

## TERMS AND CONDITIONS FOR USE OF MARKET RESEARCH PRODUCTS

The present Terms and Conditions (the "T&Cs") govern the contractual relationship between Kalever Ltd, a limited liability company, established and operating pursuant to the Bulgarian legislation, registered at the Commercial Register at the Bulgarian Registry Agency with UIC 207100820 (the Supplier) and the Client regarding the use of market research products or provision of other related services (the "Services")

### I. DEFINITIONS AND INTERPRETATION

In these T&Cs, unless the context otherwise requires, the following definitions shall apply:

**Admin User** means the primary user account provided to the Client, capable of creating multiple user accounts.

**Agreement** means an accepted Proposal governed by these T&Cs.

**Background IP** means any Intellectual Property Rights other than the Client Content that arises or is obtained or developed by Supplier and/or third parties and which may be developed independently of the Services and includes, any of the following, whether created before, during or after the Agreement including without limitation: all techniques, models, processes, methods and systems, tools, methodologies and know-how, all databases, computer programs and software, formulae, algorithms and products, data files, research, analysis, used, created or developed in connection with the Supplier's performance of the Services, whether or not patentable or copyrightable.

**Change** means a change to the scope, timing or other substantial terms of the Services set out in the Proposal.

**Client** means the person or entity to which the Proposal for the Services has been issued by Supplier.

**Client Content** means all data and copyright material, including but not limited to the questionnaire, in any media or format, supplied by Client under the Proposal.

**Confidential Information** means all information relating to the intellectual property and business practices of either party including, without limitation: (i) information relating to research and development, methodologies, processes, know-how, specifications; and (ii) business plans, financial information, products, services, costs, sources of supply, strategic, advertising and marketing plans, customer lists, pricing methods, project and commercial proposals (including the Proposal, the Agreement and any information contained in those

documents or the correspondence between the parties), personnel, and business relationships.

**Effective Date** means the date of acceptance of the Proposal, unless otherwise agreed by the parties in writing.

**Fees** means the fees as set out in the applicable Proposal and in the currency specified therein.

**Force Majeure Event** means any acts, events, omissions or accidents beyond the party's reasonable control that has occurred after the signing the Agreement which makes the performance of any or all of the obligations of the party impossible and could not have been prevented, including but not limited to any of the following: disease, epidemic or pandemic, fire, flood, earthquake, storm or other natural disaster; war; terrorist attack, civil war, civil commotion or riots; fire, explosion or accidental damage; adverse weather conditions; industrial accidents; governmental prohibitions, embargoes; interruption or failure of utility service, including but not limited to electric power, gas or water; any labor dispute, including but not limited to strikes, industrial action or lockouts and other similar events of an insurmountable and unforeseeable nature, leading to non-performance by either of party or its subcontractors.

**Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how, tools and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**LOI** means the average length of interview to be completed by the respondents.

**Losses** means all losses, damages, liabilities, costs, expenses, fines, and penalties (including, without limitation, reasonable legal fees, and costs).

**Products** means the tools provided by Supplier, including but not limited to the Survey Creator and Track Entry.

**Proposal** means the document (including but not limited to an order form, work order, statement of work) or online order page provided by Supplier which sets out the Fees, timing and other substantial terms of the Services pursuant to the specifications provided by the Client.

**Services** means the provision of the use of the Products and any associated services performed by Supplier as described in the Proposal.

**Supplier** means Kalever Ltd.

**Survey** means survey research and analysis of the market for a particular product or service which includes getting feedback from respondents and completion by respondents of market research questionnaires.

**User** means any individual authorized by the Client to use the Products under the Client's account.

## II. PRODUCT INFORMATION AND LICENSING

### 1. Products Description

#### (i) Survey Creator:

- (1) Create Survey from Document: Converts uploaded Word questionnaires or parts of them into online surveys.
- (2) Smart Survey Generator: Generates surveys from client-entered prompts using AI technology.
- (3) Create Blank Survey: Allows clients to build surveys from scratch with customizable questions.
- (4) Editing and Exporting: Surveys can be edited within the platform and exported in human-readable formats (e.g., PDF) and programming codes (e.g., XML).
- (5) Importing Capabilities: Clients can import survey programming code (e.g., XML) into the platform for editing and exporting in different formats.

