

GENERAL TERMS OF USE FOR SOFTWARE LICENSING OF SPATIAL DATABASE MANAGEMENT SOLUTIONS – pipGIS® APPLICATION SYSTEM

Preamble

These General Terms of Use (hereinafter referred to as the "General Terms") constitute contractual provisions applicable to the services of development, implementation, use, and related maintenance and support services (hereinafter referred to as the "Services") of software solutions related to the pipGIS® Application System, provided based on an Agreement concluded between the company PROMET I PROSTOR d.o.o. (hereinafter referred to as the "Provider") and the Client.

The General Terms supplement the specific provisions agreed between the Provider and the Client. In case of any discrepancy between the General Terms and the specific provisions, the specific provisions shall prevail. If the Client has its own general business terms, only these General Terms of the Provider shall apply to the contractual relationship between the Client and the Provider, and the Client's general terms shall apply only if explicitly accepted in writing by the Provider.

If these General Terms are translated into other languages, the interpretation of the provisions shall be governed by the meaning of the provisions in the Croatian language and in accordance with the applicable Croatian laws and regulations.

1. Definitions

Certain key terms have the following meanings:

Provider refers to PROMET I PROSTOR d.o.o., Dubovačka 38, 10000 Zagreb, Croatia, OIB: 70482234704;

Client refers to one or more legal entities and/or natural persons with whom the Provider concludes a Service Agreement;

Agreement refers to the service agreement concluded between the Provider and the Client as a separate written document, in printed or digital form, including offers and acceptances delivered via email or registered mail and/or any other form of written statement confirming that the Client has accepted the Provider's offer, as well as any written confirmation that the Provider agrees to provide services under the conditions defined in the Client's order;

Services refer only to those services provided by the Provider to the Client as defined and listed in the Agreement. These may include licensing of existing and/or updated versions of the pipGIS® Application System (Software as a Service - SaaS) with options for one or more different Modules, and/or custom development of Modules, and/or creation of computer code necessary to adapt existing Modules to the Client's requirements;

pipGIS® Application System comprises software solutions for managing spatial databases, consisting of various software modules with functionalities for data entry, viewing, editing, analysis, and downloading. The Provider holds exclusive intellectual property, copyright, and ownership rights over these solutions, which are marked, where possible, with the pipGIS® trademark registered with the State Intellectual Property Office under number Z20161281;

Module refers to software components or parts of the program that provide one or more functionalities serving distinct operations within the pipGIS® Application System. These include the core module (platform), which is a mandatory part of every Agreement, and additional modules selected by the Client;

Working Hours refers to the regular business hours of the Provider, from 9:00 AM to 5:00 PM, Monday through Friday, excluding holidays and non-working days as defined by the Croatian Law on Holidays, Memorial Days, and Non-Working Days;

Proprietary Information includes all information that may not be subject to copyright, related rights, or other intellectual property protections but is contained or encompassed within the pipGIS® Application System (including database design and all code or other processing logic within the database), user manuals, instructions, or any other written material related to the use of the pipGIS® Application System. This also includes any information provided by the Provider to the Client. Proprietary Information includes, but is not limited to, confidential data, unpublished market-sensitive information, and trade secrets, and excludes information that is public or becomes public through legal means not involving breach of the General Terms or Agreement;

Technical Requirements refers to the list of software and hardware specifications necessary to access the pipGIS® Application System, typically specified by the Provider in the Agreement. If not specified, the requirements listed in Appendix 1 of these General Terms apply and may change depending on third-party service providers (e.g., web browser vendors);

Designated Equipment refers to the Client's computer equipment authorized by the Provider for use with the pipGIS® Application System (applicable only if the system is installed on the Client's equipment);

Usage Location refers to the site where the pipGIS® Application System will be installed and where the Designated Equipment is located (applicable only if installed on the Client's equipment);

Force Majeure refers to events beyond the reasonable control of the parties that prevent either party from fulfilling their obligations under the Agreement or cause delays in doing so, which could not be overcome despite exercising reasonable care. These include, but are not limited to, natural disasters, wars, strikes, work stoppages, shortages of materials or energy, cyber-attacks, fires, explosions, epidemics, and pandemics;

Response Time refers to the time period in which a user receives a response to their inquiry, with the standard time for an initial response being 48 hours if the inquiry is received during Working Hours. Issue resolution time depends on the nature and complexity of the issue, with the user being informed of the expected timeframe when necessary.

2. Services

2.1. The Provider shall render the Services defined in the Agreement with due care and skill, in accordance with generally accepted professional standards and industry practices.

