General Terms and Conditions of Procurement RSIMS APPS

§ 1.
[Definitions]

1. Whenever the following terms are used in the General Terms and Conditions of Procurement, they shall read as follows:
   a. Application - RSIMS Apps web/internet application, which is a Predictive Maintenance class solution that enables the viewing and analysis of the Facility's sensor data in the context of detecting anomalies that may indicate abnormal operation of the Facility leading to failure. The application consists of several independent Application Modules;
   b. Price List - a statement of the fees charged by the Service Provider for the services provided which is the basis for the calculation of the Remuneration;
   c. KC - Act of 23 April 1964 Civil Code;
   d. Customer - a natural person, an organizational unit which is not a legal person and to which the law confers legal capacity, or a legal person who, in the course of its business, has placed an Order and for whose benefit the Services are provided;
   e. Account - the Customer's profile functioning in the Application;
   f. Application Module - RSIMS Apps functionality that is an independent sub programme. The application has four modules: Anomaly Detection, RuL (Remaining Useful lifetime), Correlations, CPD (Change Point Detection);
   g. Facility - Monitored Customer Asset;
   h. Offer - a document specifying, among other things: Object, the method of integration of the Object's data with the Application, the Services to be provided, the stages and schedule of implementation, the Price List, the Remuneration and the payment schedule, the terms and conditions of the offer (including the T&Cs). The offer may be in documentary form (including e-mail) or in writing. The offer is the basis for placing an Order;
   i. General Terms and Conditions of Order/OWZ - these general terms and conditions of order, which detail the rules of the submitted Offer, as well as the rules for the provision of the Services;
   j. Application Data Point - the configuration in a given Application Module of a measurement point of the Facility, at whereby if a given measurement point is used in two Application Modules, then the total number of Application Data Points is two;
   k. GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation);
   l. Sub-Account - an auxiliary account of the Customer's Account, which is part of the Account, established on the Customer's instructions for individuals who work with the Customer;
   m. Services - the services provided by the Service Provider to the Customer, which may consist of: Application Service, Analytical Support Service, Additional Services. The individual Services are indicated in the Offer;
   n. Application Service - a service for viewing and analyzing Measurement Point readings;
   o. Measurement Point - a telemetry device for measuring the physical characteristics of the Facility (pressure, temperature, vibration, etc.);
   p. Additional Services - any other services that are not included in the Application Service and Analytical Support Service;
   q. Analytical Support Service - a service consisting of analytical support for the Customer by the Service Provider, including configuration of the solution, creation and calibration of analytical models, data labeling, supervision of correct data collection, advice on telemetry, interpretation of the Application indications; as well as development of procedures enabling the implementation of the Predictive Maintenance strategy ;
   r. Service Provider - RELIABILITY SOLUTIONS sp. z o.o. with its registered office in Krakow, ul. Królewska 57, 30-081 Krakow, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Krakow - Śródmieście in Krakow, XI Economic Department, under KRS number: 0000509987, NIP: 945-21-79-373, REGON: 123120559, amount of the share capital: PLN 195,500.00;
   s. USUDE - Act of 18 July 2002 on the provision of services by electronic means;
   t. Remuneration - the Service Provider's remuneration for the services provided to the Client as indicated in the Offer.
   u. Order - a document from the Customer constituting a formal acceptance of the Offer, authorizing the Service Provider to commence the provision of the Service. The Order may be in documentary form (including e-mail) or in writing. The Order consists of, among other things, the name and address of the Customer, the Customer's VAT ID, the details of the project manager, the e-mail addresses of the Customer's co-workers.

