

## GENERAL TERMS AND CONDITIONS OF SERVICES

Applicable from 2022-10-17

### 1. Acceptance of Terms

**Using the Software, You agree to the following Terms and Conditions of Services (hereinafter referred to as the General Terms and Conditions).** If You do not agree to the General Terms and Conditions, You cannot use the Services (Software).

**You agree to these terms on Your behalf or on behalf of another legal entity You represent (e.g., if You are an authorized person, an employee of a company, etc.) or if You do not represent the company or legal entity, You agree to these terms on Your behalf as a natural person. By agreeing to the General Terms and Conditions, You represent and guarantee that You have the right and authority (including legal capacity) to act on behalf of another entity (if You represent such an entity).**

You may be subject to the Special Terms and Conditions and additional agreements. If You are provided with the Special Terms and Conditions by using the Services, You also agree to such Special Terms and Conditions.

### 2. Definitions

Any capitalized terms used in the General Terms and Conditions, or other documents have the following meanings:

Definitions	Meanings
<b>OPTAS and/or Software and / or Services</b>	Means the Software that is provided as a service (Software as a service) and is available to the Customer online on devices of its choice, including a computer or other device, provided that the technical requirements are met, and the Customer has the Subscription
<b>Supplier and/or We</b>	Represents a legal entity UAB Optas IT, company code 305576024, which provides the Services to the Customer
<b>Customer(s) and/or You (p.r.n. Your and Yourself)</b>	Legal or natural person to whom the Services are provided
<b>User(s)</b>	An employee or representative of the Customer who is authorized to use selected by the Customer features of the Software or whose data may be processed in the Software in accordance with the Subscription plan selected by Customer. Depending on the Subscription plan, the User may be granted with access to the Software through the Account.  The User is considered an active User, 1) when he is included in the Software calculations on today's or future date; or 2) have an active Login Account. The total number of Users using the Software may not exceed (i.e., be equal to or less than) the number of the Subscriptions purchased by the Customer
<b>Subscription(s)</b>	The Customer is granted with access to the Software and other services of the Supplier for a specified period of time, giving the right to process the data of one User in the Software according to the selected conditions (Subscription plan) or giving the User the right to connect to the Software through the Account
<b>Subscription plan</b>	The functionality of the Software selected by the Customer included in the Subscription
<b>Validity of Subscription</b>	Means the period specified in the General Terms and/or the Special Terms during which the Subscription is valid
<b>Other services</b>	The services specified in the General Terms and/or Special Terms, which are provided by the Supplier together with the Software and which are included in the Subscription price or for which the Customer pays additionally
<b>Account(s)</b>	Account(s) through which Customer (Customer Users) connect to the Software
<b>Website</b>	<a href="https://www.optas.eu">https://www.optas.eu</a> website with the Software descriptions, General Terms and Conditions, Privacy Policy, and other documents

The titles of the General Terms and Conditions, the text in a different colour shall not affect the interpretation of these Terms and Conditions unless the context otherwise requires.

Person means any natural or legal person, entity, body, or organization (regardless of where and how the legal entity is incorporated and established).

Unless the context requires otherwise, words in the singular include the plural and, in the plural, the singular.

Reference to legal acts means those legal acts valid when the Customer has agreed to these General Terms and Conditions.

### 3. Customer responsibilities

The Customer undertakes to ensure that:

- the number of Users that the Customer intends to process in the Software will not exceed the number of Users whose data can be processed in the Software according to the number of Subscriptions purchased;
- will not allow multiple people to use the same Account at the same time;
- use the Software in strict compliance with the General Terms and Conditions, Privacy Policy, and other documents' requirements;
- will not do damage to the Supplier and the Software.

The minimum number of Subscriptions by which Customer acquires the right to use the Software is 20 Users. When purchasing more than the minimum number of Subscriptions, the Customer must purchase at least 5 Subscriptions (e.g., 25 Subscriptions, 30 Subscriptions, 35 Subscriptions, etc.). The maximum number of Subscriptions is unlimited.

