this Agreement and applicable law in connection with such performance. For the avoidance of doubt Creditinfo and Creditinfo Affiliates shall not be responsible for any actions, changes, modifications or adaptations made by the Customer (or anyone on behalf of the Customer) to the Services, including but not limited to, recalculations or reformatting of data.

4. **Designated Contacts**

4.1 Services are only provided to Customer's designated contacts ("**Customer's Designated Contacts**"). Any and all Customer's Designated Contacts shall be trained for Software use and shall be available and have means for Incident resolution in cooperation with Creditinfo's Service workers. Only Customer's Designated Contacts are entitled to submit requests for Incident resolution or additional development through ServiceDesk App. List of Customer's Designated Contacts is stipulated in any applicable Order Form.

5. **Documentation**

5.1 If the Parties have specifically agreed and the Statement of Work so stipulates, Creditinfo shall provide Customer with the Documentation, as set out in the applicable Statement of Work.

6. **Installation**

6.1 If the Parties have specifically agreed and the Statement of Work stipulates that delivery of any Creditinfo Product is subject to installation, Creditinfo shall carry out the Installation of the Software, as set out in the applicable Statement of Work.

7. **Training**

7.1 If the Parties have specifically agreed and the Statement of Work so stipulates, Creditinfo shall provide, business, functional and technical training to Customer's representatives and personnel in a location, manner and scope, as set out in the applicable Statement of Work.

8. **Customization**

8.1 If the Parties have specifically agreed and the Agreement stipulates that delivery of any Creditinfo Product shall be in Phases, the provisions in clauses 8.2 and 8.3 shall apply to provision of such services.

8.2 The Software shall be delivered in its standard parametrization. During the Phases, Creditinfo shall provide Customization according to the agreed list of Customer's priorities ("**Customer's List of Priorities**") and the applicable Statement of Work.

8.3 The Customer's List of Priorities shall be agreed upon by the Parties no later than fifteen (15) days from the Effective Date. Until the Customer's List of Priorities is agreed to by both Parties, Creditinfo is not in delay with any Work to be carried out under the Agreement that requires such a Customer's List of Priorities.

**9 Data Migration**

9.1 If the Parties have specifically agreed and the Agreement stipulates that Creditinfo shall provide Data Migration, the provisions of clauses 9.2-9.7 shall apply to provision of such services.

9.2 Following respective Phases and Milestones, Creditinfo shall carry out the Data Migration, as set out in the applicable Statement of Work.

9.3 The Customer is solely responsible to make security backup to all data subject to the Data Migration. Creditinfo shall not be responsible for any damage or loss caused by the Customer's failure to assure the backup.

9.4 Upon the Parties' further agreement, which shall cover the details of Data Migration, particularly the scope of the data, its unequivocal specification and its source and destination, Creditinfo shall perform the Data Migration. After Creditinfo migrates the data, it shall notify the Customer. Upon sending of such notification, the Data Migration is deemed duly performed.

9.5 Creditinfo does not guarantee the integrity of migrated data.

9.6 Data is deemed duly migrated even though the data are not located in the destination due to the technical or any other difficulties, that have not been caused by Creditinfo, particularly due to the (i) configuration, settings, or physical location differences between data source and its destination; (ii) the Customer's dependency on third parties software, hardware, equipment or services; (iii) large volume of migrated data; (iv) limited or restricted access to third parties software, hardware, equipment or services; (v) accessibility issues or incompatibility between the data source and the data destination; (vi) other unforeseen delay or unique technical requirements.

9.7 The Customer is obliged to provide Creditinfo with all necessary cooperation to perform the Data Migration, particularly to ensure access to respective premises, data sources and destinations, infrastructure, and any necessary software, hardware, equipment or services, even if they are located at the third parties. The Customer is further obliged, upon Creditinfo's request, to ensure

presence of Customer's employees, representatives or other responsible persons, capable of providing all necessary information and cooperation.

**10 Software Incidents Solution**

10.1 If the Customer experiences an Incident, it can use the Services for its resolution. The Customer undertakes to report Software Incidents by input of request for Incident resolution into ServiceDesk App. Creditinfo shall resolve Incident reported during Hours of Operation using remote access or, in the case of need for Incident resolution, at the Customer's site.

10.2 Each request for Incident resolution is assigned a registration number. During input of the request into ServiceDesk App, the Customer shall establish the Incident category pursuant to below defined Incident gravities.