#### (ii) Track Entry:

- (1) Communication Management: Facilitates communication between stakeholders for project management.
- (2) Task Management: Serves as task management system in the form of task entries
- (3) File Storage and Transfer: Allows attachments and files to be stored and transferred within entries or live chat.
- (4) History Tracking: Stores the history of all entries for reference.

### 2. License Grant

- (i) Admin User Account: The Client receives an admin user account, with the ability to create multiple user accounts under the same admin account.
- (ii) License Type: A non-exclusive, non-transferable license to use the Products solely for the Client's market research projects.
- (iii) User Access Management: Admin users can limit specific functionalities for other users within their organization.

### 3. General Restrictions

- (i) Users must maintain the confidentiality of their account credentials and immediately notify the Supplier of any unauthorized access or breach.
- (ii) Prohibited activity is unauthorized access or use of the Products beyond the scope of the granted license.

### III. GENERAL PROVISIONS. CONTRACTING.

1. The Supplier grants use of one or more of the Products and / or other related services.
2. The Supplier provides the Client with a Proposal containing the pricing, timing and other substantial terms for use of the respective Product/s and / or other related services.
3. The Client shall accept the Proposal for it to become binding on the parties and Supplier to grant access to the Product/ for the purpose of its use by the Client and / or other related services
4. The Proposal issued to the Client by the Supplier may be withdrawn or varied at any time prior acceptance and unless otherwise specified shall be automatically withdrawn after 14 calendar days unless already accepted by the Client. It may be extended with Supplier's agreement.
5. Each accepted Proposal represents a separate Agreement to which the present T&Cs apply.
6. The present T&Cs apply to the issues which are not settled with the Agreement. In case of contradictions between the T&Cs and the Agreement or other individual arrangements, the Agreement shall prevail.
7. By accepting the Proposal or login into the Kalever Platform, the Client accepts the present T&Cs and their applicability to the contractual relations with the Supplier. Where the Proposal does not explicitly contain the conditions of these T&Cs but refers to these T&Cs and location where these T&Cs are publicly available, the Client is deemed to have read, agreed and fully understood all terms and conditions in these T&Cs by confirming acceptance of Proposal to the Supplier.
8. All Services provided by Supplier are subject to these T&Cs unless otherwise agreed in writing and they shall govern the Agreement to the entire exclusion of all other terms and conditions. The Client acknowledges and agrees that no other document, in particular, its own general conditions of purchase or specific conditions of sale, shall prevail over the T&Cs unless it has been expressly agreed by the Supplier.

### IV. PRICE AND PAYMENT

1. Fees
  - (i) In consideration for the Services, the Client shall pay the Supplier the Fees. The price of the Services shall be the Fee quoted and confirmed in the Proposal. All fees quoted exclude Value Added Tax and/or any other required taxes or duties. If the Client is required by law to make any deduction or withholding from any sum payable by it to or for the account of the Supplier, the sum payable by the Client in respect of which deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Supplier receives and retains (free from liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made.
  - (ii) The Fees for the Services are based on Product usage and separated into the following categories: creation of project, importing of files (i.e. price per question), number of

entries in the Track Entry, importing definition files or meta data files back into the platform, revision of survey structure through the Platform.

- (iii) The Supplier may apply additional charges in case of additional services, after hours, bank holidays or weekend support.
- (iv) Additional costs and expenses incurred by the Supplier for the needs of the Services, including, out of pocket expenses such as transport and accommodation expenses, or third-party pass-through expenses which are not included in the price quoted or which could not be anticipated at the date of the Proposal, shall be reimbursed to the Supplier by the Client. Claims for all such costs and expenses will be submitted to the Client with receipts.