#### **4. Customer Accounts**

By giving You access to OPTAS, an Account(s) may be created or prompted for You to create. An account is used to access the Software and manage Your data in the Software. Your Account will be accessible from the Internet address provided by the Supplier in a web browser.

You are responsible for all persons who use the Accounts. The Customer is responsible for ensuring that the persons authorized by the Customer comply with and become acquainted with these General Terms and Conditions when using the Account.

You are also responsible for the security of Your Account and all activities related to Your Account. You must ensure that only your authorized Users use the Account, and You must also store and not share Your Account login name and password. If You suspect the misuse of Your Account, You must notify the Supplier.

You ensure that all information in Your Account (including any information You or Your authorized Users provide when creating Your Account) is true and complete.

#### **5. Specific conditions of use**

If You are an individual and have acquired the Software for any personal purpose (not related to Your business, trade, craft or profession) within 10 days of being granted with access to OPTAS, (i) if You object to any of these terms, or (ii) if You are dissatisfied (for any reason) with the OPTAS Software you have received access to, You may refuse to continue using OPTAS and the Supplier will refund the money paid by You.

In addition, following the Civil Code of the Republic of Lithuania, laws protecting consumers shall apply to You (which will prevail over these General Terms and Conditions), including without limitation to:

- the Supplier's liability for damage to You or Your property is unlimited;
- You have the right to terminate the Subscription at any time unilaterally by giving a one month notice and paying for the Services provided by the Supplier before the termination of the Subscription;
- the General Terms and Conditions and other documents relating to You will not be changed for the entire Validity of Subscription without just cause.

#### **6. Subscriptions**

The Subscriptions provide Customer with access to the Software. Access to the Software and other services provided by the Supplier varies depending on the Subscription plan (Subscription plans with features are described and available on the Website).

##### *Validity of Subscription*

The Subscriptions are valid for a fixed period, the term of which is a one month (unless otherwise specified in the Special Terms and Conditions), when the Customer pays for the Subscriptions in accordance with the Terms and Conditions. The Subscriptions become invalid, when Customer is in a delay to pay for the Subscriptions. If the Validity of Subscriptions is not specified or if You do not know the Validity of Subscriptions, inform the Supplier promptly.

##### *End of Subscription*

Upon expiration of the Subscription, You may acquire the new Subscription on the terms on which the Supplier is currently selling the Subscription. Subscriptions can be renewed automatically.

#### **7. Software**

During the Validity of Subscription, depending on the Subscription plan and scope of the Subscription, the Supplier grants Customer a non-exclusive, non-transferable license to use the Software in the territory of European Union: (i) subject to all requirements set forth in these Terms and Conditions (ii) only to the extent that You have chosen to use the Software.

The Supplier holds all proprietary and non-proprietary rights (owner) in the Software.

Except as provided in the General Terms and Conditions, Customer shall not be granted with any rights in the Supplier's patents, copyrights, trade secrets, trademarks, or any other rights related to the Software or individual elements of the Software.

#### **8. Software updates**

During the Validity of Subscription, the Supplier may, but is not required to, provide the Software updates and upgrades. All such updates and upgrades are subject to the same Terms and Conditions as well as the Software for which updates and upgrades are intended to. Upgrading the Software will terminate Your right to use the Software's older version.

The Supplier is also vested with the right to charge an additional fee for the Software updates and/or upgrades. Before performing the Software updates and/or upgrades, the Supplier will inform the Customer upfront about the fee of such Software updates and/or upgrades.

#### **9. Data in the Software**

Data stored in the Customer's Software and changes to the Software (such as employee shifts, configurations, unique settings, specific environments, integrations, etc.) are an integral part of the Software and may not be used in any form without the Supplier's Software. The data stored in the Supplier's Software is the Customer's property. After 30 days upon expiration of Subscriptions, all data is destroyed without the possibility of recovery.

The Customer is obliged to save all personal data (work schedule, timesheets) stored in the Software on the last day of the Subscription in the media of his choice in a format available in the Software. In this way, the Supplier returns the personal data stored in the Software to the Customer.

