

PEOPLET – TERMS OF USE

Version 1.0 (Draft)

Last updated: [dd/mm/yyyy]

1. Scope of Application and Subject Matter

1.1. These Terms of Use (the “Terms”) govern the provision and use of the software-as-a-service solution “Peoplet”, an application designed for organizational network analysis, visualization of organizational relationships, and related analytical insights (the “Software”), provided by Peoplet j. d. o. o., with its registered office at Lindar 176, Lindar, Republic of Croatia (the “Provider”).

1.2. Peoplet is offered exclusively on a business-to-business (B2B) basis. These Terms apply solely to legal entities and natural persons acting in the course of their trade, business or profession (each a “Customer”). Use of the Software by consumers within the meaning of applicable consumer protection laws is expressly excluded.

1.3. These Terms govern only the primary use of the Software as a SaaS solution for the Customer’s internal organizational purposes. Any secondary use, aggregation, pseudonymization, anonymization, statistical analysis, benchmarking, research, commercial exploitation, or other use of data beyond the primary provision of the Software is not covered by these Terms and may only be carried out on the basis of separate agreements, where applicable, and subject to compliance with applicable law.

1.4. These Terms apply exclusively. Deviating, conflicting or supplementary terms and conditions of the Customer shall not apply unless expressly agreed in writing by the Provider.

2. Definitions

For the purposes of these Terms:

2.1. Customer means the legal entity that concludes the Contract with the Provider and subscribes to the Software.

2.2. Superuser means the individual designated by the Customer who is authorized to administer the Customer’s workspace, manage access rights, and legally bind the Customer under these Terms.

2.3. User means any individual invited by the Customer or the Superuser to access and use the Software within the Customer’s organization.

2.4. Service means the provision of access to the Software in accordance with these Terms and the subscription plan selected by the Customer.

2.5. Contract means the legally binding agreement formed between the Provider and the Customer pursuant to these Terms.

2.6. Technical Documentation means the documentation made available by the Provider to the Customer in connection with the Software, including user guides, help materials, knowledge base articles and similar materials, as made available through the Software, the Provider's website or other designated channels, excluding marketing materials and non-binding descriptions.

3. Conclusion of Contract

3.1. To access the Service, the Customer must complete the registration process via the Provider's platform using the registration methods made available by the Provider.

3.2. During the registration process, the Customer is provided with appropriate technical means to identify, review and correct input errors before submitting the registration and accepting these Terms.

3.3. By accepting these Terms, the applicable Privacy Policy and the Data Processing Agreement, and by submitting the completed registration, the Customer submits a binding offer to conclude a contract with the Provider under these Terms.

3.4. The Contract is concluded upon the Provider's acceptance of the Customer's offer, which occurs by:

- activation of the Customer's workspace, and/or
- confirmation of contract conclusion by electronic means (including automated confirmation e-mail),

without undue delay.

3.5. The Superuser warrants that they are duly authorized to represent and bind the Customer, that they accept these Terms on behalf of the Customer, and that all information provided during the registration process is accurate, complete and up to date.

4. Scope of Services

4.1. The Software is provided as a SaaS solution enabling organizational network analysis, visualization of relationships and related analytical functions within the Customer's organization.

4.2. The specific scope of the Service, including available functionalities, limitations and service levels, depends on the subscription plan selected by the Customer as described on the applicable pricing page.

4.3. The Provider may offer different subscription plans, including free or paid plans, and may adapt or modify plan features from time to time, provided that such changes do not materially impair the contractual purpose for existing Customers.

4.4. The Provider is not obliged to provide any services, features or functionalities beyond those expressly agreed under the selected subscription plan.

5. Use of the Software

5.1. The Customer may use the Software exclusively for its own internal organizational purposes, within the scope of its legitimate business activities, and strictly in accordance with these Terms, the applicable subscription plan and all applicable laws.

5.2. The Customer shall ensure that the Software is used only by authorized Users acting within the scope of their professional duties for the Customer. The Customer remains fully responsible for all acts and omissions of its Users as if such acts or omissions were its own.

5.3. The Customer is responsible for implementing and maintaining appropriate organizational and technical measures to prevent unauthorized access to the Software, including secure credential management, role-based access control and timely revocation of access rights.