## 2. Payment terms

- (i) Unless specifically stated otherwise in the Proposal, the Fees for the Services (together with any costs and expenses incurred) are payable weekly or monthly based on real usage. The running costs can be tracked at any time in the Products by a selected client User. The Supplier also reserves the right to require the entire fee or part of it to be paid in advance.
- (ii) Unless otherwise agreed in the Proposal, the fee is payable by the Client within 14 days after sending the invoice for the current period of usage (weekly or monthly). Time for payment is of the essence. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If on expiry of 30 days upon receipt any invoice remains unpaid a penalty of 0.1% for each day of delay, shall be charged on the amount due. An invoice is deemed receipt within 48 hours after sending it via email to the Client.
- (iii) If the Client fails to make any payment 30 days after the due date, then without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
  - (1) terminate the Agreement or, in the alternative, suspend any further services to the Client until such amounts have been paid;
  - (2) appropriate any payment made by the Client to such of the Services (or the services provided under any other contract between the Client and Supplier) as the Supplier may think fit;

## 3. Changes

- (i) Where the Agreement involves receipts or payments in a currency different from EUR, the Supplier shall have the right to increase the Services fee if on the due date of payment, the rate of exchange of the two currencies has changed so that the value of the currency specified in the invoice compared to EUR has increased by more than 1% from the date of the commission. The prevailing exchange rates shall be those specified by the European Central Bank on the date of the Proposal and the payment date.
- (ii) Either party may submit a Change request and the parties shall co-operate in good faith with each other, whilst discussing the scope and nature of the Change request. The Supplier shall notify the Client of any additional Fees, costs, or expenses (together with the impact on any project timescales) to apply in relation to the implementation of the Change Request and with the prior agreement of the Client, the Supplier shall implement the Change and increase the Fees, expenses and/or costs accordingly. Any request by the Client for a change in delivery dates, quantities, specifications or scope

of the Services, any delay caused by instructions of the Client, failure of the Client to give Supplier accurate information or instructions, or any changes in the law may result in such additional Fees, costs, or expense

(iii) In addition, unless otherwise specified in the Proposal, if the Services subject to the Proposal has a duration of more than one year (including any renewals or extensions), Client agrees that on the anniversary date of any such annual renewal or extension, the fees specified in the Proposal shall be adjusted for inflation based on the Consumer Price Index ("CPI") included in the World Economic Outlook report issued by the International Monetary Fund ("IMF").

4. Early termination or rescheduling retainer

(i) In the event of assigned Services being cancelled by the Client or rescheduled after commissioning, the Client shall pay the Supplier any unrecoverable third-party costs incurred by the Supplier following the Supplier's receipt of confirmation or acceptance by the Client of the respective Proposal.

## V. INTELLECTUAL PROPERTY AND COPYRIGHT

1. The Client Content is and shall remain the exclusive property of the Client (or, where applicable, the third party who owns such right, title and interest in such content) and the Client hereby grants to the Supplier a non-exclusive, non-transferrable, non-sublicensable license to use the Client Content to the extent necessary to perform the Services in accordance with the Agreement.
2. The Supplier shall at all times retain sole and exclusive ownership of Background IP. The Supplier shall own all right, title and interest in any improvements, enhancements, and adaptations of the Background IP. Prohibited activities, among others, are redistribution, reverse engineering, or disclosure of technical details to third parties.
3. Neither the Client nor the Supplier shall have the right to use the other's trademarks without prior written consent, except for the purposes of the Supplier's marketing purposes or promotional materials, including on Supplier's website.
4. The Supplier retains all rights, title, and interest in and to the Products, including all associated intellectual property rights.

## VI. DATA PROTECTION

1. Each party acts as an independent data controller for the personal data they hold and are not joint data controllers under data protection legislation. The present T&Cs only apply to personal data held by both parties that is used for the provision of the Services.
2. Each party shall ensure that it processes the personal data on the basis of one or more of the following legal grounds:
  - (i) processing is necessary for the performance of a contract or set of a party's general terms and conditions and/or terms of use to which the data subject is a party or in order to take steps to the request of the data subject prior to entering into a contract or upon accepting a party's terms and conditions and/or terms of use;
  - (ii) processing is necessary for compliance with a legal obligation to which the parties are subject, other than an obligation imposed by contract; or
  - (iii) the data subject has unambiguously given his / her consent.