Suppose the Customer wishes the Supplier to return the data after the expiry of the Validity of Subscription; in that case the Customer shall pay the price of a one month Subscription for the Subscription Plan and the number of Subscriptions the Customer had before the expiration or the termination of Subscriptions.

During the Validity of Subscription, the Supplier makes backup copies of the Software every 24 hours, therefore, in the event of the Software failure, the data collected during the last 24 hours may be lost.

### 10. Rights and claims of third parties

The Supplier has the right to use third parties to provide servers, infrastructure, network, and other services. In this case, the terms and conditions of the services provided by these third parties apply to the Customer. The list of third parties used by the Supplier and the reference to the third party terms and conditions applicable to the Customer are provided below:

Third-party	Terms and Conditions/Internet access
Google Cloud	<a href="https://cloud.google.com/product-terms">https://cloud.google.com/product-terms</a>
Google Analytics	<a href="https://marketingplatform.google.com/about/analytics/terms/lt/">https://marketingplatform.google.com/about/analytics/terms/lt/</a>
SMTP2GO service	<a href="https://www.smtp2go.com/terms/">https://www.smtp2go.com/terms/</a> <a href="https://www.smtp2go.com/privacy/">https://www.smtp2go.com/privacy/</a>

**By agreeing to these General Terms and Conditions, the Customer also agrees with all the terms and conditions of the services provided by third parties and undertakes to follow any changes in the terms and conditions of the services provided by such third parties.**

### 11. Availability and disruptions

The Supplier guarantees that during the Validity of Subscription, the Software will be available at least 95 % of the time during each 30 days.

If the Software is unavailable for a longer period of time, Customer will be reimbursed for the Subscription price as follows:

Availability	Compensation
80 - 95 %	20 % of 1 month Subscription price
65 - 80 %	30 % of 1 month Subscription price
Less than 65 %	100 % of 1 month Subscription price

The Customer takes a risk and understands that the Software failures are possible, and Customer is prepared for such failures in advance, and the Supplier shall not be liable for any damages resulting from the Software failures.

### 12. Software support (basic level)

When the Customer notifies by email (at any time) and/or by telephone (workdays from 9:00 a.m. to 6:00 p.m. (EET time zone)), Supplier will endeavour to resolve any Software disruptions, incidents, and errors within 20 days at the latest. It is explained to the Customer, and he understands that the incompatibility of the Software, slow performance, inability to use the Software features is not a malfunction of the Software. The Supplier's contact details are available on the Website.

At the Customer's request, the parties may agree on additional (individual) support services and their special conditions.

### 13. Restrictions of the Software use

The Customer is not entitled to:

- make the Software available to third parties and display it to third parties through Your Account;
- in any form copy the Software files, the Software functional interface, collect data about the Software;
- use any information obtained using the Software to create Your software;
- modify and change the Software;
- decompile the Software and use any other reverse engineering technology or otherwise extract all or part of the output code of the Software;
- impersonate another Customer;
- damage the Software or try to complicate its operation;
- install integrations or interface with other software or operating systems Yourself;
- access the Software by any means other than through the Account login website;
- connect to the Software' system files and database;
- use the Software databases and Software data to create Your database or data set;
- use the Software in a manner that violates applicable legal requirements;
- disregard restrictions on access to the Software used to prevent access to the Software in a certain way to or prevent the use of the Software;
- disrupt the operation of the Software or seek to harm the Supplier;
- disseminate incorrect, false information about the Software and the Supplier.

Customer agrees that all the Software is the exclusive intellectual property of the Supplier, and any unauthorized use thereof will be considered a violation of the Supplier's intellectual property rights or confidentiality. If it turns out that the Customer has performed or allowed third parties to perform any of the above unauthorized actions, the Customer must indemnify the Supplier for all losses incurred as a result.

The parties agree that any improvements or upgrades to the Software resulting from the Supplier providing the Services to the Customer shall become the property of the Supplier. Customer waives any right to such improvements and upgrades to the Software.

## **14. Setting and changing passwords**

When logging into the Account for the first time, the Customer / User must create a password consisting of at least 8 characters (of which one character is a number and one capital letter of the Latin alphabet). It is recommended to change Your password at least every 60 days.