10.3 Software issues categories:

(a) **Incident - Category I.** - operational issue making the use of Software impossible; i.e. causing "freezing" or "failover" of system during normal use, causes loss or damage of data during normal use of Software, causes Software inoperability and there is no procedure for another issue solution and such situation cannot be avoided by using normal procedures falling into competence of Customer's system administrator.

(b) **Incident - Category II.** - operational issue limiting Software use, i.e. it causes significant issues while use, however, this can be resolved by temporary replacement procedure, or it causes that part of the Software significantly deviates from documentation specification, however operability is not materially limited.

(c) **Incident - Category III.** - operational issue making procedures more complicated while using the Software, i.e. there are discrepancies in control or outputs from behavior described in documentation; or cases not listed in previous categories.

(d) **Testing environment issue** - Incident in testing environment.

10.4 Creditinfo may change category of one level downwards and shall inform the Customer about such change. If the Customer does not agree with the change of category, the mutual decision of Escalation level 2 representatives of the Customer and Creditinfo, as set out in the applicable Order Form, shall be final.

10.5 The following Service Level Agreements ("**SLA**" or "**SLAs**") shall apply to all Customer requests for Incident resolution that Creditinfo accepts as being Cat. I., II. or III. and which fulfill the prerequisites specified in clause 10.2 above. Creditinfo undertakes to accept request for Incident resolution within the relevant Response Time and resolve the Incident in within the following time periods:

| **Incident Category** | **Response Time** * (as of request input) | **Resolution Time*** (as of request acceptance) |
|---|---|---|
| **Incident Category I.** – | within 4 Working Hours | within **16** Working Hours |
| **Incident Category II.** – | within 8 Working Hours | within **32** Working Hours |
| **Incident Category III.** – | within 16 Working Hours | within **96** Working Hours |

* Time period shall be suspended for the time of provision of Customer's cooperation

Such SLAs shall commence in the first full Calendar Quarter following the Effective Date.

10.6 **Incident Resolution.** An Incident is considered to be resolved upon the earliest to occur of the following: (i) Creditinfo and the Customer mutually agree in writing (including via e-mail) that the issue or problem is resolved; (ii) Creditinfo has provided the Customer with an Update; (iii) Creditinfo is able to provide a reasonable and mutually acceptable technical work-around solution; (iv) any of the Customer's Designated Contacts' requests that Creditinfo closes the request for Incident resolution; or (v) the request for Incident resolution has been left open for ten (10) consecutive Business Days, during which period Creditinfo has not received a response from any of the Customer's Designated Contacts. In the case the Incident was caused by item provided by a third party contractor of Creditinfo, Incident resolution shall be transferred to such third person - provider of defective item (e.g., Microsoft, RDBMS [relational database management system] provider, hardware, etc.). In such cases the Response Time extends by the time necessary for Incident resolution by the third party contractor.

10.7 The relevant Response Time stipulated in clause 10.4 above shall commence as of the reporting, i.e. submittal of request for Incident resolution into ServiceDesk App, conditional upon such a submission being made during Creditinfo's Hours of Operation. If the submission of the request is made outside of Creditinfo's Hours of Operation, it is assumed that such submission was made at the beginning of Hours of Operation of the next following Business Day.

10.8 As of the moment of submission of request for Incident resolution up until the moment of its actual resolution, the Customer's Designated Contact may, at his/her own discretion or based on Creditinfo's proposal, change the reported Incident category, however only downwards (i.e. from I to II, from II to III, etc.). Change of Incident category shall be marked immediately by the Designated Contact in the original request in ServiceDesk App. The relevant Response Time shall commence as of the moment when the Customer submits the original request for Incident resolution stipulating the higher category.

10.9 Creditinfo shall resolve reported Incidents based on priorities mutually agreed by the Customer's Designated Contact and Creditinfo, and within the relevant Response Times.

10.10 Creditinfo bears no liability for any late provision or non-provision of resolution based on these Support Terms if it is caused by the Customer's insufficient cooperation or circumstances excluding liability.

**11 Parties' Cooperation**

11.1 The Parties shall inform each other immediately of any facts important for the performance of these Support Services Terms.