§ 2.
[General provisions]

1. The GTCs together with the Offer set out the rules for the provision of the Services.
2. The Administrator of the Application is the Service Provider.
3. For the purpose of commencing the Services, the Customer places an Order based on the Offer received.
4. By placing an Order, the Customer accepts the GTCS. Before each use of the Services, the Customer is obliged to read the GTCT.
5. The Service Provider and the Client shall designate project managers to coordinate the provision of the Services. The Service Provider's project manager is indicated in the Offer. The Client's project manager is indicated in the Order. If the Client does not indicate a project manager, it is assumed that this function is performed by the person to whom the Offer was addressed.
6. The Customer or the Customer's project manager is entitled to place further orders, in documentary form (including email) to the address of the Service Provider's project manager. The provisions of the GTCs shall apply accordingly to such orders.

§ 3.
[Technical requirements]

1. The Application is located on the Provider's server in the cloud. In order to use the Application, it is necessary to have an electronic device with access to the Internet and a Firefox, Chrome, Safari, Opera or similar browser and a Windows, Linux, OSX, Android, iOS or similar operating system. The use of all the possibilities and functions of the Application may depend on the installation of other software and requires the acceptance of cookies.
2. The Customer is required to have an active email account for the duration of the Services.
3. The Application can be used via an Account.
4. The Service Provider creates a Customer Account by forwarding the Account details to the Customer's email address.
5. Within the Account, the Customer may use a number of Sub-accounts as indicated in the Offer. Sub-accounts are created by the Service Provider by forwarding the details of the Sub-account to the Customer's email address.
6. The server on which the Application is located is at a location selected by the Service Provider. In the course of providing the Services, the Service Provider is entitled to change the location of the server, without having to obtain additional consent from the Client.
7. Technical interruptions as a result of actions resulting from the need to expand, change or otherwise modify the Application may interrupt the availability of the Application and thus the provision of the Services may not be possible. The Service Provider shall notify the Client of the intended work, taking into account the Client's interest to ensure that the work is as little disruptive as possible. The aforementioned circumstances do not entitle the Client to request a reduction of the Remuneration.

§ 4.
[Application Service]

1. The Application Service is provided in Software-as-a-Service format. The Application may be implemented by the Service Provider on the infrastructure indicated by the Customer (on-premise) as part of Additional Services. In such an event, the Customer shall enable the Service Provider to access the Application remotely, e.g. via a VPN tunnel.
2. The start date of the Application Service is indicated in the Offer.
3. The Customer may use the Application Service 7 days a week, 24 hours a day.
4. The Customer is obliged to perform the configuration itself, unless otherwise indicated in the Offer.
5. The Customer must provide all data to the Application as indicated by the Service Provider. Failure to submit data, submission of false or incomplete data may affect the Application Services.

§ 5.
[License]

1. The Service Provider grants the Customer a non-exclusive license to use the Application to the extent necessary to perform the Application Service. The license does not include the right to use the Application beyond the scope described above, including:
   a. the right to make translations, adaptations, rearrangements or any interventions in the source code or interface;
   b. the right to decide to make changes and modifications to the Application, including the right to decide to compromise the integrity of the Application;
   c. the right to decompile and test the functionality of the Application, including for the purpose of translating the form or multiplying the content of the Application source code;
   d. the right to make the Application available to third parties, unless this is necessary for use in accordance with the scope of the license.
2. The license is granted in the territory of the country in which the Customer is established.
3. The remuneration indicated in the Bid includes the remuneration for the granting of the license.
4. The license is granted for the duration of the Application Service .

§ 6.
[Analytical Support Service]

1. The Analytical Support Service is provided in terms of Data Points in the Application for the Remuneration indicated in the Offer.
2. The start date of the Analytical Support Service is indicated in the Offer.

§ 7.
[Additional Services]

If the Client chooses to provide the Services via equipment rented from the Service Provider to the Client, a separate protocol will be drawn up for the handover of such equipment. The Client may not use the Equipment for any purpose other than the use of the Services. The rent for the rented equipment is indicated in the Offer.

§ 8.
[Remuneration]

In connection with the provision of the Services, the Service Provider will issue VAT invoices in accordance with the rules set out in the Offer.