5.4. The Customer shall ensure that all data, content and information entered into or processed through the Software:

- are accurate and up to date to the extent required for the intended use,
- comply with applicable law, including labor, employment and data protection law,
- do not infringe third-party rights, and
- are processed within the Customer's legal authority vis-à-vis its Users and any other data subjects.

5.5. The Customer shall not use the Software in a manner that could reasonably be considered unlawful, abusive, discriminatory, invasive of privacy or contrary to the legitimate interests or rights of Users or third parties.

5.6. The Provider shall process Customer data and content solely to the extent necessary to provide and operate the Software in accordance with the Contract and shall not determine the purposes or essential means of such processing.

5.7. The Provider reserves the right to temporarily suspend or restrict access to the Software, in whole or in part, where reasonably necessary to:

- ensure the security or integrity of the Software,
- prevent or investigate suspected misuse or violation of these Terms, or
- comply with legal or regulatory obligations.

Such suspension shall not constitute a breach of the Contract, provided it is proportionate and lifted without undue delay.

5.8. Unless expressly agreed otherwise in writing, the Provider has no obligation to monitor the Customer's use of the Software or the data processed therein.

6. Data Protection and Processing Roles

6.1. For all processing of personal data carried out in the course of the primary provision and use of the Software, the Customer acts as the data controller and the Provider acts as the data processor within the meaning of Regulation (EU) 2016/679 (GDPR).

6.2. The Parties conclude a separate Data Processing Agreement (DPA) pursuant to Article 28 GDPR as part of the registration process. The DPA exclusively governs the processing of personal data carried out by the Provider on behalf of the Customer in the context of the primary SaaS service.

6.3. The Provider does not independently determine the purposes or essential means of processing personal data within the scope of these Terms and shall process such data solely on documented instructions of the Customer, as set out in the DPA.

6.4. These Terms do not constitute and shall not be construed as a legal basis for any secondary, independent or autonomous processing of personal data by the Provider, including but not limited to aggregation, pseudonymization, anonymization, statistical analysis, benchmarking, research or commercial reuse.

6.5. Any processing activity whereby the Provider would act as an independent data controller requires:

- a separate and explicit contractual arrangement,
- identification of an appropriate legal basis under GDPR, and
- full compliance with all applicable data protection obligations.

Such processing cannot be derived from these Terms, the DPA, or the Customer's acceptance thereof.

6.6. In the absence of such separate arrangements, the Provider shall not use personal data processed within the Software for its own purposes.

7. Availability and Maintenance

7.1. The Provider shall make the Software available to the Customer in accordance with the service level associated with the subscription plan selected by the Customer.

7.2. Availability means that the Customer is able to access and use the core functionalities of the Software via the Provider's systems. Periods during which the Software is unavailable ("Downtime") shall be taken into account when calculating Availability.

7.3. Downtime shall not include periods during which the Software is unavailable due to:

- force majeure or circumstances beyond the Provider's reasonable control,
- failures or malfunctions of systems operated by the Customer or third parties,
- Internet or telecommunications disruptions outside the Provider's infrastructure, or
- scheduled maintenance, updates or technical improvements performed within reasonable limits.

7.4. The Provider is not responsible for establishing or maintaining the data connection between the Customer's IT systems and the Provider's infrastructure. The Customer is solely responsible for the technical prerequisites required to access the Software.

7.5. Temporary service interruptions do not constitute a defect, provided they remain within reasonable limits.

8. Updates and Changes to the Software

8.1. The Provider may continuously develop, update and modify the Software, including by introducing updates, upgrades, patches, bug fixes or new versions, where such changes are reasonably necessary to:

- comply with applicable law or regulatory requirements,
- address security, stability or performance issues, or
- improve performance, functionality or usability.

8.2. Changes that materially affect the contractual purpose of the Software and significantly alter the functionalities that formed the basis of the Contract at the time of its conclusion (a "Material Change") shall be communicated to the Customer in advance, where reasonably practicable.

8.3. A Material Change shall be deemed to exist only where the change constitutes a material breach of the Provider's contractual obligations, such that the continued use of the Software in accordance with the original contractual purpose becomes unreasonable for the Customer.