11.2 Creditinfo shall inform the Customer in writing (e.g.,, in installation manual, Software documentation, etc.) which environment version corresponding to actual system requirements declared for the respective Software release shall be ensured by the Customer, i.e., how the Customer shall ensure the development (Upgrade, Service Packs implementations, etc.) of the Microsoft Windows OS and other products connected with the Software. If the above mentioned requirements of Creditinfo are not met, Creditinfo cannot guarantee full operability and usability of actual Software releases.

11.3 The Customer undertakes to inform Creditinfo of any ICT changes which may put operability of the Software in jeopardy well in advance (at least ten (10) Business Days), and based on Creditinfo's request the Customer shall provide for integration tests for the new ICT environment.

11.4 Planned Downtimes. In order to keep the Software performance on the limits defined in these Support Terms, following planned maintenance downtimes can be scheduled: i) Weekly maintenance: two (2) hours down-time between 22:30-00:30 at Creditinfo's local time can be required for maintenance of the Software. During this period the Software can be off-line; ii) Daily maintenance: is done only when required and upon agreement with the Customer.

**12 Service Level Credit**

12.1 The Customer agrees and acknowledges that Creditinfo shall be deemed to have met its obligations pursuant to the SLAs stipulated herein by reacting within the relevant Response Times in eighty per cent (80%) of aggregate requests for Incidents classified as Category I and, by reacting within the relevant Resolution Times in eighty per cent (80%) of aggregate requests for Incidents classified as Category II and Category III submitted by Customer within a Calendar Quarter. In the event Customer submits less than ten (10) requests for Incident resolution in a Calendar Quarter, Customer agrees and acknowledges that Creditinfo shall be deemed to have met its obligations pursuant to the SLAs stipulated herein if Creditinfo has not exceeded the relevant Response Times for Category I Incident and, Resolution Times for Category II and III Incidents, in resolving more than one (1) request for Incident resolution during that Calendar Quarter.

12.2 Subject to clause 12.1, in the event Creditinfo does not meet the relevant Response Times (for Cat I Incidents ) or Resolution Times (for Cat II and, Cat III Incidents) for the SLAs (each a "**Failure**"), the following rules and procedures shall apply: (i) the Customer shall inform Creditinfo in writing of any alleged Failure; (ii) Creditinfo shall investigate any such claims and provide a written report proving or disproving the accuracy of the Customer's claim; (iii) the Customer shall provide reasonable assistance to Creditinfo in its efforts to correct any problems or processes inhibiting Creditinfo's ability to reach the relevant Response Times; (iv) subject to this clause 12, if based on the report, a Failure is proved, Creditinfo shall apply a Service Level Credit ("**SLC**") to the Customer's next Services Fee invoice equal to one quarter percent (0.25%) of the Customer's Support Services Fee for the applicable Calendar Quarter for each Failure reported and proved, subject to a maximum SLC cap per Calendar Quarter of five percent (5%) of the Customer's Support Services Fee for such Calendar Quarter. The Customer bears the responsibility of notifying Creditinfo of any SLCs within thirty (30) days after the end of a Calendar Quarter in which a Failure occurs. No penalties will be paid unless notice of the Customer's well-founded claim for SLC(s) is received by Creditinfo in writing. The Customer agrees and acknowledges that the SLC stated in this clause 12 is the Customer's sole and exclusive remedy with respect to any alleged or actual Failure.

12.3 Notwithstanding the foregoing, in the event of a Failure subject to clauses 12.1 and 12.2, Customer may waive the application of penalties at any time and at its sole discretion.

**13 Fees and Payment Terms**

13.1 The Customer agrees to pay to Creditinfo the Service Fees in the amounts and at the times set forth in the Agreement. Except as otherwise provided in these Service Terms, all Service Fees shall be non-refundable. Except as otherwise provided in the Agreement, all Service Fees shall be due on the Effective Date and paid by the Customer in Euros within fourteen (14) days from the date of invoice. This day is considered the date of the taxable event. Any amounts payable by the Customer hereunder that remain unpaid after the due date shall be subject to default interest equal to the higher of one-and-a-half per cent (1.5%) per month or the maximum legal interest rate, which interest will accrue from the due date for payment until the date of actual receipt by Creditinfo of the amount in cleared funds.

13.2 The Service Fees do not cover or include, and the Customer agrees and acknowledges to separately reimburse Creditinfo for, all out-of-pocket expenses incurred by Creditinfo arising out of or connected with the Services including: (i) travel expenses including airfare and car rental and travel time in excess of four (4) hours per week; (ii) living expenses including hotels; (iii) meal expenses including breakfast, lunch, and dinner; (iv) translation and/or interpretation services; and, (v) materials costs. These Expenses are in addition to and may be invoiced separately from the Fees set forth in the Agreement or any applicable Order Form.