3. Where acting as a data controller each party shall:
  - (i) comply at all times with its responsibilities and obligations under the applicable data protection legislation, more specifically as set out in art. 5 of the GDPR, including but not limited to fair and lawful processing, data retention and deletion and safeguarding data subjects' rights, having appropriate regard to the related guidelines and guidance notes issued from time to time by the European Data Protection Board and all other relevant regulatory bodies;
  - (ii) co-operate with each other to set out the requirements to meet relevant obligations of Data Protection Legislation (for example in respect of data portability, subject access, lawful access requests and requests for rectification, amendment and disposal); and
  - (iii) comply with the terms of this Agreement and shall not perform any of its obligations under the Agreement in such a way as to cause the other party to breach any of its obligations under Data Protection Legislation.
4. In the event either party becomes aware of an actual or suspected breach to the security, confidentiality or integrity of the personal data of the other party when those data are being processed both parties agree to notify the other affected party within 24 hours of identification of the breach. The parties agree and undertake to consult with one another about such steps as may reasonably be necessary or appropriate to investigate, mitigate and remediate the breach and otherwise to discharge their respective obligations under applicable data protection legislation.
5. Surveys created using the Products may be shared with third-party providers such as open language models and Google.
6. The Client agrees to Supplier's Privacy Policy, available at <https://www.kalever.net/privacy-policy/>

#### VII. WARRANTY AND LIMITATION OF LIABILITY

1. Except as expressly provided in these T&Cs and to the fullest extent permitted by law, the Client and the Supplier exclude any liability of loss of contract, loss of profit, loss of bargain, wasted anticipatory expenditure, loss of revenue and loss of business, whether direct or indirect, and any incidental, indirect, exemplary, special or consequential loss or damage of any kind whatsoever arising out of or in connection with the Agreement whether or not such party was advised of the possibility of such damage and whether based in breach of contract, tort or any other theory at law or in equity.
2. The Supplier shall not be liable under or arising out of the Agreement and whether arising from breach of contract, tort (including but not limited to negligence), breach of statute, misrepresentation or otherwise for any: (i) special, indirect or consequential loss; (ii) pure economic loss; (iii) loss of profits or revenue; (iv) loss of contracts; (v) loss of business; (vi) loss of data; or (vii) loss of goodwill.
3. The Supplier shall not be liable for any delays in the provision of the Services due to problem of any nature occurred with the third-party software provider, irrespectively whether the latter is contracted by the Client or the Supplier, or other external platforms, systems, tool or the like. Services may be suspended due to technical issues with 3rd party providers such as Google and the open language model.

4. Subject to clause VII. 8., Supplier's aggregate liability, under or arising out of the Agreement and whether arising from breach of contract, tort (including but not limited to negligence), breach of statute, misrepresentation or otherwise shall not exceed the value of the Fees set out in the Proposal as having been actually paid by the Client to the Supplier.
5. Under no circumstances shall the Supplier be responsible for failure to provide the services or for its delay in performance in accordance with the Agreement due to Force Majeure.
6. The Products are provided "as is" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
7. To the maximum extent permitted by law, the Supplier shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the use or inability to use the Products. The Supplier's total liability shall not exceed the amount paid by the Client for the Products during the twelve months preceding the claim.
8. Nothing in these T&Cs shall limit or exclude either party's liability for: (i) death or personal injury caused by its negligence; (ii) its fraud or willful default; and (iii) liability which may not otherwise be limited or excluded under applicable law.