8.4. If a Material Change occurs within the meaning of Clause 8.3, the Customer shall have the right to terminate the Contract due to material breach, with effect from the date on which the Material Change becomes effective, without being required to provide an additional period for cure.

8.5. Changes that do not materially affect the contractual purpose, including minor functional adjustments, cosmetic changes, performance optimizations or technical improvements, shall not constitute a Material Change and do not entitle the Customer to terminate the Contract.

9. Fees and Payment

9.1. Fees and payment terms are determined by the subscription plan selected by the Customer.

9.2. All fees are exclusive of taxes, duties or similar charges, unless expressly stated otherwise.

9.3. The Customer shall pay all applicable fees in a timely manner in accordance with the agreed payment terms.

9.4. The Provider may adjust the subscription fees applicable to the next subscription period by notifying the Customer thereof in advance, no later than 30 days prior to the commencement of the next subscription period. The adjusted fees shall apply only upon renewal of the subscription period. If the Customer does not agree to the adjusted fees, the Customer may terminate the Contract with effect from the end of the then-current subscription period, in accordance with Article 14.

10. Warranty

10.1. The Provider warrants that, at the time the Software is first made available to the Customer, the Software substantially conforms to the agreed scope of Service as expressly defined in these Terms and the applicable subscription plan, when used in accordance with these Terms and the applicable Technical Documentation.

10.2. A material defect shall exist only if the Software deviates from the agreed scope of Service to such an extent that it materially impairs the contractual purpose of the Software.

10.3. The following shall not constitute material or legal defects:

- (a) minor deviations that do not materially impair the contractual purpose;
- (b) temporary interruptions of availability within the limits set out in Article 7 (Availability and Maintenance);
- (c) defects resulting from use of the Software contrary to these Terms, the documentation or recommended technical requirements;
- (d) defects resulting from Customer-side systems, configurations, integrations or third-party services;
- (e) defects caused by modifications or interventions not authorized by the Provider.

10.4. In the event of a duly notified material defect, the Provider shall, at its discretion and within a reasonable period, be entitled to remedy the defect or provide an alternative workaround that restores substantial conformity of the Software.

10.5. The Customer shall notify the Provider of any defects without undue delay after becoming aware of them and shall provide all information reasonably necessary to enable the Provider to assess and remedy the defect.

10.6. Except as expressly set out in this Article 10, all warranties, representations and guarantees, whether statutory or implied, are excluded to the maximum extent permitted

by applicable law, including, in particular, any implied warranties of merchantability, fitness for a particular purpose or uninterrupted or error-free operation.

11. Liability

11.1. The Provider shall be liable for damages only in cases of:

- (a) intent (willful misconduct);
- (b) gross negligence; or
- (c) breach of an essential contractual obligation, and in such case only for the typical and foreseeable damages arising from such breach.

11.2. An essential contractual obligation is an obligation the fulfilment of which is a prerequisite for the proper performance of the Contract and on the observance of which the Customer may reasonably rely.

11.3. In cases of breach of an essential contractual obligation due to ordinary negligence, the Provider's liability shall be limited to damages typical and foreseeable at the time of contract conclusion.

11.4. To the maximum extent permitted by applicable law, the Provider shall not be liable for:

- (a) indirect or consequential damages;
- (b) loss of profit, loss of business, loss of data, or business interruption;
- (c) purely economic losses;
- (d) damages arising from temporary unavailability of the Software within the limits set out in these Terms.

11.5. The limitations of liability set out in this Article 11 shall not apply to liability that cannot be excluded or limited under applicable law, including liability for intent, gross negligence or mandatory statutory liability.

11.6. Any contributory negligence on the part of the Customer or its Users shall be taken into account in accordance with applicable law.

12. Indemnification

12.1. The Customer shall indemnify and hold harmless the Provider from and against any third-party claims, damages, losses, fines and reasonable costs (including reasonable legal fees) to the extent arising out of:

- (a) the Customer's or its Users' unlawful or unauthorized use of the Software;
- (b) a breach of these Terms by the Customer or its Users; or
- (c) the infringement of third-party rights resulting from data, content or information provided by the Customer or processed on the Customer's instructions.