2.2. The Services are delivered in at least two phases. The first phase refers to the development and implementation of the *pipGIS*® Application System and selected Modules. This phase is subject to a one-time fee and includes indicative deadlines for service delivery. The second phase involves the licensing for use of the *pipGIS*® Application System to the extent explicitly defined in the Agreement, as well as services related to system maintenance and support, in accordance with various levels of service (Service Level Agreement – SLA), which are subject to an annual fee.

2.3. The development and implementation phase of the *pipGIS*® Application System shall be deemed completed upon the signing of the handover report. If no handover report is prepared, completion is confirmed by the Provider's written notification sent to the Client's email address used for regular communication, stating that implementation is complete and the system is ready for use.

2.4. Upon completion of the development and implementation phase, the following day marks the start of the usage phase of the *pipGIS*® Application System and the support and maintenance phase, unless a test and/or trial period is explicitly defined in the Agreement. In such a case, the next phase begins the day after the test and/or trial period ends. If a test and/or trial period is agreed but not time-limited, it shall last 15 days from the end of the development and implementation phase.

2.5. The licensing terms for using the *pipGIS*® Application System are defined in the Agreement and Section 3 of these General Terms. Maintenance and support services are typically regulated by a separate agreement according to different service levels (SLA). If no separate agreement is concluded, but the Agreement provides for basic maintenance and support services for the *pipGIS*® Application System at a monthly rate of 2.00% of the base value of the implemented software modules and the Agreement (calculated annually and payable in monthly installments), the following services are included:

- Use of the Provider's web server for data storage and application system operation (hosting), including weekly database backups.

- Telephone and remote support during Working Hours, limited to a maximum of 4 hours per month.
- Preventive and corrective maintenance of the pipGIS® Application System, including:

Preventive maintenance:

- Preventive system review via remote access
- Consulting and technical analysis of environmental changes affecting the system
- Notification of system adjustments required due to legislative changes
- Consulting on possible improvements to the system and related business processes, upon Client's request
- Adjustment of system configuration parameters

Corrective maintenance:

- Unscheduled maintenance due to system malfunctions, including outages or failures that prevent expected system performance per contractual conditions
- Rectification of unintended user errors
- Analysis of reported issues via support within response time
- Resolution of identified and/or reported issues via remote access or, if necessary, at the Client's location
- Coordination of issue resolution priorities

2.6. The Provider may, but is not obligated to, offer Clients access to improvements arising from updates and internal enhancements, representing the latest available version of the pipGIS® Application System.

2.7. If a separate fee is charged for the improvements under Article 2.6, the Provider must inform the Client in advance. If the Client refuses to pay such a fee, the Provider must ensure the Client continues to use the version of the pipGIS® Application System available at the time of Agreement conclusion, including the functionalities available at that time.

2.8. Upon the Client's request, the Provider may – but is not obligated to – offer the development of functional changes or new features in the pipGIS® Application System or its interfaces already implemented under the Agreement. In such cases, the Provider is entitled to an additional fee. If the work involves urgent or unavoidable tasks where the fee was not previously agreed upon, the Provider is entitled to charge for actual working hours based on its current price list.

2.9. Unless explicitly agreed otherwise in the Agreement, services are provided remotely. If services need to be delivered at the Client's premises or another location designated by the Client, all documented travel and accommodation costs and any additional working hours incurred due to travel shall be borne by the Client.

2.10. If the Agreement specifies certain individuals from the Provider or Client responsible for coordinating the execution, both parties shall endeavour to ensure their involvement. Each party has the right to replace designated individuals, provided that the other party is notified in writing, and the replacements are suitably qualified.

3. License for the pipGIS® Application System

3.1. The Provider grants the Client a non-exclusive, non-transferable, and time-limited right to use specific modules of the pipGIS® Application System (license), installed on the Provider's server or on the Designated Equipment, unless otherwise expressly agreed in the Agreement.

3.2. The Client is not permitted to sublicense, sell, or lease the right to use the pipGIS® Application System, nor to use the system for third-party training, service provision, or commercial purposes, except as provided in the Agreement.

3.3. Unless otherwise agreed, the license is granted for a period of one (1) year, beginning on the date of completion of the development and implementation phase in accordance with Article 2.3 or upon expiry of the test and/or trial period defined in Article 2.4. The license shall be automatically renewed for successive one-year periods under the same conditions, an unlimited number of times, unless either party notifies the other in writing no later than 60 days before the end of the current license period of its intention not to renew the Agreement.