#### VIII. CONFIDENTIALITY

1. During the term of contractual relation between the parties and 3 years afterwards, neither party receiving Confidential Information from the other party shall:
  - (i) use Confidential Information received from the other party under the Agreement for any purpose other than to fulfil its obligations under the Agreement;
  - (ii) disclose such Confidential Information to any third party, except for those of its employees with a need to know the information in order to perform their obligations hereunder and provided that they are made aware of and agree to be bound by the obligations of confidentiality contained herein. The receiving party further agrees to use the same degree of care in safeguarding the confidential information as its uses for its own information, but in no event less than a reasonable degree of care. All Confidential Information in tangible form (including any copies or summaries of Confidential Information) shall be returned to the disclosing party promptly upon written request, upon termination of the Agreement or upon the receiving party's determination that it no longer has a need for such Confidential Information. Confidential Information provided to the receiving party in any other form, to the extent such information cannot be returned to the disclosing party, shall be destroyed by the receiving party to the extent practicable
2. The obligation of confidentiality, however, shall not apply to information which:
  - (i) is, at the time of receipt or dissemination, or thereafter becomes generally available to the public;
  - (ii) the receiving party possessed at the time of receipt thereof from the disclosing party, and was not acquired directly or indirectly from the disclosing party;
  - (iii) is acquired or rightfully received and without confidential limitation by the receiving party from a third party;
  - (iv) is independently developed by the receiving party without breach of the Agreement;



- (v) is required to be disclosed pursuant to court order or law requirement, provided that receiving party notifies the disclosing party for such court order or law requirement.

#### IX. FORCE MAJEURE

1. A force majeure event shall not exist if the relevant event has occurred as a result of a failure to exercise due diligence on the part of either party or if it has occurred after the relevant party has fallen into default. Lack or shortage of funds or an economic crisis shall not constitute force majeure within the meaning of these Terms and Conditions.
2. The party claiming force majeure shall take all actions with the care of a good trader to minimize the damages and losses incurred and shall notify the other party in writing within 7 days of the occurrence of the force majeure. The notice must contain information on: the expected impact of the Force Majeure on the performance of the Agreement; proposals for ways of avoiding or reducing the effect of such event or circumstance, as the case may be; the estimated period of operation and cessation of the Force Majeure; and its possible consequences for the performance of the Agreement.
3. In the event of force majeure, the Parties shall not be liable for delay or failure to perform their obligations under the Agreement.
4. The period for performance of any obligation shall be extended in accordance with the period during which performance has been suspended by Force Majeure.
5. Should an event of Force Majeure last for more than 30 days, each party shall have the right to terminate the provision of Services and the Agreement with written notice with immediate effect without liability to the other party. Unless termination has occurred as set forth herein, both parties' obligations hereunder shall resume upon the cessation of the event of Force Majeure

#### X. TERM

1. Each Proposal/the Agreement shall commence upon the Effective Date and subject to earlier termination in accordance with clause XI 1. and XI 2., shall continue until the later of the date upon which all:
  - (i) Services under any active Proposal have been provided by Supplier; and
  - (ii) Fees for all Services have been paid by Client and received by Supplier in cleared funds.
2. Any regular or recurring Services as may be stated in a Proposal, unless terminated with at least 30-days' notice before the end of the initial term, will automatically renew on a 12-month basis (Renewal Term) and will continue until terminated by Client with 30-days written notice prior to the end of a Renewal Term.

#### XI. TERMINATION & CONSEQUENCES

1. The Agreement between the parties may be terminated on the following legal grounds:
  - (i) by mutual agreement of the parties, expressed in writing, including by email;
  - (ii) in case of objective impossibility to fulfil the contractual obligations. In such case, the approved services rendered by the Supplier prior termination, are subject to payment.
  - (iii) in the event of liquidation/insolvency of any of the parties.
2. Either party shall be entitled to terminate the Agreement by written notice to the other if the other party is in material breach of the Agreement and either that breach is incapable of

remedy, or the other party fails to remedy the breach within 30 calendar days of receipt of written notice setting out the breach and indicating that failure to remedy the breach may result in termination of the Agreement;

3. Upon termination of the Agreement for any reason, all Fees stated in an invoice and in any applicable Proposal shall immediately become payable.
4. No refunds shall be applied to Fees already paid.