12.2. The indemnification obligation under Clause 12.1 shall not apply to the extent that the relevant claim, damage or loss:

- (a) arises from a material or legal defect of the Software for which the Provider is responsible under Article 10;
- (b) results from the Provider's breach of its obligations under these Terms; or
- (c) results from the Provider's willful misconduct or gross negligence.

12.3. The Customer's indemnification obligation shall be subject to the limitations of liability set out in Article 11, to the extent such limitations are applicable under mandatory law.

12.4. The Provider shall promptly inform the Customer of any third-party claim subject to indemnification and shall reasonably cooperate with the Customer in the defense of such claim. The Customer shall be entitled to assume control of the defense, provided that any settlement that affects the Provider's rights or obligations requires the Provider's prior written consent, not to be unreasonably withheld.

13. Intellectual Property Rights

13.1. The Software, including its source code, object code, architecture, databases, user interface, visual design, trademarks, logos, documentation and all related materials, constitutes protected intellectual property and is protected under applicable intellectual property laws. All intellectual property rights in and to the Software remain the exclusive property of the Provider or its licensors.

13.2. Subject to the Customer's compliance with these Terms and payment of all applicable fees, the Provider grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable and time-limited right to access and use the Software solely for the Customer's internal business purposes, for the contractual purpose and for the duration of the Contract.

13.3. Except as expressly permitted under these Terms or mandatory applicable law, the Customer shall not:

- (a) copy, reproduce, modify, adapt, translate or create derivative works of the Software;
- (b) decompile, reverse engineer or otherwise attempt to derive the source code of the Software;
- (c) make the Software available to third parties or use it for the benefit of third parties;
- (d) remove, obscure or alter any proprietary notices or identifiers; or
- (e) use the Software in any manner exceeding the scope of the license granted under Clause 13.2.

13.4. Any rights not expressly granted to the Customer under these Terms are expressly reserved by the Provider.

13.5. The Customer retains all rights to data, content and information provided by or on behalf of the Customer and processed through the Software. Nothing in these Terms shall be construed as transferring to the Provider any intellectual property rights in such data or content, except as strictly necessary for the provision of the Service in accordance with the Contract.

13.6. The Customer acknowledges that any analytical outputs, visualizations or results generated by the Software reflect the processing of Customer-provided data through the Software and do not result in any transfer of intellectual property rights in the Software itself to the Customer.

13.7. Mandatory statutory rights of the Customer under applicable intellectual property law, including rights relating to lawful use and interoperability of computer programs, remain unaffected.

13.8. Nothing in this Article 13, nor any license or right granted hereunder, shall be construed as granting the Provider any right to use Customer data, content, analytical outputs or results of the use of the Software for any purpose other than the provision of the Service under the Contract. Any secondary use, reuse, aggregation, anonymization, pseudonymization, statistical analysis, benchmarking, research or other exploitation of such data or outputs requires a separate and explicit contractual arrangement.

14. Term and Termination

14.1. The Contract shall remain in force for the period specified in the subscription plan selected by the Customer and, unless otherwise provided in the subscription plan, shall be tacitly extended for successive periods of the same duration, subject to any fee adjustments notified in accordance with Article 9.4 and the Customer's right to terminate the Contract prior to renewal if such adjustments are not accepted, and subject in all cases to termination in accordance with these Terms.

14.2. Ordinary termination by the Customer may be exercised in accordance with the termination provisions of the applicable subscription plan, provided that the Customer has complied with all payment obligations due up to and including the effective date of termination. Ordinary termination shall operate prospectively only (*ex nunc*), meaning that the Contract shall cease to have effect from the effective date of termination for future obligations and shall not affect performance already rendered prior to termination.

14.3. Either Party may terminate the Contract without notice and with immediate effect where the other Party has committed a material breach of these Terms that cannot be remedied, or where such breach relates to a fundamental contractual obligation and renders the continued performance of the Contract unreasonable in light of its original contractual purpose.

14.3.1. Without limiting the generality of Clause 14.3, a material breach by the Provider shall include, in particular:

- (a) failure to comply with obligations relating to a Material Change under Article 8, where such change materially affects the contractual purpose; or
- (b) persistent failure to provide the fundamental functionalities of the Software as agreed under the Contract.

