TERMS OF USE

This Terms of Use is concluded by **Footprints for Retail SRL,** a Romanian legal entity, having its headquarters in Bucharest, District 2, 19 Nicolae G. Caramfil Street, Room 16, 2nd Floor, registered with the Romanian Trade Registry under no. J40/17113/2017, VAT Code no. RO38324578 (hereinafter "**Footprints for Retail**" or "**Footprints AI**") duly represented by the administrator The Digital Voyager SRL.

1. DEFINITIONS

"**Confidential Information**" means all information, in whatever form, that is not generally available to third parties or the public, including without limitation, all research, data, specifications, technical information, devices, concepts, compilations, programs, designs, tooling, plans, drawings, prototypes, models, documents, recordings, instructions, manuals, papers, business practices and strategies, financial information, business plans, know-how, inventions (whether patentable or not), techniques, processes, methods of doing business, software, personnel data, contracts, purchase requirements, forecasts and market strategies, data on equipment sold and serviced, plans production processes, product specifications and formulas, methods, technical and product bulletins, surveys, research and development programs, sales reports, or other materials, of any nature or embodiment whatsoever written or otherwise, relating to this Agreement, as well as the existence of this Agreement and its terms and conditions;

"**Fault**" means any incident occurred with respect to the Software, categorized by gravity, in descending order, as follows: *(i)* **critical** – severe disturbance that impacts the use of Software. The situation halts the business operations and no procedural workaround exists (*e.g.* total fail of a system, partial fail of a system resulting in failure to Client's services, loss of data from the system); *(ii)* **major** –an incident where the Software is functioning but its use is severely reduced. The situation is causing a high impact to portions of the business operations of the Client and no procedural workaround exists (*e.g.* important part of the system out of order); *(iii)* **medium** – an incident that involves partial, non-critical loss of Software's functionality. There is a medium-to-low impact on the business of Client, but the business continues to function, including by using a procedural workaround (*e.g.* small part of the system out of order) and *(iv)* **minor** – a general operation issue, question, reporting of a documentation error or recommendation for a future product enhancement or modification. There is low-to-no impact on the business of Client or the performance of functionality of the Software.

"**Infrastructure**" means collectively all software and hardware requirements (*e.g.* virtual machines) which are necessary for installation and optimal operation of the Software;

"**Installation Services**" means any installation and setup operations necessary for making the Software ready for use by the Client and to be effectively used, as described in the Product Setup Workflows included in Annexes and in any further instructions and guidelines provided by Footprints AI.

"**Intellectual Property Rights**" means any registered and unregistered rights in inventions, patents, patent applications, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, and other trade secrets rights, and all other proprietary rights, derivatives thereof, and all forms of protection of a similar nature under any applicable law, anywhere in the world;

"**Purchase Order**" means the purchase order provided to the Client and which may be placed any time during the Term of the Agreement for the purpose of ordering the individual Software Modules which will included in the subscription, as well as to determine the duration, terms and the payment conditions for each individual module, if the case. Any subscriptions purchased by the Client may be amended or supplemented with new Software Modules by signing additional Purchase Orders, which will become an integral part of this Agreement.

"**Software**" means collectively the Footprints for Retail software suite, a software solution developed by Footprints AI, consisting of individual modules (hereinafter referred to individually as "**Software Module**"),

as described in the Annexes, including any other modules, custom libraries, embedded applications and other customizations and/or updates in the source code, irrespective of the mode of deployment, whether it is installed on premise or provided as a cloud software application (*Software as a Service - SaaS*). The features, functionality and technical specifications of each individual module included in the Software are described in the Software Documentation included in Annexes to this Agreement;

"**Software Documentation**" means any information, whether in printed form or otherwise, including, without limitation, any requirements manual, technical manual, user manual, instruction manual or any other such information related to the Software, included in Annexes to this Agreement;

"**Reseller**" means the entity that has contracted directly with Footprints for Retail to resell Footprints to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to Footprints.

2. USE OF THE SOFTWARE

2.1. The purpose of this Terms of Use is for Footprints for Retail to provide with the right to use the Software and the Software Documentation as described in this Agreement and in the Annexes which are an integral part of the Agreement.

2.2. For the avoidance of doubt, the Client is solely responsible for the installation and other setup operations required for the use of the Software. At the request of the Client, Footprints AI may provide additional services.