13.3 All Service Fees payable under the Agreement are exclusive of tax. The Customer shall pay any taxes, including sales, use, personal property, value-added, withholding, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to all transactions under this Agreement, including penalties and interest, and indemnify Creditinfo against any such taxes which may be levied directly upon Creditinfo and reimburse to Creditinfo any such amounts which may be payable directly by Creditinfo under applicable laws. Such taxes shall be paid by the Customer at the same time as any other amount payable under the invoice, and in any event shall be paid by the Customer within fourteen (14) days from the date of invoice or other notification, or from the date of payment by Creditinfo in case of reimbursement by the Customer. Upon reasonable request of Creditinfo to assist Creditinfo in obtaining tax credits or deductions, the Customer shall provide to Creditinfo original or certified copies of all tax payments or other evidence of payment of taxes by the Customer with respect to transactions or payments under this Agreement. The Customer shall take all reasonable actions requested by Creditinfo that will assist Creditinfo in reducing its tax liability with respect to transactions under this Agreement, which actions include, but are not limited to, applying on its own or on Creditinfo's behalf for reduced withholding rates, concessionary tax rates or other favourable tax treatment. Without prejudice to Creditinfo's any other rights or remedies under this Agreement or at law or in tort, any failure to pay any uncontested invoice within the aforementioned timeframes shall permit Creditinfo to terminate or suspend its performance under this Agreement upon a prior written notice of at least ten (10) days in advance of such suspension. All invoiced amounts shall remain due and payable by the Customer.

13.4 Without prejudice to Creditinfo's any other rights or remedies under the Agreement or at law or in tort, any failure to pay any uncontested invoice within the aforementioned timeframes shall permit Creditinfo to terminate or suspend its performance under the Agreement upon a prior written notice of at least ten (10) days in advance of such suspension. All invoiced amounts shall remain due and payable by the Customer.

13.5 The Customer agrees and acknowledges that Creditinfo prices

may change from time to time and acknowledges that Creditinfo shall have the right, exercisable from time to time, at Creditinfo´s sole discretion, to change prices upon thirty (30) days written notice (which may be given in an invoice). New prices will apply immediately to all orders made after such notice period. The Customer's payment of changed invoices after the notice period shall constitute acceptance.

**14 Limitation of Liability**

14.1 Nothing in these Service Terms shall exclude or limit either Party's liability for (i) death or personal injury caused by negligence, (ii) wilful misconduct (iii) fraud or fraudulent misrepresentation, (iv) damages resulting from unauthorised use or disclosure of confidential information, (v) Creditinfo's right to collect unpaid fees hereunder, or (vi) any other liability which cannot be excluded or limited by applicable law.

14.2 Subject to clause 14.1 above, the aggregate liability of Creditinfo (or Creditinfo's Third Party System providers) to the Customer in connection with the Support Services, shall not exceed an amount of damages exceeding the Service Fees paid by the Customer in the twelve (12) month period preceding the date of the incident giving rise to such liability.

14.3 Notwithstanding anything to the contrary in clauses 14.1 and 14.2 above, neither Creditinfo nor any of its Affiliates shall be liable to the Customer for any loss, liability, damage or expense arising out of or in connection with the performance of any License or Support Services contemplated by the Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the wilful misconduct of such person. In no event will Creditinfo or any of its Affiliates be liable to the Customer for special, indirect, punitive or consequential damages, including, without limitation, loss of profits or lost business, even if Creditinfo has been advised of the possibility of such damages.

**15 Revision of the Support Services Terms**

15.1 Creditinfo may revise these Support Services Terms from time to time. Any changes made will not be retroactive and the most current version of the Support Services Terms, which will be available at www.creditinfo.com, and will govern the relationship between Creditinfo and the Customer. Creditinfo will within reason, use reasonable efforts to notify Customer of material revisions. Customer is aware and agrees that this version of the Support Services Terms is attached to the Agreement for reference only and that the latest version of the Support Service Terms will govern the relationship between the Parties and is at all times available on Creditinfo´s webpage. By continuing to access or use Creditinfo Products and/or Support Services the Customer agrees to be bound by any such revised Support Services Terms.