

Contract ID:



FeedbackFruits Order Form

Parties and Contact Information

<u>Parties and Contact Information</u>	FeedbackFruits	Customer
Company name	FeedbackFruits B.V.	Prague University of Economics and Business
Company address	Danzigerkade 17, 1013AP, Amsterdam, The Netherlands	nám. Winstona Churchilla 1938/4, 130 67 Praha 3-Žižkov, Czech Republic
Main contact person	Luke McClelland Account Executive [REDACTED]	Ota Novotný Vice-Rector for Development [REDACTED]
Legal contact	Ingrid Vlad [REDACTED]	
Definition	hereinafter "FeedbackFruits" or "Service Provider"	hereinafter "Customer"

Product & Service Selection and Subscription Details

Teaching and Learning System - Pilot

<u>Services</u>	Start date	End date	Academic Units	FTE student number	Fee
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Contract ID:

<p>All sixteen (16) Tools:</p> <p>Peer Review, Group Member Evaluation, Assignment Review, Skill Review, Automated Feedback, Self-Assessment, Interactive Document, Interactive Video, Interactive Audio, Comprehension, Discussion on Work, Discussion on Topic, Interactive Presentation, Quiz, Team Based Learning, Group Formation</p> <p>Additional Services: Learning Content, Security & Compliance, Integrations, Human Support (Limited)</p> <p>Advanced Functionality: Libraries, Analytics (Limited)</p>	1 July 2025	30 December 2025	All Academic Units	14,000	EUR 4,000
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Access to Future Innovations

FeedbackFruits may add additional Advanced Functionality and/or Additional Services to the Pedagogy Solution/Tool(s) during the Subscription Term at no additional cost to the Customer.

Post-Pilot Continuation

The Customer has the option to extend this Agreement for an additional 3-year term after 30 December 2025 and upgrade into a Partnership Period with one of the options outlined in the table "Partnership Period Options" by giving written notice no later than 30 days prior to 30 December 2025 .

<u>Partnership Period Options</u>	Fee per year
Selection of 2 Tools	██ ██ ██
Customised Pedagogy (Selection of 5 Tools)	██ ██ ██
Full Tool Suite	██ ██ ██

Agreement

Except as expressly set forth herein, by signing and returning this Order Form to FeedbackFruits, Customer confirms that this is an order for the products and services listed herein and agrees to the terms and conditions of this Order Form and the General Terms and Conditions and any Supplemental Terms (if applicable), including the Data Processing Agreement and the Service Level Agreement attached below, as well as any

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other documents referenced therein (together, the "Agreement"). The terms of the Agreement apply to the continued use of all products and to the provision of services by FeedbackFruits.

In case of a conflict between the terms of this Order Form and the General Terms and Conditions applicable to it, the terms of this Order Form shall prevail.

Signatures

FeedbackFruits B.V.

Prague University of Economics and Business

Signatory: Ewoud de Kok

Email of signatory: ewoud@feedbackfruits.com

Timestamp: Monday, 25 August 2025 17:28 UTC

Signatory: Petr Dvořák

Email of signatory: petr.dvorak@vse.cz

Timestamp: 25 August 2025

Supplemental Terms

The following clauses of FeedbackFruits' General Terms and Conditions (dated: 29th February 2024) shall be amended as follows:

Clause heading	Amended clause
5. TERM AND TERMINATION	5.1. This Agreement shall enter into effect on the Effective Date and shall continue for the duration of the Subscription Term laid down in the Order Form. Subject to mutual agreement by the Parties, the Agreement will renew following the Partnership End Date (as defined in the Order Form) for a successive term equal in duration to the immediately preceding term, or as otherwise agreed by the parties.
4. PAYMENT TERMS	4.4. Subject to written notice of at least one year prior to price modifications, FeedbackFruits has the right to annually adjust its Fees in accordance with the consumer price index (CPI) (2015 = 100) published by the 'Centraal Bureau voor de Statistiek' (CBS).
8. CONFIDENTIAL INFORMATION AND PUBLICITY	8.2. Customer hereby grants a license to FeedbackFruits to use Customer's name, logo and/or trademark(s) in FeedbackFruits' client list or otherwise present, distribute or publish such name, logo(s) and/or trademark(s) for the purpose of or in connection with FeedbackFruits' marketing and sales activities, including (but not limited to) in press release(s), and in case study(ies) and on the client page of the Website, during and after the Subscription Term. Customer shall have the right to withdraw such consent at any moment, by providing reasonable notice to FeedbackFruits of at least 30 days.
7. LIMITATION OF LIABILITY	7.3. Excluding Customer's failure to pay amounts due, in no event shall either party's liability under this Agreement exceed an amount equal to double the Fees paid or payable by Customer in the twelve (12) month period preceding the event that gave rise to the liability. This limitation of liability is in aggregate and not per incident.
13. GOVERNING LAW AND JURISDICTION	<p>13.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales (excluding any conflict of laws rules).</p> <p>13.2 If any dispute arises out of this Agreement, parties will first attempt to resolve the matter informally through designated senior representatives of each party to the dispute. If the parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the 'Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure'. Should informal resolution and mediation not be possible then the dispute shall be resolved pursuant to clause 13.3</p> <p>13.3 Any dispute, whether contractual or non-contractual, arising from or in connection with this Agreement shall be submitted exclusively to the competent court of England and Wales. The UN Convention for the International Sale of Goods shall not apply to this Agreement.</p>

General Terms and Conditions

Dated: 01 May 2025

Please read these general terms and conditions carefully. We recommend that you save a copy for future reference. These general terms and conditions set out the applicable terms relating to the Services (as defined below) provided by FeedbackFruits. Please visit our website to learn more about how we have made learning more engaging and teaching easier.