14.3.2. Without limiting the generality of Clause 14.3, a material breach by the Customer shall include, in particular:

- (a) persistent non-payment of undisputed fees when due; or
- (b) flagrant or repeated violations of the Provider's intellectual property rights or confidentiality obligations.

14.4. Termination pursuant to Clause 14.3 shall be effected by written notice delivered to the other Party and shall take effect upon receipt of such notice, unless a later effective date is expressly specified therein.

14.4.1. Termination due to material breach shall operate *ex nunc*, unless otherwise expressly agreed by the Parties or required under applicable law.

14.5. Termination of the Contract for any reason shall not relieve the Customer of its obligation to pay all fees accrued and due up to the effective date of termination.

14.6. Upon termination or expiry of the Contract for any reason:

- (a) the Customer's right to use the Software shall cease immediately;
- (b) the Provider may disable the Customer's access to the Software without further notice; and
- (c) the Provider shall, upon the Customer's written request, provide the Customer with a copy of Customer data in a machine-readable format within a commercially reasonable period, subject to the Data Processing Agreement and settlement of any outstanding fees.

15. Confidentiality

15.1. Each Party shall keep confidential all confidential information obtained from the other Party in connection with the Contract and shall use such information solely for the purpose of performing the Contract.

15.2. Confidential information includes all information and documents of the other Party that are designated as confidential or that, by their nature or the circumstances of disclosure, ought reasonably to be regarded as confidential, including but not limited to business, organizational, technical, financial and analytical information, as well as information relating to the Software, its functionalities and the Customer's use thereof.

15.3. Confidential information shall not include information that the receiving Party can demonstrate:

- (a) was lawfully known to it prior to disclosure;
- (b) becomes publicly available without breach of the Contract; or
- (c) was lawfully obtained from a third party without restriction as to disclosure.

15.4. Each Party may disclose confidential information only to those employees, agents or contractors who have a legitimate need to know such information for the performance of the Contract, provided that such persons are bound by confidentiality obligations no less restrictive than those set out herein.

15.5. Confidentiality obligations shall not apply where disclosure is required by mandatory law or by a binding order of a court or competent authority, provided that, to the extent legally permissible, the disclosing Party informs the other Party in advance of such disclosure.

15.6. The confidentiality obligations under this Article shall apply for an unlimited period of time after termination or expiry of the Contract.

15.7. For the avoidance of doubt, nothing in this Article 15 shall be construed as granting any right to process personal data beyond what is expressly permitted under the Contract, the Data Processing Agreement or applicable data protection law. Confidentiality obligations do not constitute a legal basis for the processing of personal data.

16. Governing Law and Jurisdiction

16.1. These Terms and the Contract shall be governed by and construed in accordance with the laws of the Republic of Croatia, excluding its conflict-of-law rules.

16.2. The court in Pazin, Republic of Croatia, shall have exclusive jurisdiction, to the extent permitted by law.

16.3. Where such exclusive jurisdiction is not permitted, the competent court in the Republic of Croatia shall have jurisdiction.

17. Final Provisions

17.1. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid provision which most closely reflects the original intent of the Parties.

17.2. These Terms, together with the Privacy Policy, the Data Processing Agreement and any documents expressly referenced herein, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings or representations, whether written or oral. Any agreement governing secondary use, reuse or independent processing of data shall constitute a separate and independent agreement and shall not be deemed to amend or supersede these Terms unless expressly stated therein.

17.3. Any failure or delay by either Party to exercise any right or remedy under these Terms shall not constitute a waiver of such right or remedy, nor shall any single or partial exercise preclude any further exercise thereof.

17.4. The Customer may not assign or transfer the Contract or any rights or obligations hereunder without the prior written consent of the Provider. The Provider may assign the Contract to an affiliated entity or in connection with a merger, acquisition or transfer of all or substantially all of its business assets, upon notice to the Customer.

17.5. Any notices or other communications under these Terms shall be made in writing and may be delivered electronically, including by e-mail or through the Software, unless mandatory law requires a different form.

18.6. Headings are included for convenience only and shall not affect the interpretation of these Terms.