§ 9.
[Service provision period]

1. The Application Service and the Analytics Support Service shall be provided for 12 (in words: twelve) months from the date of commencement unless otherwise indicated in the Offer.
2. The Additional Services shall be provided for the period indicated in the Offer, unless their provision is necessary for the provision of the Application Service or the Analytical Support Service. In that case, the Additional Services shall be provided for the duration of the Application Service or Analytical Support Service.
3. The Customer has, until the end of the 9th (in words: ninth) month of the provision of the Application Service or Analytical Support, the right to cancel the use of these services effective at the end of the 12th (in words: twelfth) month of cooperation. If no declaration is made by the indicated deadline, the Service will be provided for the following 12 (in words: twelve) months.
4. After the expiry of the first 12 months of the Services, any discounts, rebates and concessions indicated in the Offer shall not be accrued for subsequent periods of the relationship.
5. The Service Provider may resign from providing the Services to the Customer by giving the Customer one month's notice, expiring on the last day of the month, which is equivalent to the termination of the Services.
6. The Service Provider may terminate the provision of the Services without notice for valid reasons, in particular if the Client is in default of payment for a period of 2 months or the Client is in breach of the rules of use of the Application.
7. The provision of the Services may be suspended if, as a result of force majeure, the Service Provider is unable to provide the specified parameters of the Services. If the force majeure preventing the provision of the Services lasts for more than 1 month, either party may terminate the provision of the Services without notice. However, force majeure shall not be understood as changes in economic or business conditions.

§ 10.
[Responsibility]

1. The Service Provider shall not be liable for any damage to the Client or third parties directly or indirectly related to the performance of the Services. In particular, the Service Provider shall not be liable for any decisions made by the Client based on them.
2. The Service Provider shall not be liable for any lost profits of the Client directly or indirectly related to the Services, in particular the Service Provider shall not be liable for the use of the Application in an improper or unlawful manner.
3. In any event, the Service Provider's liability is limited to wilful misconduct only.
4. In the event that the Services are terminated as a result of the Client's termination in breach of a provision of the Offer or the GTC, in particular if the termination occurred without a valid reasonNot , the Service Provider shall be entitled to claim from the Client a contractual penalty in the amount of the Remuneration that would have been earned by the Client if the termination had not occurred. The Service Provider is entitled to claim from the Client compensation exceeding the amount of the reserved penalty.

§ 11.
[Complaint procedure]

1. The Customer has the right to make complaints about the provision of the Services.
2. Complaints must be made in writing within 14 days of the grounds for the complaint arising to the Service Provider's registered office address or electronically to the email address: support@reliasol.ai In the content of the complaint, the correspondence address or e-mail address, a description of the irregularities found and the expected manner of settling the complaint should be indicated. The Service Provider may request the Client to provide additional information necessary to consider the complaint.
3. The Service Provider is obliged to respond to a complaint submitted by the Client within 2 working days. The Service Provider shall consider the complaint within 30 (thirty) days from the date of receipt of the complaint. In justified cases, the Service Provider may extend the time for consideration of the complaint.
4. The Service Provider will notify the Client of the handling of the complaint by e-mail to the e-mail address provided in the application or by post or courier service to the traditional address provided in the complaint application.
5. The resolution of a complaint in a manner other than that expected by the Customer does not deprive the Customer of the right to take legal action, however, exhaustion of the complaint procedure is required in order to take legal action.
6. In addition to the judicial route, the Customer may make use of out-of-court complaint and redress procedures.

§ 12.
[Confidentiality]

1. The parties undertake to keep confidential all information in connection with the provision of the Services and not to disclose to third parties, without the prior consent of the other party, any data and information obtained in connection with the performance of the Services for the duration of the cooperation, as well as for a period of 36 months after its termination, for whatever reason.
2. The obligation of confidentiality applies to all information, even if it does not bear an additional mark indicating that the information is confidential.
3. The Service Provider is entitled to disclose the fact of the Parties' cooperation for marketing and advertising purposes (e.g. in the form of a case study) together with the Client's logo and trademark, to which the Client agrees.

