

I. General Terms and Conditions

1. Scope of application and definitions

- 1.1. These General Terms and Conditions of Sale apply to all UMA service agreements concluded by Technopolis Holding Plc. and companies belonging to the same group of companies with it on the services to be provided at UMA Ozas, address Balčikonio st. 9, 08247 Vilnius, Lithuania.
- 1.2. In these General Terms and Conditions, **Provider** refers to Technopolis Holding Plc. or a company belonging to the same group of companies with it, **Customer** – to the buyer of the Service specified in the Agreement, **Party** or **Parties** – to the aforementioned bodies separately or collectively, **Agreement** – to the UMA service agreement signed by the Parties with which these General Terms and Conditions are associated, **Service** – to the object of sale specified in the UMA service agreement (incl. private office) and any additional services subscribed by the Customer, and **Private Office** – a separately specified UMA Private office room.

2. Entering into an Agreement and entry into force

- 2.1. The Agreement between the Provider and the Customer is executed and valid as of the date when both Parties have signed it.
- 2.2. The Customer confirms and acknowledges that the contact person of the Agreement or person authorized by him/her is entitled to make new service orders and sign agreements concerning additional services on behalf of the Customer.

3. General rights and responsibilities of the Parties

- 3.1. Provider shall perform the services with professional skill, taking into account the agreed schedules and the Customer's other requirements. Service corresponds to what is agreed upon and specified in the service description with regard to contents and quality. The Provider shall carry out customary regular and *ad hoc* maintenance measures at the premises and the Customer is not entitled to reduction of fees based on such measures.
- 3.2. Customer is responsible for the tasks falling under the responsibility of the Customer being carried out as agreed, with due diligence and on time. Customer shall provide the Provider with correct and sufficient information for performing the Services. Customer is responsible for the information and instructions provided to the Provider. Customer is liable to report any defects observed in the Service without delay, however, no later than one (1) week after the Service has been delivered.
- 3.3. At the commencement of the Services, access tokens/keys to the premises are handed over to the Customer or its associated users against receipt and the Customer shall undertake to return them to Provider upon the end of Agreement. In case of non-returning or loss of access tokens/keys by the Customer or its associated user, the Customer shall pay a fee in accordance with Provider's price list in force at each time. Access tokens/keys are personal and they may not be handed over to anyone else.
- 3.4. Customer undertakes to use premises, which it is entitled to use under respective membership, for standard office work purposes only. Customer acknowledges that the premises are used by other users conducting professional and business activities, and the Customer undertakes to refrain from usage that causes such disturbance, harm, hindrance or noise to other users that is not customary or appropriate in similar multi-user office space.
- 3.5. Customer is responsible for maintaining appropriate insurance policy for its business carried out at the premises, including liability insurance. The insurance policy shall also cover losses caused by a third party.
- 3.6. Customer and its associated users are obliged to use customary digital platforms relating to the Service as instructed by the Provider.
- 3.7. Customer shall secure that all UMA Team users are either employed or otherwise engaged by the Customer.