## **15. Guarantees. Compliance**

The Supplier guarantees that the Software will be provided to Customer in accordance with these General Terms and Conditions.

The Supplier notes that the Software is provided on as-is basis, therefore, the Customer may not make any claims due to the fact that the Software or its part does not work according to the Customer's wishes.

The Supplier does not guarantee that the use of the Software will ensure Customer's compliance with the requirements of labour and other applicable law. The Customer understands and acknowledges that the Software is only an aid that cannot ensure compliance with applicable requirements.

In addition, the Supplier does not ensure that:

- the Software will meet the Customer's requirements, will be always available, will operate safely and without errors;
- the results that the Customer will receive using the Software will be true, accurate or reliable;
- the quality of the Software will meet the Customer's expectations;
- the Software will have no bugs or flaws.

Any fine, sanction or damage imposed on the Customer by the state authorities, law enforcement authorities due to the features of the Software will not have any consequences to the Supplier. The Customer waives the right to make claims against the Supplier and releases him from liability for any defects and / or malfunctions of the Software if they relate to the labour law or other legal requirements applicable to the Customer.

## **16. Security**

The Supplier shall take adequate measures to protect the Software from intrusions and attacks by third parties but shall not ensure the complete security of the Software and the data stored on it. The Customer must ensure that the devices on which the Customer accesses the Software are free of malware and viruses. The Customer must ensure that the latest (up to date) operating systems, browser versions and antivirus software are running on his devices.

## **17. Data processing**

When Customer's information stored in the Software includes personal data, and when Customer is considered a data controller, the Supplier shall process the data in accordance with the General Data Protection Regulation (GDPR).

The provider may collect depersonalized data for the services improvement purposes.

The Supplier's Privacy Policy is available on the Website.

## **18. Confidentiality**

All information related to the Software is considered strictly confidential.

The user interface (UI), functions, operation, graphics, and text elements of the Software also constitute a trade secret of the Supplier, which the Customer may not use other than as permitted by the Subscription. The Customer understands that confidential information and trade secrets are of essential importance to the Supplier, and non-compliance with the obligation of confidentiality or the use and/or disclosure of a trade secret may result in the imposition of liability on the Customer.

Without the Supplier's consent, the Customer may not use confidential information and trade secrets for personal purposes or disclose them to third parties.

## **19. Liability**

The Supplier's liability is limited to the price of the scope and plan of the Subscription purchased by the Customer for a period of one month.

The Customer undertakes to indemnify the Supplier against all damages, legal costs, if they have occurred or are related to:

- improper or illegal use of the Software by the Customer;
- data stored in the Customer's Software;
- any violation of the General Terms, Special Conditions, and other documents;
- any violation of applicable law.

## **20. Technical requirements**

Minimal technical requirements that have to be met by the Customer as they are necessary for Customer's access to the Software:

- the latest Windows or macOS operating system;
- the latest version of Google Chrome, Firefox, or Microsoft Edge browser;
- fast and stable Internet connection (at least 10 Mb/s);
- the screen resolution of at least 1366x768.

When You connect to the Software from a tablet or phone, the features of the Software may be limited or not work as intended.

## 21. Validity of Subscription. Termination of Subscription

The General Terms and Conditions shall apply from the date on which You perform any of the following actions:

- You have agreed to the General Terms and Conditions;
- You have paid the price of the Subscription;
- You have started using the Software.

The General Terms and Conditions expire when the Subscription is cancelled or expires.

The following Terms and Conditions survive the cancellation or termination of the Subscription with the Customer: sections 7, 9, 13, 18, 19.

The Customer has the right to terminate the Subscription by giving 7 days' notice if the Supplier has materially breached the General Terms and Conditions and has not rectified the breach within 30 days.

The Supplier has the right to terminate the Subscription by giving 7 days' notice if at least one of the following conditions occur:

- the Customer is in delay to pay for the Subscription for at least 1 day or has not paid for any other Subscription;
- the Customer has materially breached these General Terms and Conditions (material breach consists of a violation of any of the following sections 3, 4, 7, 13, 14, 16, 18, 19, 22, 23 of the General Terms and Conditions and the Special Terms and Conditions (if any applicable)) and has not rectified the breach within 30 days;
- the Customer has become insolvent (there is a reasonable doubt whether the Customer will be able to pay for the Subscription; the interests of creditors are violated to any extent).