§ 13.
[Data processing]

1. In connection with the provision of the Services by the Service Provider, the Service Provider shall be entitled to process the data of Clients who are natural persons necessary for the provision of the Services. The Service Provider shall process the following data: TIN, first and last name, registered office address, correspondence address if different from the registered office address, electronic address of the Client.
2. In the case of a Client who is not a legal person, an organizational unit which is not a legal person and to which the Act grants legal capacity, or a Client who cooperates with other persons, the Service Provider processes the data of the persons cooperating with the Client. In this case, the Service Provider processes the following data: name and surname, e-mail address.
3. The administrator of the personal data is the Service Provider.
4. The controller can be contacted via email at support@reliasol.ai or in writing at the address for all matters concerning the processing of personal data and the exercise of rights related to data processing.
5. Data of Customers who are natural persons is processed on the basis of Article 6(1)(b) GDPR, and 18(1) USUDE, i.e. for the purpose of creating an account and, once created, for the purpose of operating and providing the Services.
6. The data of the persons cooperating with the Client is processed on the basis of Article 6(1)(f) of the GDPR, as this is necessary for the Service Provider's legitimate interest of providing the Services to the Client and the assertion of claims. The Client is obliged to inform the persons cooperating with him about the processing of personal data by the Service Provider.
7. Data of Customers or persons cooperating with them may also be processed on the basis of Article 6(1)(c)of the GDPR, when the processing is necessary for the fulfillment of a legal obligation incumbent on the controller to transfer the data to third parties or entities authorized by law, i.e. in particular public authorities and others entitled to request access to such information or to assert claims.
8. If consent has been given to process the data for the purpose of sending commercial information, personal data will be processed on the basis of Article 6(1)(a) of the GDPR.
9. The Service Provider will process personal data for the period necessary to fulfill the purpose for which they were collected, including the period resulting from the limitation period for possible claims.
10. For the proper provision of the Services, the Service Provider has the right to transfer data:
    a. to authorized persons, i.e. employees and associates, whose access to the aforementioned data is necessary for the performance of their duties;
    b. to persons or entities authorized by law, i.e. public authorities and others entitled to request access to such information;
    c. to processors with whom the Service Provider has entered into appropriate contracts;
    d. other recipients of the data, e.g. banks, couriers, law firms entrusted by the Service Provider.
11. Data subjects have the right to access and receive a copy of their data, the right to rectification and erasure, the right to restrict processing, the right to data portability, the right to object to data processing.
12. Where consent is given, data subjects have the right to withdraw their consent at any time without affecting the lawfulness of the processing carried out on the basis of consent prior to its withdrawal.
13. Data subjects also have the right to lodge a complaint with the data protection supervisory authority. In order to exercise the above rights, please contact the Data Controller or the Data Protection Officer. The contact details are indicated above.
14. Personal data will not be transferred to a third country, nor will it be used for automated decision-making or profiling.
15. The provision of data is voluntary, but necessary for the performance of the Service. The provision of personal data on the basis of consent is voluntary.

§ 14.
[Final provisions]

1. The GTCs come into effect when the Order is placed.
2. The Service Provider is entitled to amend the Terms and Conditions and the Price List. These changes will take effect two months after informing the Client, starting on the first day of the following month.
3. In the case described in paragraph 2 above, the Customer shall, within 14 days of being notified of the change, have the right to cancel the Services, with one month's notice effective on the last day of that month.
4. Direct contact with the Service Provider is possible in the form of:
   a. by correspondence - at the Service Provider's registered office address;
   b. electronic - at e-mail address: support@reliasol.ai;
5. All declarations must be made in documentary or written form in order to be valid.
6. The GTC shall be governed by Polish law. The court with jurisdiction over disputes will be the court with jurisdiction over the Service Provider.
7. The GTC is made available to the Clients free of charge via the Service Provider's website https://reliasol.ai in a form that enables its acquisition, reproduction and recording of the content of the GTC by means of the ICT system used by the Client.