II. Special terms and conditions

4. Prices and terms of payment for Services

- 4.1. The prices charged for the Services are specified in the Agreement. Unless otherwise agreed, the prices specified in the Provider's price list in force at each time apply. Fees are payable irrespective of actual use of the Services by the Customer.
- 4.2. Indirect taxes and fees, such as value added tax (VAT), in force at each time for which the Provider is liable will be added to the fees of the Services. Customer will carry out business at the premises for which VAT is payable. The Provider and/or property owner are liable for VAT on letting of premises. If, as a result of the Customer's independent actions, the Provider and/or the property owner is liable for adjustment of VAT under provisions in the applicable VAT act, the Customer shall fully compensate the Provider for implications caused by the loss of a right to deduct VAT. Further, the Customer shall compensate the increase in costs or damage which arise from the actions of the Customer and which follow from the Provider's and/or property owner's loss of a right to deduct input VAT on running costs.
- 4.3. Provider will adjust the fees of Services annually to correspond the development of the prices of items included in them or based on demand. Provider will inform the Customer of any adjustment in writing a minimum of forty five (45) days prior to the adjustment taking effect, and the Customer has a right to terminate the Agreement upon the adjustment taking effect by informing Seller at least thirty (30) days prior to the adjustment taking effect. Adjustments have no effect on fees for Services delivered prior to their entry into force.
- 4.4. Customer shall pay the price for the Services according to the invoices issued by the Provider. Payments related to the Services will be invoiced in advance, monthly of as agreed with the Customer. Provider shall issue the invoice for the 1st (first) month of provision of the Services and the Customer shall pay such invoice together with the Deposit (if applicable pursuant to the Agreement) before the commencement date of the Services. Customer shall provide to the Provider the confirmation document (copy) of the payment of the price for the 1st (first) month of provision of the Services upon Customer's first visit to the UMA co-working space. One-time services are invoiced in arrears after Services delivery, in which case the term of the payment is fourteen (14) days, unless otherwise agreed by the Parties. In pursuance of invoicing the Provider can charge an invoicing fee, the amount of which is specified in the Services Order.
- 4.5. Provider has a right to require that the Customer provides with a deposit as collateral security for compliance with all of the Customer's contractual obligations equaling to two (2) month's fee for Services (incl. VAT). If required by the Provider, the deposit must be valid at all times during the validity of the Agreement, from the commencement of the term of the Agreement until at least two (2) months after the end of the Agreement. The monetary deposit must be deposited in the Provider's bank account at the latest at the commencement of the term of the Agreement unless otherwise agreed in writing. Customer shall provide a copy of payment confirmation of the Deposit no later upon Customer's first visit to the UMA Workspace. No interest will be paid on a monetary security

deposited in the Provider's bank account.

- 4.6. If the supply of one or several Services is terminated (refused) by the Customer, such termination does not affect the supply of other Services supplied under the Agreement.
- 4.7. If the Customer fails to pay the Provider for the Services delivered under the terms of the Agreement, the Customer, under the demand of the Provider, shall pay a default interest at a rate of 0,04% of the unpaid Service price for every day of delay.

5. Service quality

- 5.1. Provider ensures that the Services delivered to the Customer corresponds to the contents and quality agreed by the Parties. As part of some services, the Provider offers also environmentally friendlier options.
- 5.2. Customer is liable to report any defects observed in the Service without delay, however, no later than one (1) week after the Service has been delivered.

6. Documents and rights

- 6.1. Any drawings, plans, and documents, and all associated rights, including intellectual property rights, required for the Service or emerging as a result of the Service that the Customer and the Provider transfer to each other before or after entering into the Agreement or develop as part of the Service remain the property of the transferor. The recipient may not use the obtained drawings, plans, documents or associated rights for any purposes other than those agreed upon in the Agreement or disclose information on them to third parties without the consent of the transferor. However, the Provider has the right to transfer the Customer's drawings, plans or documents to its subcontractors to the degree deemed necessary for the production of the Service. Each Party is responsible for the accuracy of the drawings, plans, and documents, and the information on which they are based, which are submitted by the Party in question.

7. Delivery time and delays

- 7.1. Provision of the Services will begin at the time agreed upon by the Parties. Unless a specific commencement date has been agreed upon, the provision of the Services will begin within a reasonable time following the entry into force of the Agreement complying with the Provider's standard practice.
- 7.2. When the Provider discovers that the Provider is unable to comply with the agreed delivery time or such a delay seems probable, the Provider must inform the Customer of the reason for the delay and a new delivery time in writing and without delay. For the avoidance of doubt the Parties hereby agree that if the Provider has informed the Customer not later than three (3) calendar days prior to the delivery time regarding possible delay or inability to provide one-day Service on the time agreed, the Provider shall not pay any compensation for the Customer due to such delay or non-delivery of one-day Service.
- 7.3. Customer shall be entitled to cancel an order for certain Services as provided in the Agreement.

8. Business WLAN

- 8.1. Provider provides a wireless network service for internet's secure use as a member and guest service in accordance with UMA service description in force from time to time ("Service" under this section 8 refers only to wireless network service). A wireless network service is provided from network built up to UMA workspace. Customer's responsibilities include using Service according to all applicable laws and decrees and regulations issued by the authorities. Customer may only use the Service for its intended purpose and in accordance with the instructions of the Provider or its subcontractors. Customer must act in such way that it will not lead to disturbance or damage to the Provider, its subcontractor(s), such as the network operator, or other users. Customer must neither transmit the traffic of a third party through its connection into Provider's Service nor distribute Provider's Services outside Customer's organization without separate written agreement with the Provider. Customer is responsible for ensuring that the data and material transferred in the Service does not infringe copyright, trademark, business name or other third-party intellectual property or other proprietary rights. Customer can also buy additional internet services from the Provider, such as dedicated internet or custom solutions. All the additional internet services must be agreed separately by signing the Service Order.