1. DEFINITIONS

Unless agreed otherwise in the Order Form:

- a. **Academic Unit(s)** means the organizational component(s) of Customer, including, for example, faculties, schools, departments, institutes, centers, or colleges, to which the Services are provided under this Agreement.
- b. **Additional Services** means the additional services provided by FeedbackFruits as described in the Order Form, such as support, professional, consulting or implementation services.
- c. **Advanced Functionality** means specialized features or capabilities within the Tool(s) that extend beyond the core functionalities provided by FeedbackFruits, as described in the Order Form. Advanced functionality may include, without limitation, application support, application programming interfaces, modules, databases, and other software components provided by FeedbackFruits to Customer for such purposes
- d. **Agreement** means the Order Form, these general terms and conditions, and any applicable annexes.
- e. **Confidential Information** means any non-public proprietary and/or confidential information that is disclosed by one party to the other and that is either marked as confidential (or similar term) or that, given its nature, should be regarded as confidential by a reasonable business person and shall include, without limitation, this Agreement, and all business, commercial, technical, financial, know-how, trade secrets of the disclosing party and any documents derived from, containing or reflecting such information. Confidential Information of FeedbackFruits shall include, without limitation, the Fees and any pricing quoted by FeedbackFruits, the Services and the functionality and features thereof.
- f. **Customer** means a legal person purchasing Services under an Order Form.
- g. **Customer Material** means any and all content, materials, data, and information provided by Customer, including but not limited to any academic content, assignment designs or course designs, which Customer makes available to FeedbackFruits for use in connection with the Services.
- h. **Data Processing Agreement** means the data processing agreement referred to in the Order Form, which is an annex to these general terms and conditions.
- i. **Documentation** means all information, data, instructions, guidance, and other materials as may be provided to Customer by FeedbackFruits in relation to the Services, which can be amended by FeedbackFruits from time to time at its sole discretion.
- j. **Effective Date** means the date specified in the Order Form or the first day of the Subscription Term.
- k. **FeedbackFruits** means the private company with limited liability FeedbackFruits B.V., registered with the Dutch Chamber of Commerce under number 63664682, with its registered offices at Danzigerkade 17, 1013 AP Amsterdam.

- l. Fees** means the fees payable set out in the Order Form.
- m. IP Rights** means all patents, designs, copyrights, neighboring rights, trademarks, and database rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.
- n. Materials** means the materials owned and/or provided by FeedbackFruits via the Services.
- o. Order Form** means the order form to which these general terms and conditions are attached.
- p. Partnership Period** means the specific partnership subscription term set forth in the Order Form.
- q. Requirements** means the Customer dependencies set out in the Order Form, if applicable.
- r. Services** means the provision of access to the Tool(s), the Advanced Functionality the Documentation, the Additional Services, and all services ancillary to these, as may be more fully described in the Order Form.
- s. Subscription Term** means the period during which the Customer is authorized to access and use the Service, as specified in the applicable Order Form.
- t. Service Level Agreement** means the service level agreement referred to in the Order Form, which is an annex to these general terms and conditions.
- u. Tool(s)** means the software as provided by FeedbackFruits and integrated into Customer's learning management system, as listed in the Order Form. FeedbackFruits Tool(s) shall include, without limitation, application support tool(s), application programming interfaces, and other software components and modules provided by FeedbackFruits to Customer for such purposes.
- v. Users** means any individual who is affiliated with the Customer, including but not limited to students, staff members, or other personnel, who has opened or otherwise engaged with the Tool(s).
- w. Website** means the website owned and/or operated by FeedbackFruits to be found at www.feedbackfruits.com.

2. SUBSCRIPTION

- 2.1. Subject to Customer purchasing the Services in accordance with clause 4, complying with the Requirements and the other terms and conditions of this Agreement, FeedbackFruits shall grant to Customer a non-exclusive, non-transferable right, to permit the Academic Unit(s) and/or Users to access and use the Services during the Subscription Term (the **Subscription**).
- 2.2. In relation to the Academic Unit(s) and/or Users, Customer undertakes that:
 - a. where a maximum number of Academic Unit(s) and/or Users is stated in the Order Form, the number of Academic Unit(s) and/or Users it authorizes to access and use the Services shall not exceed this unless any additional Fees are paid in accordance with the Order Form;
 - b. if Customer has exceeded the maximum number of Academic Unit(s) and/or Users then, without prejudice to FeedbackFruits' other rights, Customer shall procure additional subscriptions for the excess use and pay to FeedbackFruits an amount equal to any underpayment as calculated in accordance with the prices set out in the Order Form within thirty (30) days of receiving the relevant invoice from FeedbackFruits.
- 2.3. Customer will not, and will not permit, or authorize any third party to: (i) sell, rent, lease, transfer, sublicense, share or otherwise make the Services or deliverables provided by FeedbackFruits hereunder available to any third party, except as expressly authorized by this Agreement; (ii) create any derivative works, functionally equivalent product(s) or translations of the Services or any deliverables, or otherwise use the Services other than as expressly permitted by this Agreement; (iii) copy any feature, design or graphic in, or

disassemble, reverse engineer or decompile, the Services or deliverables; (iv) access or use the Services or deliverables to develop any products or services that are competitive with or similar to any of FeedbackFruits' products or services or to assist a third party to do so; (v) remove or modify any proprietary markings or restrictive legends placed on the Services or deliverables; (vi) take any action that jeopardizes FeedbackFruits' rights or that of its affiliates, business partners, licensors or suppliers in the Services or deliverables; (vii) use the Services or deliverables in a manner that is defamatory, hateful, infringing or otherwise causes damage or injury to any person or property, including, without limitation, to FeedbackFruits and its affiliates, business partners, licensors or suppliers; (viii) publicly publish the results of any performance, benchmarking or comparison testing, or analysis of the Services or deliverables; (ix) use the Services or deliverables to provide the following services to third parties: outsourcing, hosting, or application service provider; (xi) transmit viruses or other deleterious code; (xii) perform unauthorized penetration testing, vulnerability scans, or automated testing; or (xiii) damage, disable, overburden through unauthorized load testing.

- 2.4. Customer acknowledges and agrees that the Users' use of the Services is subject to the Users accepting any applicable terms of use upon registration. FeedbackFruits shall not be required to provide access to the Services to any User who fails to accept the terms of use and/or FeedbackFruits' reasonable instructions.
- 2.5. Customer shall procure that Users shall use the Services only in accordance with any applicable terms of use. In the event Customer obtains knowledge that a User or a third party is attempting or may attempt to take any of the actions prohibited by the terms of use it shall immediately inform FeedbackFruits of such action.
- 2.6. In addition to and without affecting any other remedy available to FeedbackFruits in this Agreement or under applicable law, FeedbackFruits shall have the right, at its sole discretion, to (i) suspend or deny access to the Services by any or all Academic Unit(s) and/or Users in the event that FeedbackFruits reasonably believes that Customer is in breach of this Agreement or if Customer fails to make a payment due under this Agreement on the due date and/or (ii) suspend or deny access to the Services by a User in the event that FeedbackFruits reasonably believes such User is in breach of any applicable terms of use or FeedbackFruits' reasonable instructions. In addition, FeedbackFruits shall have the right, at its sole discretion, to suspend or deny access to the Services by Customer and any or all Academic Unit(s) and/or Users if FeedbackFruits believes that it is necessary to address any security, availability or similar issues requiring expedient measures.