## XII. NON-SOLICITATION

1. Client shall not, for a period of three (3) years from the Effective Date, directly or indirectly encourage or solicit any employee, independent contractor, vendor, or client of the Supplier to leave or terminate its relationship with the Supplier for any reason. If Client commits any breach of this clause XII.1, Client shall, without prejudice to any other rights or remedies of the Supplier, on demand, pay to the Supplier a sum equal to 12-months' basic salary that was payable by the Supplier to that employee, worker or independent contractor plus the recruitment costs incurred by the Supplier in replacing such person, respectively the 12-months' loss of income from such client taking into consideration the average rate applied in their relationship for the preceding 12-months term. Regarding employees, the Client shall not be in breach of this clause as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the Supplier.

## XIII. MISCELLANEOUS

1. Authority  
Each party hereby represents and warrants to the other party that it has all necessary authority to enter into and perform its obligations under the Agreement without the consent of any third party or breach of any contract or agreement with any third party.
2. Assignment/Subcontracting  
From time to time, the Supplier may, where appropriate, without providing notice to, and without obtaining consent from the Client, assign in whole or in part and/or subcontract one or more portions of the execution of the services to any affiliate and/or any third party or third parties. The Supplier bears liability for the performance of the Services by the subcontractor as for its own actions.
3. No partnership or joint venture  
Nothing in the Agreement shall create a partnership or joint venture between the parties or render a party the agent of the other nor shall a party hold itself out as such (whether by an oral or written representation or by any other conduct).
4. Entire Agreement  
The Agreement together with any documents annexed hereto or referred to herein sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of the Agreement and shall not be modified except in a writing signed by both parties.
5. Severability

If any term of these T&Cs or the arrangements in the Agreement, is found to be illegal, void or unenforceable, this will not affect the validity, applicability and enforceability of the other terms.

6. Waiver

If either party fails to fully exercise any right, power or remedy under the Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either party with respect to any breach or default under any provision of the Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder

7. Notices and signing

Any notice to either party under these T&Cs shall be deemed valid if they are made in writing signed by or on behalf of the party giving it and sent by registered mail with return receipt, by courier service or electronic mail (email), to the addresses of the parties indicated in their precontractual correspondence or the Agreement. For relevant receipt of the electronic notification shall be considered its entry in the mailing server of the recipient.

Both parties agree to be the addressees of electronic statements. By virtue of the present T&Cs, the Parties expressly agree that the agreement, as well as all other documents and correspondence between the parties, may be signed by them with a simple or advanced electronic signature, which signing will have a legal force, equivalent to a handwritten signature, including in the case of electronic documents signed through the platform for electronic signing of documents with simple electronic signature (e.g., but not only - DigiSigner, DocuSign and others).

8. Governing Law and Jurisdiction

The Bulgarian law applies to all issues which are not settled with the present T&Cs and the Agreement. Any disputes arising from the present T&Cs or from the Agreement, or concerning them, including disputes arising from or concerning its interpretation, invalidity, non-performance, as well as disputes regarding filling gaps in the Agreement or its adaptation to newly arisen circumstances, shall be settled by the involved Parties through understanding and mutual concessions, and when understanding is impossible, the dispute shall be brought to the competent Bulgarian court.

9. Changes of the T&C

The Supplier reserves the right to amend the present T&Cs from time to time. The Supplier notifies the Client for any modifications via email. The Client has the right to reject the applicability of the changes to an ongoing contractual relation with the Supplier within 7 calendar days as of receipt of the notification in which case the latest version of the Supplier's T&Cs, available at its website or provided to the Client otherwise, applies until the Agreement is terminated. Failure to reject within the indicated term shall be considered an acceptance of the changes on behalf of the Client and the amended provisions shall be binding to the parties as of the indicated date of entry into force of the changes. In any case the changes apply to all Proposals made following the date of entry into force of the changes.

The present T&Cs were last updated on 03.07.2024