- 8.2. Customer acquires, at its own expense, all equipment, software and connections needed for using the Service and is also responsible for their settings and working order in the case when he does not order dedicated internet solutions as additional service from the Provider. Customer is also responsible for ensuring that it do not cause any damage or interruption to Provider's communications network operation or internet network traffic. Customer is responsible for damages negligently caused to the Provider's communication network, Provider's equipment or software used to provide the Services.

- 8.3. Customer is responsible for the protection and the level of data security of Customer's own computer, data system, intranet and other similar IT equipment or system and software and for all other security mechanisms and data security of the connection. Customer is responsible for any consequences of insufficient data security or damages caused negligently to the Provider, other users or third parties by computer viruses and other such things brought into Provider's network by the Customer unless otherwise expressly agreed in writing.

- 8.4. Provider is entitled to implement the Service in a way it deems fit, and to use subcontractors in implementing it. Provider is not responsible for the suitability of the Service to Customer's intended purpose of use, and it does not guarantee the uninterrupted functioning of the Service due to the nature of the Service. Provider constantly strives to develop its Services. Provider is entitled to make changes that affect the technology and use of the Service. If an amendment to the Service causes an interruption, the Provider will aim to minimize the inconvenience to the Customer and will take any measures it deems necessary. Provider is not responsible for any inconvenience or damage caused by the above measures or changes to the Customer's equipment or software. Provider will strive to notify the Customer of such changes within a reasonable time in advance.

- 8.5. In addition to what is stated elsewhere in these General Terms and Conditions of Sale, force majeure event includes the defectiveness or delay of telecommunications connections or devices acquired from or held by a third party, cable damage caused by a third party or other unusual reason that is out of the control of the Parties and has equivalent impact.

9. Special terms and conditions of use of the Private Office and UMA Move memberships (only if incl. Private Office) (does not apply to UMA Access, Access+ or Team memberships)

- 9.1. Customer has familiarized itself with a Private Office and the related equipment, or with regard to a building under construction, its

planned equipment, and approves their suitability for its use as an office room. Right to use a Private Office is as a starting point provided on 24/7 basis, however, this being subject to possible restrictions in the local property. A Private Office may be used for standard office work purposes only.

- 9.2. Subject to Provider's prior written consent and using Services provided by the Provider, the Customer may attach such business signs, stamps or similar in or outside Private Office as separately specified by the Provider and subject to a separate fee becoming payable concerning the installation works by the Provider. Customer may not perform any fit-outs or attach any other items to any floor, ceiling, wall, door or furniture of or otherwise perform any fit-outs at the Private Office, unless otherwise agreed with the Provider in writing. Unless otherwise agreed with the Provider in writing, the Customer (i) shall be liable for restoration of any Customer's fit-outs or attached items related to the Private Office performed for the Customer prior to or during the term of the Agreement, and (ii) is not entitled to compensation regarding any modifications or improvements performed for or by the Customer to the Private Office under the Agreement.
- 9.3. Provider arranges regular cleaning of the Private Office with its partner to ensure a well-functioning working environment. The cleaning service aims to keep the Private Office in presentable condition and promotes comfort, cleanliness and safety of the Private Office.
- 9.4. Customer must inform the Provider of any observed defects, disturbances or need for repair or maintenance work concerning the Private Office without delay, and correspondingly the Provider undertakes to carry out necessary inspections and small repair and maintenance measures without delay from the receipt of the notice from the Customer. Provider will inform the Customer in advance on a regular maintenance work. Customer is not entitled to a reduction in fee due to inspections or repair or maintenance works related to the Private Office.
- 9.5. Customer shall waive its possible right to apply the registration of its rights under this Agreement to any local registry. Customer irrevocably waives its possible right of first refusal under applicable legislation to enter into an agreement with Provider concerning the Private Office after expiry of the Agreement.
- 9.6. Not later than on the last day of the term of the Agreement, a Private Office must be surrendered to Provider emptied and in the condition it was when moving in, with the exception of normal wear and tear of the premises. Unless otherwise agreed in writing, the Customer shall be liable for restoration of any Customer fit-outs and attached items related to the Private Office performed for or by the Customer prior to or during the term of the Agreement (e.g. holes in the wall, removal of walls). The Parties may agree to inspect the Private Office prior to the end of the Agreement to assess the condition of the Private Office and possible restoration obligation, otherwise the Provider will inspect the condition of the Private Office on the day of move-out or thereafter. Customer has a right to take part in the inspection of the condition of the Private Office. Any restoration measures whether carried out during or after the term of the Agreement shall be carried out by the Provider at a cost of the Customer.