3. SERVICES

- 3.1. During the term of the Agreement, FeedbackFruits shall provide Customer with the Services in accordance with the Agreement and the FeedbackFruits Service Level Agreement. FeedbackFruits shall provide the Services substantially in accordance with the Agreement using commercially reasonable skill and care. If the Services do not conform with the agreed specifications, FeedbackFruits will use reasonable commercial endeavors to correct any such non-conformance promptly. Such correction constitutes Customer's exclusive remedy for any breach of this clause 3.1.
- 3.2. In addition to the Additional Services, following Customer's prior written request and subject to acceptance by FeedbackFruits of the additional Fees, FeedbackFruits shall provide Customer consulting, training, and integration services as set out in the Order Form or as may be agreed between the parties from time to time and recorded in writing.

4. PAYMENT TERMS

- 4.1. Customer shall pay FeedbackFruits the Fees for the Services in accordance with the Order Form. The Fees are in the currency specified in the Order Form (or EUR if not specified) and are exclusive of applicable taxes (which shall be added to FeedbackFruits' invoices at the appropriate rate). Customer shall be responsible for all sales taxes, similar taxes, and surcharges due under this Agreement.
- 4.2. Unless otherwise set forth in an Order Form, all payments are due within thirty (30) days of the invoice date. Except as expressly provided in clause 5.5., all such payments are non-refundable. Invoices are not subject to offset or reduction by Customer unless

approved in writing by FeedbackFruits.

- 4.3. In addition to and without affecting any remedy available to FeedbackFruits in accordance with this Agreement or applicable law, (i) Customer shall reimburse FeedbackFruits for all collection costs and interest for any overdue amounts, and (ii) any late payment of the Fees or any part thereof shall bear interest from its respective due date hereunder until its actual payment, at the maximum rate interest rate permitted by applicable law or one and a half percent (1.5%) per month, whichever is lower.
- 4.4. FeedbackFruits has the right to annually adjust its Fees in accordance with the consumer price index (CPI) (2015 = 100) published by the 'Centraal Bureau voor de Statistiek' (CBS).

5. TERM AND TERMINATION

- 5.1. This Agreement shall enter into effect on the Effective Date and shall continue for the duration of the Subscription Term laid down in the Order Form. The Agreement will automatically renew following the Partnership End Date (as defined in the Order Form) for a successive term equal in duration to the immediately preceding term unless terminated by either party on giving not less than ninety (90) days' prior written notice to the other party, in which case the relevant Order Form shall terminate upon the expiry of the Subscription Term (to the extent applicable).
- 5.2. Services and Subscription Terms shall be limited to the specific period set forth in the Order Form.
- 5.3. Customer may terminate any affected Service with immediate effect by giving written notice to FeedbackFruits if at any time during the term of this Agreement FeedbackFruits materially breaches this Agreement and fails to remedy that breach within a period of thirty (30) days after being notified in writing by Customer specifying the details of the material breach.
- 5.4. In the event that termination pursuant to clause 5.3 takes effect before the end of a Subscription Term, FeedbackFruits shall refund the amount of Fees paid in advance calculated on a pro-rata basis for the remaining full months of the Subscription Term. Any such refund shall be in full and final settlement of all liabilities of Customer arising out of termination under clause 5.3.
- 5.5. FeedbackFruits may terminate any affected Service with immediate effect by giving written notice to Customer if at any time during the term of this Agreement Customer materially breaches this Agreement and fails to remedy that breach within a period of thirty (30) days after being notified in writing by FeedbackFruits specifying the details of the material breach.
- 5.6. Each party may terminate all Services and this Agreement as a whole with immediate effect by giving written notice to the other party if at any time during the term of this Agreement:
 - a. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; or
 - b. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 5.7. Without affecting any other right or remedy available to FeedbackFruits, in the event that FeedbackFruits terminates this Agreement in accordance with its rights under clause 5.5 or 5.6 above, then Customer shall pay FeedbackFruits the full amount of all Fees until the end of the Term, in accordance with clause 4.
- 5.8. Upon termination and/or expiration of this Agreement for any reason whatsoever:
 - i. neither party shall be relieved of any obligation hereunder, which shall have accrued prior to such termination or expiration;
 - ii. Customer and all Academic Unit(s) and/or Users shall immediately cease exercising any rights granted to it hereunder and any use, activation or implementation of, the Services, the Documentation and/or the Materials shall immediately terminate; and
 - iii. Customer shall promptly destroy and make no further use of any Materials, Documentation, Confidential Information or such

other materials, property or information belonging to FeedbackFruits.

5.9. The following provisions shall survive expiration or any termination of this Agreement: 7, 8, 9, 12 and 13. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.

6. CUSTOMER OBLIGATIONS

6.1. Customer shall:

- a. provide FeedbackFruits with (i) all necessary co-operation in relation to this Agreement and (ii) all necessary access to such information as may be required by FeedbackFruits in order for FeedbackFruits to provide the Services;
- b. without affecting its other obligations under this Agreement, it will comply with all applicable laws and regulations as in effect from time to time in respect to its activities under this Agreement;
- c. it shall (and shall procure that Users) use the Services in accordance with the Documentation and the reasonable instructions of FeedbackFruits from time to time; and
- d. it will carry out all Customer responsibilities set out in this Agreement, including the Requirements, in a timely and efficient manner. FeedbackFruits shall be excused for any non-performance of its obligations under this Agreement to the extent such non-performance was caused by Customer's failure to comply with this clause 6.1.

7. LIMITATION OF LIABILITY

- 7.1. To the fullest extent permitted by applicable law, FeedbackFruits does not make any warranties or representations, and hereby specifically disclaims any and all warranties and representations of any kind with respect to (a) (the availability, operation, performance and/or use of) the Services, or any other information and materials on or accessed via the Services, (b) satisfactory quality, fitness for a particular purpose or use, adequacy, accuracy, timeliness, availability or completeness of the Services, or any other information, content or materials accessible via the Service (c) the Services being uninterrupted, secure, or free of errors, viruses, or other harmful components. The Services and all components thereof, and any other information, content or Materials contained in or accessed via the Services, are provided on an "as is" and "as available" basis.
- 7.2. Nothing in this Agreement excludes the liability of either party for intent or gross negligence, and in no event shall either party be liable for any indirect, incidental, consequential (including lost profits), exemplary, special, or punitive damages, losses or costs, arising out of or relating to the Agreement. Additionally, FeedbackFruits shall not be liable for any claims relating to: (i) loss or corruption of data; (ii) inability to access the Service; (iii) performance-related delays; (iv) non-delivery or mis-delivery of communications; and (v) loss or liability resulting from acts beyond its reasonable control.
- 7.3. Excluding Customer's failure to pay amounts due, in no event shall either party's liability under this Agreement exceed an amount equal to the Fees paid or payable by Customer in the twelve (12) month period preceding the event that gave rise to the liability. This limitation of liability is in aggregate and not per incident.
- 7.4. Any liability of FeedbackFruits is conditional on FeedbackFruits being in default of its obligations, whereby it remains in breach of the relevant obligation after Customer provided FeedbackFruits with a written notice of the default specifying in detail the respective breach and allowing FeedbackFruits to cure its breach within a reasonable time of at least thirty (30) days.
- 7.5. Customer shall defend and hold FeedbackFruits harmless against all liabilities, costs, expenses, damages and losses suffered or incurred by FeedbackFruits arising out of or in connection with any claim made against FeedbackFruits by a third party (including Academic Unit(s) and/or Users) for actual or alleged infringement of a third party's IP Rights arising out of or in connection with

FeedbackFruits' use of Customer's name, logo and/or trademarks or Customer Material.

- 7.6. FeedbackFruits shall defend Customer against any claim by a third party that the Services purchased by Customer in accordance with this Agreement infringes the copyright or right of confidentiality of such third party and shall pay any amounts finally awarded by a court of competent jurisdiction to such third party or the settlement agreed to by FeedbackFruits. The foregoing obligations will not apply (a) if Customer or its users (i) alter or misuse the Services, or (ii) uses a version of the Services which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services which was made available to Customer, (b) to the extent that an infringement claim is based upon any materials not furnished by Feedback Fruits, or (c) to the extent that an infringement claim is based on third party content or any material from a third party portal or other external source that is accessible or made available within or by the Services.
- 7.7. Where one party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) pursuant to this Agreement, then the Indemnified Party shall:
- a. promptly give written notice to the Indemnifying Party of any claim or action which might give rise to liability under the indemnity, specifying the nature of the claim in reasonable detail;
 - b. not make any admission of liability, agreement or compromise in relation to the matter without the prior written consent of the Indemnifying Party;
 - c. give the Indemnifying Party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and personnel, agents, subcontractors, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Indemnified Party to enable the Indemnifying Party and its professional advisers to examine them and to take copies for the purpose of assessing the relevant claim;
 - d. act in accordance with the Indemnifying Party's reasonable instructions regarding the manner in which such claim is to be dealt with or regarding the conduct of any legal proceedings relating to such claim;
 - e. tender to the Indemnifying Party's sole and exclusive control over the conduct of any negotiations for settlement and any legal proceedings that may arise; and
 - f. provide such information and assistance as the Indemnifying Party may reasonably require.

8. CONFIDENTIAL INFORMATION AND PUBLICITY

- 8.1. Each party shall not (except in the proper course of its duties), either during or at any time after the term of the Agreement, directly or indirectly, use for its own purposes or those of any third party or disclose to any third party any Confidential Information provided by the disclosing party and shall only release the Confidential Information to those individuals who need to know it strictly for the purpose of this Agreement. Each receiving party shall treat Confidential Information with the same degree of care and apply no lesser security measures than it affords to its own confidential information. This restriction does not apply to Confidential Information:
- a. which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party without any obligation of confidentiality or use by the receiving party to the disclosing party;
 - b. which becomes available to the receiving party on a non-confidential basis from a third party source other than the disclosing party other than as a result of wrongful disclosure by such third party source;
 - c. which is developed by or for the receiving party at any time independently of the Confidential Information disclosed by the disclosing party by persons who have had no access to or knowledge of the Confidential Information;
 - d. which is approved for release by the written authorization of the disclosing party;

- e. any use or disclosure which is required by law; or
- f. which is already in, or comes into, the public domain otherwise than through the receiving party's unauthorized disclosure.

8.2. Customer hereby grants a license to FeedbackFruits to use Customer's name, logo and/or trademark(s) in FeedbackFruits' client list or otherwise present, distribute or publish such name, logo(s) and/or trademark(s) for the purpose of or in connection with FeedbackFruits' marketing and sales activities, including (but not limited to) in press release(s), and in case study(ies) and on the client page of the Website, during and after the Subscription Term.

9. INTELLECTUAL PROPERTY

- 9.1. Customer acknowledges and agrees that FeedbackFruits (and/or its licensors) own all IP Rights in or connected to the Services and any deliverables, content or other materials provided by FeedbackFruits in connection with the Services. Neither Customer, Academic Unit(s) nor any User will acquire any ownership of any IP Rights in the Services, Materials, Documentation or the Tools, including but not limited to use cases, learning journeys, workflows or other learning solutions, by virtue of this Agreement, the permissions granted hereunder or any agreement or arrangement entered into between Customer, Academic Unit(s) and/or any User.
- 9.2. Any and all IP Rights acquired and/or developed and/or implemented by FeedbackFruits, whether developed solely by FeedbackFruits, jointly by parties or solely by Customer's employees or contractors, and/or any (user) data generated during, as a result of, or in connection with the provision of the Services or Materials to Customer, Academic Unit(s) and/or the Users, shall solely belong to FeedbackFruits, and Customer hereby waives any and all rights in respect of such IP Rights. Customer hereby irrevocably assigns and transfers to FeedbackFruits any and all ownership rights and title to such IP Rights in advance. Customer shall execute such documents and take such steps as FeedbackFruits may reasonably require to give effect to this clause 9.2.
- 9.3. All right, title, and interest (including all IP Rights) in and to the Customer Material uploaded by Customer, the Academic Unit(s) and/or Users to the Tools shall be owned by Customer or the relevant Academic Unit(s) and/or User, respectively.
- 9.4. FeedbackFruits may collect and disclose anonymized information about Customer's use of Services. Customer hereby grants to FeedbackFruits a perpetual, non-cancellable, worldwide, royalty-free, non-exclusive right to utilize any anonymized data, information or material provided by Customer, Academic Unit(s) and/or Users during their use of the Services for any legitimate purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information.
- 9.5. To the extent not already owned by FeedbackFruits, Customer hereby grants FeedbackFruits a perpetual, non-exclusive, royalty-free, irrevocable, worldwide license to use or disclose any suggestions, enhancement requests, recommendations, proposals, ideas or other feedback Customer, Academic Units or Users provide to FeedbackFruits concerning the Services, and create derivative works thereof, without restriction, compensation, obligation or liability of any kind to Customer or to any third party.

10. DATA PROTECTION

FeedbackFruits shall process all personal data collected from Customer, and/or Users in connection with the performance of this Agreement and the provision of the Services in accordance with applicable laws and FeedbackFruits' Data Processing Agreement.

11. FORCE MAJEURE

FeedbackFruits shall not be liable to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of FeedbackFruits or any other party), failure of a utility service or telecommunications network, act of God, epidemic, pandemic, flu outbreak, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-

contractors, provided that FeedbackFruits, without undue delay, notifies Customer of such an event and its expected duration.

12. GENERAL

- 12.1. No variation of the Order Form shall be effective unless it is in writing and signed by the authorised representatives of each party. Each party signing the Order Form or any amendment thereof warrants to be duly authorised to do so and bind the respective party.
- 12.2. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable by court decision, statute or rule, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 12.4. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.5. Customer cannot assign, subcontract, sublicense, transfer or encumber all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it. This limitation of the transferability of rights of claim has effect both under the law of obligations and under property law as described in section 3:83(2) of the Dutch Civil Code.
- 12.6. Any notice under this Agreement may be delivered in person or sent by electronic mail, by registered mail, postage prepaid, or by recognized delivery service, using the legal contact information of the recipient indicated in the Order Form or the most recent contact information provided by the recipient (by means of notice complying with this paragraph).

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement shall be governed by and construed in accordance with Dutch law (excluding any conflict of laws rules).

13.2 If any dispute arises out of this Agreement, parties will first attempt to resolve the matter informally through designated senior representatives of each party to the dispute. If the parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the 'Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure'. Should informal resolution and mediation not be possible then the dispute shall be resolved pursuant to clause 13.3

13.3 Any dispute, whether contractual or non-contractual, arising from or in connection with this Agreement shall be submitted exclusively to the competent court of Amsterdam, the Netherlands. The UN Convention for the International Sale of Goods shall not apply to this Agreement.

Data Processing Agreement

Standard Contractual Clauses (within EU/EEA)

SECTION I

Clause 1

Purpose and scope

- a. The purpose of these Standard Contractual Clauses (the Clauses) is to ensure compliance with Article 28(3) and (4) of 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.
- b. The controllers and processors listed in Annex I have agreed to these Clauses in order to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 and/or Article 29 (3) and (4) Regulation (EU) 2018/1725.
- c. These Clauses apply to the processing of personal data as specified in Annex II.
- d. Annexes I to IV are an integral part of the Clauses.
- e. These Clauses are without prejudice to obligations to which the controller is subject by virtue of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- f. These Clauses do not by themselves ensure compliance with obligations related to international transfers in accordance with Chapter V of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.

Clause 2

Invariability of the Clauses

- a. The Parties undertake not to modify the Clauses, except for adding information to the Annexes or updating information in them.
- b. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict the Clauses or detract from the fundamental rights or freedoms of data subjects.

Clause 3

Interpretation

- a. Where these Clauses use the terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively, those terms shall have the same meaning as in that Regulation.
- b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 respectively.

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- c. These Clauses shall not be interpreted in a way that runs counter to the rights and obligations provided for in Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that prejudices the fundamental rights or freedoms of the data subjects.

Clause 4

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 5 - Optional

Docking clause

Intentionally omitted.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 6

Description of processing(s)

The details of the processing operations, in particular the categories of personal data and the purposes of processing for which the personal data is processed on behalf of the controller, are specified in Annex II.

Clause 7

Obligations of the Parties

7.1. Instructions

- a. The processor shall process personal data only on documented instructions from the controller, unless required to do so by Union or Member State law to which the processor is subject. In this case, the processor shall inform the controller of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the controller throughout the duration of the processing of personal data. These instructions shall always be documented.
- b. The processor shall immediately inform the controller if, in the processor's opinion, instructions given by the controller infringe Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or the applicable Union or Member State data protection provisions.

7.2. Purpose limitation

The processor shall process the personal data only for the specific purpose(s) of the processing, as set out in Annex II, unless it receives further instructions from the controller.

7.3. Duration of the processing of personal data

Processing by the processor shall only take place for the duration specified in Annex II.

7.4. Security of processing

- a. The processor shall at least implement the technical and organizational measures specified in Annex III to ensure the security of the personal data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the

Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

- b. The processor shall grant access to the personal data undergoing processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the contract. The processor shall ensure that persons authorized to process the personal data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7.5. Sensitive data

If the processing involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), the processor shall apply specific restrictions and/or additional safeguards.

7.6 Documentation and compliance

- a. The Parties shall be able to demonstrate compliance with these Clauses.
- b. The processor shall deal promptly and adequately with inquiries from the controller about the processing of data in accordance with these Clauses.
- c. The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations that are set out in these Clauses and stem directly from Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725. At the controller's request, the processor shall also permit and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the controller may take into account relevant certifications held by the processor.
- d. The controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the processor and shall, where appropriate, be carried out with reasonable notice.
- e. The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent supervisory authority/ies on request.

7.7. Use of sub-processors

- a. The processor has the controller's general authorization for the engagement of sub-processors from an agreed list. The processor shall specifically inform in writing the controller of any intended changes of that list through the addition or replacement of sub-processors at least two weeks in advance, thereby giving the controller sufficient time to be able to object to such changes prior to the engagement of the concerned sub-processor(s). The processor shall provide the controller with the information necessary to enable the controller to exercise the right to object.
- b. Where the processor engages a sub-processor for carrying out specific processing activities (on behalf of the controller), it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the data processor in accordance with these Clauses. The processor shall ensure that the sub-processor complies with the obligations to which the processor is subject pursuant to these Clauses and to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- c. At the controller's request, the processor shall provide a copy of such a sub-processor agreement and any subsequent amendments to the controller. To the extent necessary to protect business secret or other confidential information, including personal data, the processor may redact the text of the agreement prior to sharing the copy.

- d. The processor shall remain fully responsible to the controller for the performance of the sub-processor's obligations in accordance with its contract with the processor. The processor shall notify the controller of any failure by the sub-processor to fulfil its contractual obligations.
- e. The processor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the controller shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

7.8. International transfers

- a. Any transfer of data to a third country or an international organization by the processor shall be done only on the basis of documented instructions from the controller or in order to fulfil a specific requirement under Union or Member State law to which the processor is subject and shall take place in compliance with Chapter V of Regulation (EU) 2016/679 or Regulation (EU) 2018/1725.
- b. The controller agrees that where the processor engages a sub-processor in accordance with Clause 7.7. for carrying out specific processing activities (on behalf of the controller) and those processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and the sub-processor can ensure compliance with Chapter V of Regulation (EU) 2016/679 by using standard contractual clauses adopted by the Commission in accordance with of Article 46(2) of Regulation (EU) 2016/679, provided the conditions for the use of those standard contractual clauses are met.

Clause 8

Assistance to the controller

- a. The processor shall promptly notify the controller of any request it has received from the data subject. It shall not respond to the request itself, unless authorized to do so by the controller.
- b. The processor shall assist the controller in fulfilling its obligations to respond to data subjects' requests to exercise their rights, taking into account the nature of the processing. In fulfilling its obligations in accordance with (a) and (b), the processor shall comply with the controller's instructions
- c. In addition to the processor's obligation to assist the controller pursuant to Clause 8(b), the processor shall furthermore assist the controller in ensuring compliance with the following obligations, taking into account the nature of the data processing and the information available to the processor:
 - 1. the obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a 'data protection impact assessment') where a type of processing is likely to result in a high risk to the rights and freedoms of natural persons;
 - 2. the obligation to consult the competent supervisory authority/ies prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the controller to mitigate the risk;
 - 3. the obligation to ensure that personal data is accurate and up to date, by informing the controller without delay if the processor becomes aware that the personal data it is processing is inaccurate or has become outdated;
 - 4. the obligations in Article 32 Regulation (EU) 2016/679.
- d. The Parties shall set out in Annex III the appropriate technical and organizational measures by which the processor is required to assist the controller in the application of this Clause as well as the scope and the extent of the assistance required.

Clause 9

Notification of personal data breach

In the event of a personal data breach, the processor shall cooperate with and assist the controller for the controller to comply with its obligations under Articles 33 and 34 Regulation (EU) 2016/679 or under Articles 34 and 35 Regulation (EU) 2018/1725, where applicable, taking into account the nature of processing and the information available to the processor.

9.1 Data breach concerning data processed by the controller

In the event of a personal data breach concerning data processed by the controller, the processor shall assist the controller:

- a. in notifying the personal data breach to the competent supervisory authority/ies, without undue delay after the controller has become aware of it, where relevant/(unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);
- b. in obtaining the following information which, pursuant to Article 33(3) Regulation (EU) 2016/679, shall be stated in the controller's notification, and must at least include:
 1. the nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 2. the likely consequences of the personal data breach;
 3. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- c. in complying, pursuant to Article 34 Regulation (EU) 2016/679, with the obligation to communicate without undue delay the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

9.2 Data breach concerning data processed by the processor

In the event of a personal data breach concerning data processed by the processor, the processor shall notify the controller without undue delay after the processor having become aware of the breach. Such notification shall contain, at least:

- a. a description of the nature of the breach (including, where possible, the categories and approximate number of data subjects and data records concerned);
- b. the details of a contact point where more information concerning the personal data breach can be obtained;
- c. its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

The Parties shall set out in Annex III all other elements to be provided by the processor when assisting the controller in the compliance with the controller's obligations under Articles 33 and 34 of Regulation (EU) 2016/679.

SECTION III – FINAL PROVISIONS

Clause 10

Non-compliance with the Clauses and termination

- a. Without prejudice to any provisions of Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725, in the event that the processor is in breach of its obligations under these Clauses, the controller may instruct the processor to suspend the processing of personal data until the latter complies with these Clauses or the contract is terminated. The processor shall promptly inform the controller in case it is unable to comply with these Clauses, for whatever reason.
- b. The controller shall be entitled to terminate the contract insofar as it concerns processing of personal data in accordance with these Clauses if:
 1. the processing of personal data by the processor has been suspended by the controller pursuant to point (a) and if compliance with these Clauses is not restored within a reasonable time and in any event within one month following suspension;
 2. the processor is in substantial or persistent breach of these Clauses or its obligations under Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725;
 3. the processor fails to comply with a binding decision of a competent court or the competent supervisory authority/ies regarding its obligations pursuant to these Clauses or to Regulation (EU) 2016/679 and/or Regulation (EU) 2018/1725.
- c. The processor shall be entitled to terminate the contract insofar as it concerns processing of personal data under these Clauses where, after having informed the controller that its instructions infringe applicable legal requirements in accordance with Clause 7.1 (b), the controller insists on compliance with the instructions.
- d. Following termination of the contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or, return all the personal data to the controller and delete existing copies unless Union or Member State law requires storage of the personal data. Until the data is deleted or returned, the processor shall continue to ensure compliance with these Clauses.

ANNEX I: LIST OF PARTIES

Controller:	Processor:
Name: Prague University of Economics and Business Address: nám. Winstona Churchilla 1938/4, 130 67 Praha 3-Žižkov , Czech Republic Contact person: Name: Ota Novotný Title: Vice-Rector for Development Contact details: [REDACTED] Contact person for legal matters:	Name: FeedbackFruits B.V. Address: Danzigerkade 17, 1013AP, Amsterdam, Netherlands. Contact person for technical matters: Name: Richard Machielse Title: CTO Contact details: [REDACTED] Contact person for legal matters: Name: Franziska Böhler Title: Head of Legal, Risk & Compliance Contact details: legal@feedbackfruits.com

ANNEX II: DESCRIPTION OF THE PROCESSING

Version number v2.115 , Date of most recent update: 16 May 2025

Categories of data subjects whose personal data is processed: Users (including students and employees at Prague University of Economics and Business)

Categories of personal data processed:

The Processor will process Personal Data for the Controller. The Personal Data is not limited to what the Controller provides directly to the Processor but includes Personal Data supplied by the User when using the Service. The following Personal Data categories will be processed:

- a. Personal data supplied by user when using the service: Name, educational institution, language, email address, student number
- b. User contributions to the Service: Presentations (slide decks and question slides), videos (upload & url), images (upload & url), audio (upload & url), documents (upload & url), websites (url), comments & upvotes, feedback ratings, folders, question cards, content views, instructions, product settings

If the Processor becomes aware that additional personal data not identified above has been received from the Controller, the Processor shall immediately notify the Controller.

Nature of the processing:

Collecting, recording, organizing, storing, updating, amending, accessing, consulting, using, providing by way of forwarding, distributing or any other form of supplying, compiling, linking, as well as pseudonymizing, anonymizing safeguarding, deleting or destroying of data.

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Functionary (group)	Data Category	Processing Type	Location
CTO and lead developers	Any	Any	EU
User support staff	Any	View, edit, use, relay (at user's and/or Controller's request)	Global
CTO + Data team	Usage data**	Anonymized analysis of data	EU
Quality Assurance***	Dummy data	n/a	EU
Sub-Processors****	See List of Sub-processors	Storage and backup of encrypted data	See List of Sub-Processors

Table 1: Functionaries and respective types of Processing

* The CTO has access to the server. Every instance of access to the server and data requests from the server is logged on a separate server to which the CTO does not have access. Other administrators have access to the logs, but cannot remove data. CTO stands for Chief Technology Officer.

**FeedbackFruits uses anonymized data logs for software and usage analytics. Usage Logs are stored for a period of three months for review in case of technical problems or attacks on the Service. The functionaries listed do not have access to the underlying Personal Data and Usage Data, which is encrypted.

*** Quality Assurance uses dummy data in FeedbackFruits' staging and production environments. When a bug is identified in Production the bug is reproduced using dummy data. Real Usage and/or Personal Data is only used if the bug is impossible to reproduce with dummy data and only with the explicit permission of the User(s) in question.

Purpose(s) for which the personal data is processed on behalf of the controller:

The purposes(s) of the processing of Data to be carried out by the Processor on behalf of the Controller includes: Provision of the Service in line with the Agreement.

Duration of the processing:

Data shall be processed for the duration of the term of the Agreement, except as otherwise specifically set forth herein.

Personal data will be stored by Processor for no longer than necessary in the performance of this Agreement and/or to comply with legal requirements that Processor is subject to. User data that is processed to ensure the performance of the Service (such as log files, back-ups, etc.) is stored for 10 years, in compliance with laws governing the accreditation of educational institutions. Institutions may request to have all data that pertains to it, its students, and its teachers removed with a single request.

For processing by (sub-) processors, also specify subject matter, nature and duration of the processing:

The Processor deploys sub-processors for the provision of its Services under a contract agreed upon between Processor and Controller. The sub-

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processors deployed provide services such as encrypted data storage, conversion of uploaded media, re-scaling and optimization of uploaded media, and gathering of user feedback.

The duration of the processing is limited to what is necessary for the performance of the Agreement between the Processor and the Controller and/or the legal requirements the Processor is subject to.

A complete list of applicable sub-processors, which may be updated from time to time, will be disclosed upon request. Controller may submit such a request via email to legal@feedbackfruits.com.

ANNEX III: TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Security Measures

Data transfer between FeedbackFruits and the LMS

Data is transferred exclusively between the FeedbackFruits and the LMS servers. The following measures are taken to ensure this:

- Communication between FeedbackFruits and the LMS happens via a separate API-url.
- Communication with the API is only possible from known IP-addresses.
- Communication takes place via HTTPS.
- Communication between FeedbackFruits and the LMS requires an API key that is only known to the institution.

Turnitin

Data is transferred between FeedbackFruits and Turnitin servers only when the Turnitin integration has been set up for the Controller.

- Student submissions are sent to the Turnitin domain that belongs to the customer, not to FeedbackFruits, using a Turnitin API key from the customer for the corresponding domain.
- The submissions are governed by the contract between Turnitin and the customer.
- All communication between FeedbackFruits and Turnitin uses secure and authenticated connections (https/tls).

Security monitoring systems

The servers and the Data stored thereon are secured with intrusion detection, corruption detection, and monitoring systems, namely: OWASP Zed Attack Proxy, AIDE, and Zabbix & Kibana (primarily for monitoring purposes). When problems are detected, the servers are automatically shut down for further research by FeedbackFruits.

Data encryption

All Data is transferred in an encrypted format using the RSA 4Kbit encryption standard.

Communication between the server and the User is scripted via TLS using AES-256 encryption.

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Stored Data on the servers is inaccessible to third parties. Backups are stored using AES-256 encryption.

Tests, Production, and Backups

During the development of the Service, functionality and bug fixes are tested by the FeedbackFruits Quality Assurance team before release using separate branches or DTAP. Testing reports and version controls are maintained by FeedbackFruits. Furthermore, backups with a registration log are created when necessary to prevent loss of data. Quality Assurance uses dummy data for testing purposes. When a bug is identified in Production the bug is likewise reproduced using dummy data. Real Usage and/or Personal Data is only used if the bug is impossible to reproduce with dummy data and only with the explicit permission of the User(s) in question.

Location of Hosting Servers

The server clusters used by FeedbackFruits are located in European Union .

Data leak Procedure

FeedbackFruits has data leak procedures in place, a recent copy of which will be provided to the Controller. Settlement of potential data leaks will take place in accordance with this Data Processing Agreement.



Service Level Agreement

This Service Level Agreement ("SLA") is an Annex to FeedbackFruits' General Terms and Conditions, which govern any Order Forms between FeedbackFruits and the Customer (together the "Agreement"), under which Service Provider performs certain services for Customer." It sets forth the parties' objectives and the performance levels Service Provider must meet for all included services. This SLA is applicable during the Subscription Term, and will remain in effect until the termination of the Agreement. Capitalized terms used but not defined in this SLA shall have the meanings set out in the General Terms and Conditions.

The parties intend to revise this SLA on either party's reasonable request. Any revisions to the service levels must be authorized by both parties in accordance with the change order processes set forth in the Agreement.

MANAGEMENT SUMMARY

The following is a summary of the terms of this SLA that are most relevant for the day-to-day operations and communications between the Service Provider and the Customer. Note that no rights can be derived from this management summary:

- The Service Provider's Support Hours are twenty-four (24) hours a day, Monday through Friday, Central European Time, excluding public holidays in Service Provider's country of residence ("Support Hours").
- The Service Provider guarantees 99.95% uptime and will offer a rebate when this benchmark is not met.
- The Service Provider's support can be reached through chat in the service, and through helpme@feedbackfruits.com. Support can be contacted for incident reports by both users and staff.
- This Agreement details the processes for communicating Incidents and escalation procedures.
- Detailed quarterly reports will be submitted containing (among other things) Service Level compliance, usage data, and innovation reports.

1. DEFINITIONS

- Customer Requirements** means the set of requirements identified by Customer as being necessary for the Services and accepted by Service Provider in writing."
- Detailed Specifications** means a document setting forth a detailed analysis, evaluation and determination of the technical and functional requirements of the Services and/or Software (including FeedbackFruits Tool(s)), as accepted in writing by both Parties, including performance criteria and Service Levels to be provided by Service Provider under this Agreement.
- Error** means any shortcoming, omission, bug, nonconformities, as well as a failure to meet either any Detailed Specifications, the Customer Requirements or Service Level Requirements upon which these were based, including any Customer Requirements relating to performance, stability, Documentation, compatibility, architecture, security, legal and regulatory compliance, user experience and (specific) purpose for usage.
- Service Level** means a metric indicative of Service Provider's performance in providing the Services, which is measured over a certain

period of time in accordance with Service Level Agreement.

- e. **Service Level Requirement** means the Service Level agreed for the Services as specified in Service Level Agreement.
- f. **Service Level Report or Report** means a report made available by Service Provider, either continuously online or periodically as a physical or electronic document, containing the Service Levels that were measured and actually provided over a given period and measured against the Service Level Requirements.
- g. **Service Provider Software** means software provided by Service Provider, of which the intellectual property rights are owned by Service Provider.
- h. **Significant Product Changes** means changes to the Services which influence the daily use of the platform.
- i. **Software** means all software used by Service Provider to provide the Services, consisting of the FeedbackFruits Tool(s), the Service Provider Software and Third-Party Software.
- j. **Third-Party Software** means any software used by Service Provider in performing and providing the Services, other than the FeedbackFruits Tool(s) and the Service Provider Software.

2. SERVICE LEVELS

2.1 Service Provider represents and warrants that the Services will be provided in a professional manner consistent with industry standards reasonably applicable to such Services.

2.2 Service Provider represents and warrants that the Services will be operational at least 99.95% of the time per quarter during the term of this Agreement, meaning that the outage or downtime percentage will be not more than .05%.

2.3 If the Services' availability falls below 99.95% per quarter, Service Provider will offer Customer a credit for that month's bill for Services according to the table below.

AVAILABILITY PERCENTAGE	PERCENTAGE OF CREDIT
99,94% to 99,95% per quarter	2%
99,90% to 99,94% per quarter	4%
Less than 99,90% per quarter	6%

Table 1

2.4 If Customer has concerns regarding Service Provider's Service Levels, Customer may escalate these concerns to the following resource: If Service Provider's system response times fall below the warranted level for two (2) or more consecutive weeks, Service Provider will provide Customer with a credit in the amount of twenty percent (20%) of the Services fees for that quarter. If Service Provider's system response times fall below the warranted level for six (6) out of eight (8) consecutive weeks, Service Provider will be considered to be in default, and Customer may terminate the Agreement without penalty.

2.5 Service Provider will provide Customer with a refund for all unachieved Service Levels no later than the tenth (10th) business day within the month following the quarter in which the Service Level was not achieved.

2.6 Service Provider will, upon request, provide Customer with quarterly Service Level Reports documenting its compliance with the Service Levels detailed herein. Reports will include, but not be limited to, providing the following information:

- the Service Levels and availability reached;
- number of Incidents and calls per category supplemented with the number of calls inside and outside the agreed Service Level (including the actions undertaken) and the number of outstanding Incidents;
- historical overview of the total number of calls per category;
- availability of the support desk;
- overview of capacity and performance management;
- security management report;
- report concerning the performance of other management tasks;

Monthly Services availability by percent time, dates and minutes that Services were not available, and identification of months in which agreed upon Service Levels were not achieved.

2.7 Customer retains the right to retain a third party to validate Service Provider's performance in meeting the agreed upon service levels.

3. TECHNICAL SUPPORT

3.1. During the Term of this Agreement Service Provider will provide Customer with ongoing technical support for the Services at no less than the levels and in the manner(s) specified herein.

3.2 Service Provider may not withdraw technical support for any Services without twelve (12) months advance written notice to Customer, and then only if Service Provider is withdrawing technical support from all of its customers.

- a. Customer acquires the right to access and use technical support acquired under this Agreement at any location.
- b. Customer will receive at its option the general help desk technical support offered by Service Provider to its other customers. Irrespective of Service Provider's general technical support offerings, Service Provider will provide Customer at Customer's option with the following technical support:
 - c. Service Provider will provide technical support to Customer for the purpose of answering questions relating to the Services, including (a) clarification of functions and features of the Services; (b) clarification of any documentation; (c) guidance in the operation of the Services; and (d) error verification, analysis, and correction, including the failure to produce results in accordance with the Documentation.
 - d. Such assistance will be provided by Service Provider during the Support Hours via live, online chat staffed by help desk technicians sufficiently trained and experienced to identify and resolve most support issues and who will respond to all Customer requests for support within thirty (30) minutes after receiving a request for assistance.
 - e. Service Provider will, upon request, provide a current list of persons and telephone numbers for Customer to contact to enable Customer to escalate its support requests for issues that cannot be resolved by a help desk technician or for circumstances where a help desk technician does not respond within the time specified herein.

3.3 The following provisions will be applicable to the correction of Services Errors:

- a. If Customer detects what it considers to be an Error in the Services which causes it not to conform to, or produce results in

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accordance with, the Documentation, then Customer will by telephone or e-mail notify Service Provider of the Error.

b. Service Provider will respond within two (2) hours to Customer's initial request for assistance in correcting or creating a workaround for a Services Error. Service Provider's response will include assigning fully-qualified technicians to work with Customer to diagnose and correct or create a workaround for the Services Error and notifying Customer's representative making the initial request for assistance of Service Provider's efforts, plans for resolution of the Error, and estimated time required to resolve the Error.

c. Within forty-eight (48) hours after Customer first reports the Error, Service Provider will provide a correction or workaround acceptable to Customer.

3.4 The following provisions will set forth Service Provider's obligations to provide Enhancements. "Enhancements" means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Service Provider may develop or acquire and incorporate into its standard version of the Services or that Service Provider has elected to make generally available to its licensees. Enhancements will include any re-platformed Software, whether for different operating systems or hardware:

a. Service Provider will generally enhance and improve the Services for as long as Customer elects to receive and pays for the Services.

b. Service Provider will provide Customer during the Subscription Term, (a) any and all Enhancements which it develops with respect to the Services; (b) any and all Enhancements required by governmental, or professional regulatory mandates related to Customer's use of the Services; and (c) the Documentation associated with any Enhancements.

c. Service Provider will provide Enhancements to Customer upon their general release and no later than the time when the first five percent (5%) of Service Provider's customers receive those Enhancements.

d. Except as otherwise provided in a signed addendum to this Agreement, nothing herein will obligate Service Provider to enhance the Services in any particular respect or on any particular date. The decision as to whether and/or when, to enhance the Services will be within Service Providers discretion.

3.5 Service Provider will provide Customer with four (4) weeks advance written notice of proposed Significant Product Changes and one (1) weeks advance written notice of proposed minor product changes relating to the Services provided to Customer under this Agreement. Significant Product Changes will be preceded by testing periods in mutual agreement prior to the product changes coming into effect for all users.