3. USAGE LIMITATIONS

3.1. The Client undertakes to follow the Software Documentation, as provided in Annexes, as well as any guidelines or policies associated with the Software. In this respect, the Client shall not misuse or interfere with the Software or try to access the Software using a method other than the interface and the instructions and indications provided herein and in the Software Documentation.

3.2. The following actions are restricted to the Client while accessing or using the Software:

3.2.1. to access, tamper with, or use non-public areas of the Software or Footprints AI's Infrastructure;

3.2.2. to import or copy any local files or data to which the Client does not have the legal right to import or copy in this manner;

3.2.3. to distribute, modify, sell, lease, engineer, reverse engineer, decompile or disassemble the Software or any portion thereof, except to the extent permitted by the applicable law or with Footprints AI's written approval;

3.2.4. to probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures implemented by Footprints AI;

3.2.5. to access the Software by any means (automated or otherwise) other than through the currently available, published interfaces which are provided by Footprints AI;

3.2.6. to interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming the Software;

3.3. In any case, the Software should be used according to Footprints AI's instructions regarding the security measures, as described in Annexes referring to the Software Documentation, by connecting with a username and a password. The Client shall not provide access to any third party and will closely observe any other user access limitation imposed by this Agreement or any other instruction of or agreement concluded with Footprints AI. For the purpose of this limitation third party includes any individual other than the one explicitly designated to use the user.

4. **SOFTWARE UPDATES AND OPTIMIZATIONS**
    4.1. The Client acknowledges and agrees that Footprints AI may provide regular Software updates for the purpose of optimizing the Software, improving security, complying with laws and regulations and ensuring an overall better user experience, at no additional cost to the Client.

5. **SOFTWARE INSTALLATION**
    5.1. If the use of the Software by the Client requires installation and other setup services, such Installation Services may be provided by Footprints AI, by Reseller or any other authorized company upon order by the Client. Installation Services are an additional service, separate from the rights granted by Footprints AI to the Client for an additional price agreed by the Parties in the Purchase Order.

6. **TERM**
    6.1. This Agreement shall become effective upon execution and shall remain in effect for a period of 3 (three) years.

7. **PRICE**
    7.1. In consideration of the rights granted under this Agreement, the Client hereby undertakes and agrees to pay Footprints AI, a fee in the amount of and under the terms provided in the Purchase Orders.
    7.2. Recurrent fees (subscriptions) shall be payable starting with the subscription start date provided in the Purchase Orders and shall be paid in accordance with the payment terms agreed in the Purchase Orders. Single-time fees, if any, shall become payable in the term and under the conditions provided in the Purchase Order or in the invoices issued by Footprints AI.

8. **INTELLECTUAL PROPERTY**
    8.1. Footprints AI warrants and represents to the Client, as a continuous warranty throughout the duration of the Agreement that it owns all Intellectual Property Rights related to the Software and holds all necessary licenses to perform its obligations under this Agreement.
    8.2. The Client hereby grants Footprints AI a license to use, reproduce, modify and/or distribute any content protected by Intellectual Property Rights and uploaded, received, stored or otherwise made accessible through the Software, strictly for the purpose of providing access to the Software.

9. **TERMINATION**
    9.1. Notwithstanding any other provision of this Agreement, the Client may terminate this Agreement, without the intervention of a court and without any other formality, by delivering a written termination notice to Footprints AI, if such Footprints AI does not perform any of its obligations under this Agreement, including its Annexes, and has not remedied such breach within 30 days after the receipt of the written notice.

10. **LIMITATION OF LIABILITY, INDEMNITIES & PENALTIES**
    10.1. To the fullest extent of the applicable law, Footprints AI shall not be liable to the Client for: *(i)* any failures and/or errors in the services provided by third parties in relation to the Software, including but not limited to any providers of cloud services, hosting platforms etc., *(ii)* any malfunction caused by the Client's Infrastructure or due to its inability to provide diligent and competent users.
    10.2. To the fullest extent of the applicable law, the maximum aggregate liability of Footprints AI to the Client under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to the total amount of the fee paid or payable by the Client.
    10.3. The Parties must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other Party under or in connection with the Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. This Agreement and any disputes or claims arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Romania, without giving effect to any choice or conflict of law provision or rule that would trigger the application of the laws of another jurisdiction.

11.2. Any dispute arising out of or relating to this Agreement, including with respect to the conclusion, performance, breach or termination shall be settled by the Parties by good faith negotiations. Should such a settlement not be possible, the dispute shall be settled by the Romanian courts of law.

_____

By: _____

In his/her capacity of _____

Signature

_____

Date

_____