IV. Other terms and conditions

10. Non-disclosure & data protection

- 10.1. The Parties undertake to keep confidential any material and information received from one another that is either marked as confidential or that should be understood to be confidential, and to refrain from using it for any purpose other than that of fulfilling the Agreement between the Parties. However, publicly available information or information that one Party possessed before it was disclosed by the other Party, which the other Party has received from a third party without a breach of confidentiality or the party is obliged to disclose under a compelling act, decree, regulation issued by the authorities or decision of a court of law, is not considered as confidential information.
- 10.2. However, the Provider has the right to disclose information received from the Customer to its subcontractors insofar as is deemed necessary to meet the contractual obligations of the Provider. The Parties must immediately stop the use of confidential material and information received from the other Party and return or destroy such material with all copies at the request of the other Party when the Service Agreement expires or when the Party no longer needs the material and information for the purpose of fulfilling the Agreement. However, both Parties are entitled to keep copies required by law or regulations issued by the authorities.
- 10.3. The Agreement with its appendices is confidential, and it or its contents may not be disclosed or otherwise brought to the attention of a third party without the consent of the other Party. Provider is, however, entitled to use as a reference general information on the fact that the Provider is offering services to the Customer and Parties are, however, entitled to use the Agreement for purposes of official legal remedies available under applicable law.
- 10.4. The rights and obligations related to items 10.1, 10.2, and 10.3 shall survive the termination of the Agreement.
- 10.5. Customer represents and warrants and is liable for having the necessary rights and/or consent to let the Provider to process the personal data of itself or its employees or other representatives. Parties represent and warrant and are liable in their roles as controller (Customer, as applicable) and the processor (Provider) in accordance with the applicable data protection legislation in force from time to time. The processing of personal data is agreed in more detail in the annex "Processing of Personal Data at Technopolis" attached to this Agreement.

11. Force Majeure

- 11.1. A Force Majeure Event refers to such an exceptional and influential event that it prevents fulfilling the contract correctly; that has occurred after signing the contract; that is independent of the Parties; and that is something the Parties could not have considered when concluding the contract nor prevent it without undue additional costs or unreasonable waste of time. Such an occurrence may be, for example, war, rebellion, internal unrest, confiscation by an authority or seizure for the public good, bans on import and export, natural phenomena, termination of public transportation or energy supply, extensive labor dispute or fire or some other equally effective and exceptional reason which is independent of the Parties.
- 11.2. A delay on the part of a subcontractor is considered force majeure only if the subcontractor's delay is caused by an obstacle referred to in item 11.1.
- 11.3. If there is a delay in fulfilling the contractual obligations due to the reasons stated in items 11.1 and 11.2, the time for fulfilling the obligations will be continued for as long as is reasonable taking into account the circumstances affecting the matter.

12. Subcontracting and transferring the Agreement

- 12.1. Provider has the right to use subcontractors without notifying the Customer.
- 12.2. Customer is not entitled to assign, transfer the Agreement or to sublease or forward it without Provider's written consent. The aforementioned restriction also applies to the assignment of the Private Office, wholly or partially, to a third party as well as assignment of the membership rights in conjunction with a transfer of business. In the event Provider consents to the transfer of the Agreement, the Customer is responsible for ensuring that the transferee undertakes the Customer's obligations under the Agreement.
- 12.3. Provider has the right to transfer the Agreement wholly or partially to a third party without the consent of the Customer.

13. Term and termination of the Agreement

- 13.1. The term of the Agreement is fixed as set out in the Agreement, unless a specific service description provides otherwise. The commencement of the term is defined in the Agreement and, unless otherwise agreed, it is valid until and including the last day of the calendar month (i) that goes next after the month on which the term has started, i.e. the term shall in no way be less than thirty (30) days for UMA Access, Access+ and Team memberships, and (ii) that goes second after calendar month on which the term has started i.e. the term shall in no way be less than sixty (60) days, for UMA Private and Move memberships ("Initial Period"). The Agreement will remain automatically valid after Initial Period each time by (i) one (1) calendar month with respect to UMA Access, Access+ and Team memberships and (ii) two (2) calendar months with respect to UMA Private and Move memberships ("Extension Period").
- 13.2. Either Party has the right to terminate the Agreement with immediate effect if the other Party (i) substantially breaches the terms and conditions of the Agreement and has not rectified the breach within fourteen (14) days of receiving a written request from the other Party; or (ii) is declared bankrupt or placed into liquidation. For the sake of clarity it is stated that delay in payment of Service fee is always considered substantial breach of Agreement.
- 13.3. Provider has the right to terminate the Agreement with immediate effect or discontinue the delivery of Services for the duration of the delay if the Customer neglects to pay any contractual fees.
- 13.4. If a Party terminates the Agreement pursuant to this section 13.2 or 13.3, the Provider is entitled to charge the payments from the Customer accrued prior to termination of the Agreement and payments to be accrued during any remaining fixed term of Agreement at the time of early termination.

14. Liability

- 14.1. Provider is not liable against the Customer for any indirect costs and/or damage or direct damage that cannot be reasonably foreseen. Provider is not liable for items, parts or supplies owned by the Customer that the Customer has handed over to the Provider for storage or another purpose unless separately agreed in writing.
- 14.2. The liability of the Provider is limited to (i) a fee of three (3) months (excl. VAT) for the Service that the breach of Agreement concerns and (ii) a one-time fee for the Service, for one-off Services.
- 14.3. Provider is not liable for damage, occlusion, quality fluctuations or other disturbances or obstacles occurring in electricity, telephone, communications, sewers, water or heat networks, or any resulting damage, including damage to the Customer's business activity, property or third-party property located in the Customer's premises.
- 14.4. Customer is liable for all damage caused by the Customer to third parties, including other users of the premises or building, in accordance with applicable legislation.
- 14.5. Customer is not entitled to reduction of the service fee for obstacles to or infringement of the right of the user in consequence of the property owner or Seller allowing work to be done in order to carry out customary maintenance of the premises or the property.
- 14.6. In addition, with regard to the Customer's liability, provisions in possible documents appended to the Agreement regarding provision of the Services will also apply.

15. Applicable law and disputes

- 15.1. The applicable law of the Agreement and the relations between the Parties arising from this Agreement, including the issues of conclusion, validity, invalidity and termination of the Agreement, is the law of the Republic of Lithuania. Parties agree to resolve any disputes arising from the Agreement primarily through negotiations. If the matter cannot be resolved by the Parties through negotiations within thirty (30) days of the commencement of the negotiations, the dispute will be settled shall be settled in a court with territorial jurisdiction over the location of the building the Service is provided, according to the Lithuanian laws.

16. Other terms and conditions

- 16.1. The Agreement between the Parties and its appendices constitute the entire agreement between Parties, superseding any previous discussions and correspondence on the services between the Parties.
- 16.2. The Agreement documents are complementary. If the provisions of the Agreement documents are in conflict, the Agreement documents will be applied in the following order: (i) UMA Agreement between the Customer and the Provider; (ii) UMA Service Description and service description as well as special terms and conditions of additional services ordered by the Customer (if any), (iii) these General Terms and Conditions of Sale and amendments thereto; (iv) other appendices to Agreement between the Customer and the Provider. Notwithstanding the foregoing, annex on Processing of Personal Data shall be primarily applied in its area of application in the Agreement.
- 16.3. All notifications concerning the fulfillment of Agreement will be made in writing, by e-mail or a similar method using the contact details specified in the Agreement.
- 16.4. Provider shall have the right to change any service description(s) and general or special terms and conditions concerning the Agreement by giving a notice thereof at least forty five (45) days prior to such change enters into force, and the Customer shall have the right to terminate the Agreement upon the change taking effect by informing Provider at least thirty (30) days prior to the change taking effect.