4. Service Fees

4.1. For the provision of Services, the Provider shall issue an invoice to the Client that includes the fee for Services and Licenses for the pipGIS® Application System and applicable VAT (where required), as well as any foreign taxes that must be paid or withheld (hereinafter: "Service Fee"). Details of the Service Fee and special payment conditions will be specified in the Agreement.

4.2. Unless expressly agreed otherwise in the Agreement, the fee for development and implementation services shall be paid as a one-time amount.

4.3. The license fee for the pipGIS® Application System applies solely to the existing functionalities included in the latest published version of the system, unless otherwise expressly agreed. The Provider shall issue a single consolidated invoice for both the use of the pipGIS® Application System and its maintenance services, which may be issued monthly, quarterly, semi-annually, or annually.

4.4. The license fee for the pipGIS® Application System does not include data transfer (conversion) from existing databases.

4.5. The Service Fee shall be payable without set-off, within the payment period stated on the invoice or in the Agreement. For overdue and unpaid amounts, the Provider may charge statutory default interest at the rate applicable during the relevant period.

4.6. In the event that there is more than one Client under the Agreement, unless otherwise agreed that only one Client or a third party is responsible for payment, each Client shall be jointly and severally liable for the full payment of the Service Fee. The Provider is entitled to claim full payment from any or all of the Clients.

4.7. The Client shall be deemed to have accepted the invoice if no written objection is submitted within 15 days of the invoice date.

5. Intellectual Property Rights

5.1. The Client hereby acknowledges and agrees that all intellectual property rights held by the Provider in relation to the pipGIS® Application System—including, without limitation, copyright and related rights in the software and all its components, documentation, training materials, and all copies, modifications, adaptations, updates, and derivatives thereof; registered and unregistered trademarks; industrial designs; patents; know-how; trade secrets; and Proprietary Information—remain the sole property of the Provider.

5.2. Nothing in the Agreement or these General Terms shall be construed as a transfer of ownership and/or intellectual property rights in the pipGIS® Application System from the Provider to the Client. Regardless of the fact that the medium on which copies are stored may belong to the Client, all copyrights and intellectual property rights in such copies of the pipGIS® Application System remain the sole property of the Provider. The Client must ensure that no proprietary notices included in the pipGIS® Application System are removed or altered in any way during copying.

5.3. In cases where, in addition to the license for use of the pipGIS® Application System, it is necessary to develop or modify parts of the code that could be considered a separate commissioned work, the Client acknowledges and agrees that all rights, including but not limited to economic copyrights, shall remain fully owned by the Provider and may be licensed to the Client under the conditions set out in the Agreement and Section 3 of these General Terms.

5.4. The Client must immediately notify the Provider upon becoming aware of any unauthorized use of the pipGIS® Application System or Proprietary Information and must take all necessary actions to limit the consequences of such unauthorized use. The Client shall provide all reasonable assistance to the Provider in relation to any actions taken in response and take all necessary steps to prevent future unauthorized use.

5.5. The above acknowledgements and obligations shall remain in full force and effect regardless of the termination of the license for the pipGIS® Application System or the termination of the Agreement.

5.6. For the duration of the contractual relationship, the Client shall have the right and obligation to display the Provider's trademark pipGIS® (registered with the State Intellectual Property Office under number Z20161281) on its official website, solely and explicitly for the purpose of identifying the Provider as the creator and rights holder of the pipGIS® Application System.

6. Warranty and Limitation of Liability of the Provider

6.1. The Provider warrants that the pipGIS® Application System, if not unlawfully altered by the Client or any third party and if used in accordance with the Agreement, will perform the functions described in the documentation provided by the Provider.

6.2. The Provider does not warrant the accuracy of the data entered by the Client or that such data can be transferred to or made compatible with other software solutions used by the Client, unless expressly stated otherwise in the Agreement.

6.3. The Provider does not guarantee that the pipGIS® Application System will function properly on computer equipment and/or operating systems that do not meet the Technical Requirements or the requirements for Designated Equipment, nor that it will work in any combination chosen by the Client. The Provider does not warrant uninterrupted or error-free operation of the pipGIS® Application System, nor that all software bugs will be corrected.

6.4. To the fullest extent permitted by law, the Provider shall under no circumstances be liable for any indirect damages, including but not limited to special, incidental, or consequential damages arising from or related to the Agreement, including but not limited to loss of profit, anticipated savings, costs, expenses, or other claims for compensation due to consequences—regardless of the cause—except in cases of gross negligence or willful misconduct. The Provider shall not be liable for scrambled, destroyed, or lost data or documents, nor for material defects related to the functionality, compatibility, or interoperability of the pipGIS® Application System or the selected Modules.

6.5. The total cumulative liability of the Provider for any claims arising out of or related to the Agreement is limited to the amount of the Service Fee paid by the Client for the use of the pipGIS® Application System.

7. Other Obligations of the Client

7.1. During the term of the license for the pipGIS® Application System, the Client must implement and maintain appropriate security measures when accessing the pipGIS® Application System and protect the Designated Equipment from unauthorized access

and use. The Client must keep the pipGIS® Application System and all its copies under its control at the Usage Location or another secure location in the same country, where backup copies are stored. The Client shall comply with the security protocols and procedures provided by the Provider from time to time.

8. Restrictions on Use

8.1. The Client shall not copy or reproduce the pipGIS® Application System or any part of the Proprietary Information, except for backup purposes, transfer to a backup computer in the event of failure of the Designated Equipment, or for testing purposes. The Client must ensure that no copies exist other than those made for backup or testing.

8.2. The Client shall not, nor allow any third party to:

- a. Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code of the pipGIS® Application System or any part thereof, except where such actions cannot legally be restricted and only in situations explicitly permitted by law;
- b. Modify or create derivative works based on any part of the pipGIS® Application System, especially during implementation;
- c. Adapt, translate, copy, or convert the entire pipGIS® Application System or any part thereof;
- d. Sell, license, sublicense, lease, rent, loan, or otherwise transfer the pipGIS® Application System or any part thereof to third parties;
- e. Use the pipGIS® Application System for any purpose that directly or indirectly violates any law, regulation, authority directive, or court order, or assists in any unlawful activity or undertaking;
- f. Provide access to the pipGIS® Application System, database structures, transaction logic, or relevant know-how and skills.

9. Confidentiality and Personal Data Protection

9.1. In the course of providing the Services, the Provider may gain access to confidential information regarding the Client's business and relationships ("Confidential Information"). Confidential Information refers to any non-public information expressly marked as "confidential," "business secret," "classified," or with a similar designation.

9.2. The Provider shall maintain the confidentiality of Confidential Information and shall not disclose it to any third party, unless permitted by the Client or under these General Terms, except to its own personnel where necessary for the provision of Services. This obligation shall not apply to information that lawfully becomes publicly available.

9.3. For marketing, publication, or sales purposes, the Provider may disclose that it has provided certain Services to the Client and may publicly identify the Client, state the

general nature or category of Services provided, and disclose any information that has lawfully and validly become public.

9.4. The Provider shall comply with data protection obligations under the General Data Protection Regulation (GDPR) and Croatian data protection laws and internal policies. The Provider may collect and process certain categories of personal data for the purpose of delivering the Services and shall act as a data processor in relation to data owned by the Client. The Provider shall be considered the data controller for personal data of natural persons representing or contacting the Provider on behalf of the Client.

10. Anti-Corruption Provisions

10.1. By entering into the Agreement, both parties (the “Parties”) undertake not to engage in or authorize any action that would cause the Parties and/or their affiliated persons to breach any applicable law or regulation related to the negotiation, conclusion, or execution of this Agreement. This includes unlawful payments or gifts, particularly to public officials, government representatives, or their affiliates, family members, or close associates.

10.2. The Parties shall not offer, promise, give, or agree to give, nor accept or agree to accept, any excessive gift or benefit—monetary or otherwise—to or from any employee, agent, or third party acting on behalf of the other Party, in connection with the negotiation, conclusion, or performance of this Agreement.

10.3. The Parties shall promptly inform each other if they become aware of or suspect any act of corruption related to the negotiation, conclusion, or execution of this Agreement.

11. Waiver, Assignment, and Subcontractors

11.1. Failure by either Party to enforce any right under the Agreement or these General Terms shall not constitute a waiver of that right.

11.2. The Client may not assign any rights or benefits (or obligations) under the Agreement to a third party without the prior written consent of the Provider.

11.3. The Provider has the right to engage subcontractors to assist in the delivery of the Services. If subcontractors are engaged, the Provider may share Confidential Information with them solely for the purposes of performing the Agreement. The Provider remains responsible for the work performed by subcontractors as part of the Services.

12. Duration and Termination of the Agreement

12.1. The duration of the Agreement shall be defined within the Agreement. If not specified, it is deemed that the Agreement concerning the development and implementation phase of the pipGIS® Application System ends upon completion of the agreed Services as per Article 2.3. The license and maintenance portion of the

Agreement lasts for one year from the date defined in Articles 2.3 and 2.4 and is automatically renewed for successive one-year periods under the same terms, unless either party provides written notice of non-renewal at least 60 days prior to the end of the current license term.

12.2. The Agreement may terminate through:

- Mutual termination;
- Unilateral termination;
- Dissolution of the Client and/or Provider.

12.3. The Agreement may be terminated at any time by mutual written agreement.

12.4. The Agreement may be unilaterally terminated without cause, only in writing, and only after at least one year from the start of the license and maintenance phase, with a notice period of 60 days. Termination must be delivered via registered mail with return receipt or via the official email address stated in the Agreement. The notice period begins upon receipt of the termination notice. If delivery fails, it is deemed delivered on the date the notice was sent.

12.5. Termination of the Agreement does not entitle the Client to a refund of any fees paid for licenses, maintenance, or Services that have been delivered or initiated.

12.6. The Provider may terminate the Agreement unilaterally and without notice or obligation to issue a prior warning in the following cases:

- If the Client fails to pay any due amount within 60 days of the invoice due date;
- If the Client is late with payment of at least two monthly invoices;
- If there is suspicion or evidence of abuse or corruption involving the Client or its employees;
- If the Client violates or enables a third party to violate any of the Provider's intellectual property rights or Proprietary Information.

Before termination, the Provider may, but is not required to, send a warning and temporarily suspend access to the pipGIS® Application System until the obligations are fulfilled or the breach is resolved.

12.7. The Agreement terminates on the date of official deregistration of either the Client or the Provider. In the event of mergers or acquisitions, the legal successor may assume all rights and obligations under the Agreement.

12.8. Termination shall not affect the rights and obligations of the Parties concerning confidentiality, personal data protection, and intellectual property rights.

12.9. Upon termination or expiration of the Agreement:

- All rights of the Client to use the pipGIS® Application System and related Services immediately cease;
- The Parties must return all exchanged documentation not necessary for the fulfilment of remaining obligations;
- The Client must return or destroy all copies of the pipGIS® software code and provide the Provider with a signed written statement confirming this.

12.10. Without prejudice to Article 12.9, the Provider will permanently delete all Client data entered into the pipGIS® Application System. The Client may export data in machine-readable format before termination or request delivery in digital form, for which the Provider may charge a fee based on developer time per its valid price list.

12.11. For clarity, Client data may be exported in at least one alphanumeric format (e.g., xlsx, csv) and one spatial digital format (e.g., shp, gpkg). The Provider does not guarantee that exported data can be imported into other systems or hosting environments.

12.12. If Services are terminated or suspended due to the Client's fault, the Provider is entitled to charge the Client for all costs incurred up to the moment of termination, as well as a termination fee equal to the remaining value of the Agreement ("Termination Fee") plus VAT (if applicable). In case of non-payment, the Provider may disable access to the pipGIS® Application System and retain Client data until full payment is made, while respecting confidentiality obligations.

13. Severability Clause

13.1. Each clause of the Agreement constitutes a separate and independent provision. If any provision is deemed invalid or unenforceable by a court or competent authority, the remaining provisions shall remain in effect.

13.2. If any part of these General Terms becomes invalid, this shall not affect the validity of the other provisions or agreements based on them. The invalid provision shall be replaced with a valid one that best reflects its meaning and economic purpose.

14. Final Provisions

14.1. The Client must notify the Provider without delay of any change in address or contact details. If the Client fails to do so, any statements delivered to the last known address shall be deemed validly delivered.

14.2. These General Terms come into force upon publication on the Provider's website and notice board. The Provider reserves the right to amend or supplement the General Terms at any time. In case of changes, the Client will be notified via email, the website, through the pipGIS® Application System, or another appropriate method.

14.3. The Client may not refuse to accept amendments to the General Terms that do not change the legal nature of the contractual relationship or compromise the balance of obligations under the accepted offer or Agreement and are the result of aligning with applicable regulations.

14.4. These General Terms and the Agreement shall be governed exclusively by the laws of the Republic of Croatia. Any disputes arising from or in connection with the Agreement shall fall under the exclusive jurisdiction of the courts of the Republic of Croatia.

Promet i prostor d.o.o., Zagreb, March 25, 2025

Appendix 1 – Technical Requirements

To access the pipGIS® Application System, a computer with a supported operating system and a stable internet connection is required.

The pipGIS® Application System is currently accessible via all standardized internet browsers that are no more than five years old. The Provider recommends Google Chrome or Mozilla Firefox.