The Subscription expires automatically and immediately (without separate notice) if bankruptcy or restructuring proceedings are opened against the Customer or liquidation is initiated.

## 22. Force Majeure

Neither party will be liable for any failure to perform its obligations under the General Terms and Conditions if such delay or non-performance is due to force majeure events arising after Customer's consent to the General Terms and Conditions and if the parties cannot reasonably control the force majeure events (e.g., mass internet disruptions, embargoes, blockades, natural disasters, threats of war, acts of terrorism, cyber-attacks), which will prevent or delay the affected party from fulfilling its obligations.

The affected party must notify the other party of the events of force majeure no later than within 7 days of their occurrence. If the events of force majeure remain for more than 60 days, this is the reason for termination of the Subscription.

## 23. Miscellaneous

### *Amendments to the General Terms and Conditions*

The Supplier has the right to change the General Terms and Conditions, the Subscription plans, the Software, the Subscription price, and any other documents related to these General Terms and Conditions at any time subject to the prior notification of the Customer in 30 days, and the Customer who disagrees with such changes of the latest version of the General Terms and Conditions and other amendments is entitled to cancel the Subscription within 30 days. If You cancel the Subscription, the price paid for the Subscription will not be refunded, but the Customer may use the Software until the expiration of the term specified in the Subscription in accordance with the General Terms and Conditions valid until then.

### *Inspections / audits*

In the event of reasonable doubt as to Customer's violation of the General Terms and Conditions, the Supplier shall have the right at any time to request Customer's full access or access to all information of concern (including without limitation to logs, system information, server information, etc.), whether Customer uses the Software fairly and correctly (as well as whether he used the Software fairly and correctly during the Validity of Subscription). If Customer does not give such access, the Supplier shall have the right to hire a third party of its choice, which Customer shall allow into its premises or give access to the devices on which the Software has been used. If during the audit it is found that the Customer violates these General Terms and Conditions, the Customer shall also pay the audit costs.

### *Transfer of rights*

The Customer and the Supplier shall not be entitled to assign any rights and obligations under these General Terms and Conditions without the prior written consent of the other party.

The Supplier may assign all obligations arising under these General Terms and Conditions (and other related documents) if it relates to the Supplier's reorganization, restructuring, sale of the business or any other structural change.

### *Notifications*

All Customer's notifications to the Supplier must be signed and sent by email [info@optas.eu](mailto:info@optas.eu). All the Supplier's notifications to the Customer shall be sent to the Customer by email.

Notifications sent by email are considered to be delivered 3 days after mailing.

### *Waiver of rights*

Failure by the Supplier to exercise any right specified in the General Terms and Conditions shall not constitute a waiver.

### *Right of suspension*

The Customer has no right to suspend the execution of its obligations under the General Terms and Conditions.

### *Applicable law and disputes*

The laws of the Republic of Lithuania shall govern these General Terms and Conditions, other documents, and all relations between the Customer and the Supplier. All disputes are settled in the courts of the registered office of the Supplier.

All disputes shall first be settled by the Parties through amicable negotiation. Only if the dispute cannot be resolved amicably within 30 days of submitting the claim the injured party may apply to the court.

Any claims regarding the Subscription, the Services or the Software must be made within 60 days, at the latest.

**24. Application of the General Terms and Conditions, the Special Terms and Conditions, and other agreements**

The General Terms and Conditions, the Special Terms and Conditions, and other documents constitute a single agreement and supersede all prior agreements, including without limitation to negotiations, correspondence, and other information exchanged by the parties in any form prior to Customer's consent to the General Terms and Conditions.

In the event of any inconsistency between the General Terms and Conditions, the Special Terms and Conditions, and other documents, the documents shall be interpreted in accordance with the hierarchy set out in the table below (ones below take precedence over the documents in the table above) and with reference to the purpose and subject matter of those documents.

Document hierarchy:

