

DRAFTOMAT TERMS AND CONDITIONS

1. GENERAL CONDITIONS

- 1.1. These Terms and Conditions, when accepted by the Customer (as defined in Clause 2), form the binding agreement between LEGALTECH (as defined in Clause 2) and the Customer, which regulates the terms and conditions under which LEGALTECH agrees to provide, and the Customer agrees to receive and use, the Organization License (as defined in Clause 2).

2. DEFINITIONS

- 2.1. **Account** - the password protected account generated by LEGALTECH, which provides Users with access to Draftomat.
- 2.2. **Admin Content** - any data added by the Customer, its User or its Sub-organization into Draftomat, other than the Document Content.
- 2.3. **Agreement** –a binding agreement between LEGALTECH and the Customer, which is formed when the Customer accepts these T&C, consisting of this T&C and the Order Form.
- 2.4. **Applicable Law** - the laws of the Republic of Serbia.
- 2.5. **Best Practice Content** – textual information uploaded into Draftomat by a User as best practice to be reused with the Draftomat functionalities that LEGALTECH markets under the name Draftomat Knows.
- 2.6. **Content** – Admin Content and Document Content.
- 2.7. **Customer or Licensee** – a legal entity or registered private entrepreneur entering into the Agreement with LEGALTECH.
- 2.8. **Document** – text generated by Draftomat from a Template or a Best Practice Content and saved on Draftomat.
- 2.9. **Document Content** - Template, Best Practice Content or Document.
- 2.10. **DP Act** – the Data Protection Act (“official Gazette of the RS”, no 87/2018) of the Republic of Serbia including potential amendments of this Act as well as any new regulation replacing the Act.
- 2.11. **Draftomat** - software and the internet platform titled Draftomat whose main functionalities are: (i) creation of customizable automated document Templates, (ii) automated generation of Documents from Templates based on choices made by Users from alternative wording, elective wording and data filled-in by Users, (iii) document management, and (iv) storage and retrieval of Best Practice Content for re-use.

- 2.12. **LEGALTECH or Licensor**- Legaltech Solutions d.o.o., Bulevar kralja Aleksandra 28, Belgrade, Serbia; TIN 111567072; Company number 21503240; e-mail: office@legaltech.rs.
- 2.13. **License** – Organization License or Sub-organization License
- 2.14. **License Fee** –the amount payable for the License, as specified in the Order Form.
- 2.15. **License Period** – the duration of the License as specified in the Order Form.
- 2.16. **Organization License** –non-exclusive right to access and use Draftomat by the Customer and one or more Customer's Users during the License Period, as determined in the Order Form and these T&C.
- 2.17. **Order Form** - a written document prepared by LEGALTECH and accepted by the Customer that designates the particularities of the Organization License to be supplied to the Customer and any special Organization License terms agreed between the Parties.
- 2.18. **Party** – LEGALTECH or, as the case may be, the Customer.
- 2.19. **Start Date** - the date on which the License Period starts as specified in the Order Form.
- 2.20. **Sub-organization** – the Customer's client and such client's users to which the Client grants access to the Customer's Templates or other Content stored on Draftomat as part of its service to such third party.
- 2.21. **Sub-organization License** –non-exclusive right of the Customer to give to its clients and their users access to the Customer's Templates or other Content on Draftomat as part of providing a service to such client;
- 2.22. **Template** - textual document automated in Draftomat by the Customer/User and/or any of its parts, including but not limited to the questions and guidance for creation of documents out of those Templates.
- 2.23. **T&C** - these Terms and Conditions, which regulate the terms and conditions under which LEGALTECH agrees to provide, and the Customer agrees to receive, the Organization License and/or Sub-organization License.
- 2.24. **User** – an individual person employed with, or otherwise engaged by, the Customer whom the Customer authorizes to use Draftomat on the Customer's behalf. The term User includes the Customer himself (if an individual entrepreneur).
- 2.25. **Updates** - any bug fixes, service packs or patches, or maintenance releases to Draftomat.
- 2.26. **Upgrade** - any release or version of Draftomat which includes new features or additional functionality.

3. ACCEPTANCE OF THE TERMS OF THE ORDER FORM AND THESE T&C

- 3.1. Without prejudice to Clause 8.4, the Customer can access and use Draftomat only after delivery of signed Order Form to LEGALTECH. The Order Form contains a reference to the T&C. By signing the Order Form, the Customer shall be deemed to have read and accepted the T&C referenced in the Order Form.
- 3.2. The Customer shall ensure that the Users within its organization to whom the Customer allows access to Draftomat have thoroughly reviewed, understood and acceded to the T&C. Any incompliance by a User with these T&C is attributable to the Customer and any breach of any provision of these T&C by a User shall be deemed a breach of T&C by the Customer.
- 3.3. LEGALTECH may amend or replace the T&C unilaterally at any time. LEGALTECH will inform of the amendments to the T&C, at least 14 days before the amendments enter into force, through Draftomat.
- 3.4. The Customer or its User will not be able to access Draftomat until the Customer (acting through a User) has accepted new or amended T&C. If the Customer does not accept new or amended T&C, LEGALTECH is entitled to terminate the License subject to a three-month notice period, in which case the Customer will be entitled to a *pro rata* refund of amount of the License Fee, proportionate to the time left until the expiry of the License Period. During the notice period, the Customer shall be bound by the latest version of T&C which it has accepted.

As an exception to Clause 3.4, if the Customer does not accept new or amended T&C, and the continuous application of the then existing T&C (prior to the change or amended) would put LEGALTECH into a situation of non-compliance with any law applicable to it with respect to the relevant matter, LEGALTECH is entitled to terminate the License with immediate effect, in which case the Customer will be entitled to a *pro rata* refund of amount of the License Fee, proportionate to the time left until the expiry of the License Period.

4. INTELLECTUAL PROPERTY

- 4.1. All intellectual property rights to Draftomat (such as copyright, registered and unregistered trademark and design rights, domain names, patents, database rights and trade secrets) as well as the goodwill generated by their use shall remain the property of LEGALTECH.
- 4.2. The Customer may access, view, install and use Draftomat only as expressly specified in these T&C and the Order Form.
- 4.3. Unless otherwise expressly permitted in these T&C or the Order Form, the Customer may not: (i) sell, sublicense, distribute, display, publish, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer Draftomat in whole or in part, or as a component of any other product, service or material; (ii) use Draftomat to create any derivative works or competitive products.

5. LICENSE

- 5.1. Pursuant to the Agreement, LEGALTECH grants the Customer either an Organization

License or a Sub-organization License.

- 5.2. Pursuant to the Organization License, the Customer may use Draftomat for its in-house use only. Creating documents in Draftomat for delivery to one's clients in the ordinary course of the Customer's business shall be deemed internal use.
- 5.3. The Customer who wishes to use Draftomat to provide to its clients a service which includes direct access to Draftomat by the Customer's clients can do so only upon obtaining special and separate Sub-organization License for each such client.
- 5.4. In case of a Sub-organization License:
 - a) The Customer shall not modify the format of Draftomat or delete or alter copyright or other proprietary notices within Draftomat. In respect of the use space created for a Sub-organization as its client, the Customer shall be entitled to customize the use space for the Sub-organization only by using the relevant functionality within Draftomat.
 - b) The Customer shall not remove or amend any terms of use posted by Draftomat to the use space used by the Sub-organization, unless permitted by Legaltech in writing.
 - c) The Customer is solely responsible for providing training and support to its Suborganization as its client regarding utilization of Draftomat by such Suborganizations, without prejudice to the obligations of LEGALTECH to provide support and maintenance to the Customer under Clause 12.
 - d) The Customer shall be liable to LEGALTECH for any and all damages suffered by LEGALTECH in connection with the improper use of Draftomat by its Sub-organization.

6. ACCESS TO DRAFTOMAT

- 6.1. LEGALTECH will activate the Customer's Account(s) and share with the Customer the login credentials for the Users by e-mail no later than within three working days from the receipt of a signed Order Form and confirmation that the payment of the License Fee has been credited to LEGALTECH'S account.

7. LICENSE PERIOD

- 7.1. Unless otherwise stated in the Order Form, the initial License Period is one year from the Start Date.
- 7.2. The License is renewed automatically at the end of the License Period for the same License Period, unless the Customer notifies LEGALTECH, at least 30 days before the end of the current License Period, that it wishes to cancel the License. Within the period of 30 days before the expiry of the current License Period, LEGALTECH will issue pro-forma invoice to the Customer for the renewal of the License. In case of renewal, the contents of this Clause will apply *mutatis mutanda* to the new License Period. LEGALTECH will suspend the access to Draftomat if the Customer does not pay the License Fee for the renewal of the License Period.

8. LICENSE FEE

- 8.1. License Fee is set out in the Order Form. All License Fees are exclusive of VAT.
- 8.2. The pro-forma invoice will be sent to the Customer prior to the start of the License Period, by e-mail only, to the email address provided by the Customer.
- 8.3. The amount stated in the pro-forma invoice is due and payable within 7 days from the receipt thereof by the Customer.
- 8.4. The Customer will only be allowed to access Draftomat upon full payment of the amount stated on the pro-forma invoice to LEGALTECH. If the Customer has to withhold or deduct any sums, taxes or bank charges, from any payable amount stated on the pro-forma invoice, the Customer will pay and bear such amounts, taxes or bank charges and ensure that LEGALTECH receives the full amount stated on the pro-forma invoice, net of any deduction.
- 8.5. Once the Customer pays the amount indicated on the pro-forma invoice, LEGALTECH will issue an invoice to the Customer for the amount matching the amount stated on the pro-forma invoice. Where the Customer has requested that LEGALTECH sends pro-forma invoices and invoices via a third-party e-billing provider, the Customer will bear the costs and expenses of the e-billing provider, if any. The Customer will compensate LEGALTECH for any costs and damages LEGALTECH may incur as a result of engaging with the e-billing provider.
- 8.6. LEGALTECH maintains the right to change the License Fee subject to a prior notice to the Customer. The new License Fee will automatically apply when the Customer renews the License, provided LEGALTECH has informed the Customer of the new fee at least 30 days before the expiration of the current License Period. The Customer can cancel the renewal of the License if LEGALTECH changes the License Fee less than 30 days before the expiry of the current License Period.

9. USE OF THE ACCOUNT

- 9.1. Access to Draftomat may be subject to using passwords, smartcards, other security devices or arrangements for access ("**Security Credentials**") provided by LEGALTECH. LEGALTECH may change Security Credentials with notice to the Customer or the Customer's Users.
- 9.2. The Customer shall not permit any person who does not qualify as User within the meaning of these T&C to use the Customer's Account and Draftomat. Without prejudice to the generality of the foregoing, the Customer shall ensure that the User does not share Security Credentials provided to it. The Customer shall ensure that where the Organization License is provided to a Customer with a single User restriction, concurrent usage or sharing of access to Draftomat between multiple Users does not occur. Transfer of the access to Draftomat from one User to another is permitted only upon LEGALTECH's explicit approval in each particular case and discontinuation of Security Credentials provided to the existing User and provision of new Security Credentials to the new User.

- 9.3. The Customer is obliged to immediately notify LEGALTECH of any abuse of its Account, the loss of Security Credential or the falling of the Security Credential into possession of third parties. Upon being notified by the Customer of any of the foregoing, LEGALTECH will reset the relevant Security Credentials and share the new ones with the Customer without delay.
- 9.4. Without prejudice to any other right LEGALTECH may have, LEGALTECH may request and the Customer will, if requested, provide accurate reports on access to Draftomat by its Users disclosing whether its actual scope of access to Draftomat is within any limits set out in the Order Form, in the format requested by LEGALTECH. LEGALTECH may adjust the License Fee if the scope of access to Draftomat disclosed in the relevant Customer's report or otherwise determined by LEGALTECH exceeds the limits set out in the Order Form.
- 9.5. The Customer will use reasonable efforts to (a) scan Draftomat for any code or device which is designed or intended to impair the operation of any computer or database or prevent or hinder access to, or the operation of, any program or data, using detection software generally accepted in the industry, (b) secure its computing environments according to generally accepted industry standards to ensure that Draftomat cannot be accessed by any unauthorised person or malicious software, and (c) remedy any security breach of which it becomes aware.
- 9.6. If the Customer breaches the Agreement (and, for the avoidance of doubt, any non-compliance by a User will be deemed a breach by the Customer), LEGALTECH is entitled to take one or more of the following actions:
- a) eliminate the breach;
 - b) request the Customer to eliminate the breach;
 - c) temporarily suspend the access to Draftomat or any of its parts, including temporary closure of Account(s);
 - d) permanently ban the Customer and any of its Users from accessing Draftomat and using Draftomat;
 - e) claim damages from the Customer;
 - f) any other legal remedy available under the Applicable Law.
- 9.7. The Customer shall ensure that its Sub-organization undertakes the obligations specified in this Clause 9 *mutatis mutandis*.

10. AVAILABILITY OF DRAFTOMAT

- 10.1. LEGALTECH aims to maintain Draftomat available 24/7, but it does not guarantee that Draftomat will always be available without interruption. The Customer acknowledges and accepts that functioning of Draftomat at all times does not only depend on LEGALTECH, but also on third parties.

- 10.2. The Customer acknowledges and agrees that Draftomat may be unavailable or inoperable in its full capacity for any reason, including maintenance. LEGALTECH has the right to temporarily suspend the availability of Draftomat.
- 10.3. The Customer is responsible for acquiring and maintaining the equipment, connections and systems necessary for it and its Users to use Draftomat (such as mobile device, desktop or laptop).
- 10.4. Draftomat may contain links to websites, databases or software operated by third parties. LEGALTECH does not control the linked websites, databases or software in any way, nor does LEGALTECH monitor or check its contents. LEGALTECH is not liable for the contents, correctness, reliability or data security of this third party websites, databases or software.
- 10.5. LEGALTECH provides to the Customer an uptime guarantee of 99% of available time during the Agreement.
- 10.6. The Customer acknowledges and agrees that the availability of the guarantee from Article 10.4 does not apply to interruptions caused by: (a) periodic scheduled maintenance or repairs LEGALTECH undertakes from time to time; (b) interruptions caused by the User's activities; (c) interruptions caused by Draftomat malfunction (d) outages that do not affect core Draftomat functionality; (e) causes beyond LEGALTECH control or that are not reasonably foreseeable; (f) outages related to the reliability of certain programming environments; or (g) downtime in the Customer's or, as the case may be, User's network or computer system or failure of the internet.

11. CUSTOMER'S CONTENT

- 11.1. The Customer will be able to store and manage the Content on Draftomat. The Customer undertakes to procure that the Content added to Draftomat is in accordance with the T&C and any applicable laws and that it and its Sub-organization (if applicable) have all necessary permissions, consents and approvals to add the Content to Draftomat. The Customer undertakes to procure that any Content added to Draftomat is free from viruses that may damage or disturb regular functioning of Draftomat.
- 11.2. LEGALTECH does not assume any liability with respect to the Content entered into Draftomat. Content is and will remain the sole property of the Customer and LEGALTECH will not check or review the Customer's Content and the Customer is solely responsible for its factual and legal accurateness, adequacy of its drafting, commercial sufficiency etc.
- 11.3. The Customer is aware and accepts that LEGALTECH may have a legal obligation to inform competent authorities of possible illegal activity performed during the utilization of Draftomat.
- 11.4. The Customer will provide any and all assistance required by LEGALTECH in case of legal disputes with third parties relating to the Content entered into Draftomat.
- 11.5. During the License Period, the Content remains stored on Microsoft Azure Cloud, in

accordance with the Microsoft Azure security standards, wherefrom it will be deleted upon the Organization License expiry in accordance with Clause 16.3.

- 11.6. If so specifically agreed with the Customer, the Admin Content will not be accessible to LEGALTECH team in charge of administrating Draftomat. Upon the Customer's request, LEGALTECH will delete the Customer's Admin Content from Draftomat even prior to the expiry of the Organization License.
- 11.7. Draftomat Data privacy and security policy explains security standards applied in protection of the Content on Draftomat. The policy defines access permissions of Draftomat team and developers regarding the Content and the procedures applied when access to the Content is necessary to resolve technical issues.
- 11.8. LEGALTECH will not be liable for any loss of or damage to any Content: (a) during transmission via the internet or public electronic communications networks; or (b) caused by Customer's and/or User's actions or inactions. It is the Customer's sole responsibility to maintain appropriate backup of its own Content.

12. SUPPORT, MAINTENANCE AND ANCILLARY SERVICES

- 12.1. To assist in resolving technical problems with Draftomat, LEGALTECH may provide telephone and/or online access to its helpdesk, and/or may provide self-help tools. Information on the Customer support is provided by LEGALTECH on Draftomat.
- 12.2. The Customer will provide LEGALTECH with reasonable assistance and prompt access to the Customer's systems or its site. In providing support on the Customer's premises, LEGALTECH will comply with the Customer's reasonable security, health and safety, and confidentiality procedures that are provided to LEGALTECH in advance in writing.
- 12.3. LEGALTECH may seek Customer's consent to install software agents on Customer's systems to provide support or access to Draftomat remotely. If Customer withholds consent, LEGALTECH is entitled to charge a fee to the Customer for alternative support or access.
- 12.4. LEGALTECH is entitled to charge a fee, to be determined on a case-by-case basis, for any of the following types of support: (a) issues caused by the Customer, the User or person whom the Customer or the User authorised to access Draftomat; (b) issues caused by third-party information or materials; (c) issues caused by the Customer's failure to follow instructions or specifications provided by LEGALTECH; (d) issues caused by accidents, modifications, support, relocation or misuse of Draftomat not attributable to LEGALTECH; (e) the Customer's networking or operating environment; or f) on-premise support.
- 12.5. Upon submission of the official request, LEGALTECH will open a Tech support ticket. Tech support concerning Draftomat will be provided directly by LEGALTECH within reasonable time.
- 12.6. LEGALTECH will provide manuals and tutorials for the use of Draftomat.

- 12.7. From time to time, the Customer may require additional services from LEGALTECH, such as template automation services, translation services or additional training sessions ("**Ancillary Services**"). The terms and conditions for provision of such Ancillary Services shall be agreed separately between LEGALTECH and the Customer prior to their commencement.

13. CHANGES

- 13.1. LEGALTECH may modify Draftomat from time to time. LEGALTECH will use reasonable efforts to notify the Customer of significant changes to Draftomat.
- 13.2. To the extent applicable, Customer will promptly install any Update provided by LEGALTECH, and any Upgrade that LEGALTECH makes available to the Customer, at no additional charge. LEGALTECH may make other Upgrades available to the Customer that are subject to additional fees.

14. PROCESSING OF PERSONAL DATA

- 14.1. For the purposes of this Clause, the terms "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**" and "**appropriate technical, organizational and staffing measures**" have the meaning given to them in the DP Act;
- 14.2. LEGALTECH and the Customer acknowledge and agree that, for the purposes of the DP Act, the Customer is the Controller and LEGALTECH is the Processor.
- 14.3. The details of the processing of Personal Data that will be carried out by the Processor within the context of the Agreement are the following:
- a) *Subject-matter/nature/purpose*: pursuant to the Agreement, the Processor will perform the processing of Personal Data which is necessary to provide the Organization License and access to Draftomat in the terms described in the present T&C (creation of the accounts, granting of online access to Draftomat, Content, administration and security of Draftomat, provision of Customer support, etc.).
 - b) *Duration*: LEGALTECH shall retain Personal Data for a period of 10 years after expiration or termination of the Agreement. LEGALTECH may retain Personal Data for a longer period of time where necessary to fulfil a legal obligation which requires processing according to applicable law or in order for LEGALTECH to be able to establish or enforce its rights or defend against legal claims.
 - c) *Categories of data subjects and types of personal data*:
 - Customer (if an individual): name and surname, contact details (postal address, email address and telephone number), TIN, VAT number (if applicable);
 - Contact person(s) at the Customer: name and surname, company, position, professional contact details (postal address, email address and telephone number).
 - Users: name, surname, email address, logins to Draftomat.

- Customer, Users, Third parties: Personal Data included in the Content by a User or a Sub-organization.
- 14.4. Personal Data referred to in Clause 14.3 shall be processed by LEGALTECH only to an extent described in Section 11. f
- 14.5. LEGALTECH and the Customer will comply with all applicable requirements of the DP Act and any other applicable data protection legislation. This Clause 14 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the applicable data protection law.
- 14.6. Without prejudice to the above, the Customer shall procure that it always has legal basis for lawful transfer of the Personal Data to LEGALTECH and for lawful collection of the Personal Data by LEGALTECH on behalf of the Customer for the duration and purposes of the Agreement. In this regard, the Customer will send all necessary information to persons whose data are being processed.
- 14.7. LEGALTECH shall, in connection with the performance of its obligations under the Agreement:
- a) process the Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by any law to which the Processor is subject; in such a case, the Processor shall inform the Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - b) procure that the natural persons authorized to process the Personal Data on behalf of the Processor have committed themselves to confidentiality unless they are under an appropriate statutory obligation of confidentiality;
 - c) procure that it has in place appropriate technical, organisational and staffing measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and Draftomat, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - d) not engage a third-party Processor without prior written authorization of the Controller. In the case of general written authorization, the Processor shall inform the Controller of any intended changes concerning the addition or replacement of other third-party Processors, thereby giving the opportunity to object.

Where the Processor engages another Processor for carrying out specific processing activities on behalf of the Controller, the Processor shall procure that the same data protection obligations as set out in this Clause or other legal acts between the Controller and the Processor are imposed on that third-party and will provide sufficient guarantees that it will implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the DP Act.

The Processor will remain fully liable to Controller for the performance of the third-party Processor's obligations in connection with data protection;

- e) taking into account the nature of the processing, assist the Controller by appropriate technical, organizational, and staffing measures, insofar as this is possible, for the fulfilment of the Controller's statutory obligation to respond to requests for exercising the data subject's rights;
 - f) taking into account the nature of the processing and the information available to the Processor, assist the Controller in ensuring compliance with the following obligations, as contained in Articles 50, 52, 53, 54 and 55 of the DP Act: (i) taking measures to ensure security of the processing; (ii) notifying personal data breaches to the supervisory authority; (iii) communicating personal data breaches to the data subjects; (iv) carrying out data protection impact assessments; (v) consulting the supervisory authority when it is required in the context of the data protection impact assessments;
 - g) at the choice of the Controller, delete or return all the Personal Data to the Controller after the end of the License Period relating to processing, and delete existing copies unless laws applicable to the Processor require storage of the Personal Data;
 - h) make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Clause and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. With regard to this point, the Processor shall immediately inform the Controller if, in its opinion, an instruction of the Controller infringes the DP Act.
- 14.8. In relation to Clause 14.7.d), the Customer hereby provides a general authorization to LEGALTECH to engage further Processors to process Personal Data.

15. PUBLICITY

- 15.1. Customer grants LEGALTECH the right to publish Customer's name and company logo on LEGALTECH's customer list, website and social media accounts. LEGALTECH can publicly disclose details about the successful collaboration with a Customer, such as trainings provided to the Customer, news about the renewal of the Customer's subscription, increase in the number of Users, Customer's user experience, affirmative quotes about Draftomat and similar.
- 15.2. LEGALTECH can publicly disclose information about the Customer, as described under Clause 15.1, for promotional purposes only, during and after the License Period pertaining to the relevant Customer. Customer may opt-out from LEGALTECH's promotional

activities at any point by explicitly informing LEGALTECH team of its decision to opt out.

16. CONFIDENTIALITY

- 16.1. To the extent LEGALTECH, i.e. its personnel, has access to the Content in accordance with Clause 11.5, LEGALTECH will, and undertakes to procure that its personnel, protect the confidentiality of the Content with reasonable care, not use the Content for any purpose outside the scope of these T&C and not disclose the Content to any third party except where (a) legally compelled to do so; or (b) disclosure is made to third party service providers on a 'need-to-know' basis for the purpose of providing a maintenance, support or other service to the Customer in connection with Draftomat and then and only subject to ensuring that such parties undertake the confidentiality obligation in accordance with the terms of this Article 15.
- 16.2. The foregoing obligation of confidentiality does not apply to information which: (a) is or becomes (through no act or omission LEGALTECH), generally available to the public; (b) becomes known to LEGALTECH on a nonconfidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of LEGALTECH prior to such disclosure; (d) is independently developed by LEGALTECH; or (e) the Customer agrees is not confidential or may be disclosed, to the extent of that consent.
- 16.3. Upon termination or expiry of the Agreement, LEGALTECH will allow Customer to retrieve its Content during a period of 15 days from termination or expiry of the Agreement. The Customer acknowledges and agrees that upon expiry of the 15-days deadline the Content will be permanently deleted from Draftomat. However, LEGALTECH may retain copies of the Content to the extent required by, and in order to comply with law or regulation, and to defend LEGALTECH's rights under these T&C.

17. AUDIT

- 17.1. LEGALTECH has the right (by itself or through its representatives) to audit a Customer, on at least 10 business days' notice and during Customer's normal business hours, to verify whether the Customer is complying with the Agreement. LEGALTECH will comply with Customer's reasonable security, health and safety, and confidentiality procedures that are provided to it in advance in writing.
- 17.2. If the audit reveals that the Customer has breached the Agreement, the Customer will pay (a) any underpaid license fee with respect to any period of non-compliance, and (b) the costs of undertaking the audit.

18. TERMINATION

- 18.1. LEGALTECH may terminate the Agreement in accordance with Clause 3.4.
- 18.2. LEGALTECH may terminate the Agreement without notice if the Customer does not accept the engagement of a third-party processor mentioned in Clause 14.7.d).

- 18.3. LEGALTECH may terminate the Agreement without notice if: (a) the Customer has submitted false information about itself or about a User; (b) an unauthorized person has used the Customer's Account; (c) a User has uploaded a virus or has applied any other kind of damage to Draftomat.
- 18.4. Either LEGALTECH or the Customer may terminate the Agreement if the other party materially breaches the Agreement and the breach (a) remains unremedied 15 days after the date when the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured.
- 18.5. Either Party may terminate the Agreement with immediate effect if: (a) a petition is filed for initiation of insolvency proceedings over the other Party (including when the other Party submits the petition itself, with or without a pre-packed reorganisation plan); (b) a court or other public authority makes an order for compulsory liquidation of the other party; (c) the other party makes a decision on its voluntary liquidation; (d) a court order is made for the opening of insolvency proceedings over the other party; (e) the other party becomes unable to pay its debts as they fall due; (f) depending on the law applicable to the Customer, any event or action takes place which has substantially similar effect as anything referred to under (a) to (e) of this Clause.
- 18.6. If the Customer terminates the Agreement on the basis of Clause 18.4 or 18.5, it may elect to do with immediate effect or subject to a notice which may not be longer than three months.
- 18.7. Upon effective termination or expiration of the Agreement: a) the Customer's and, if applicable, the Sub-organization's right to use Draftomat will immediately cease; b) the Customer's and, if applicable, the Sub-organization's Content, will be dealt with in accordance with Clause 16.3; c) the Customer shall cease advertising and promoting the availability of its services through Draftomat; and (iii) the Customer shall discontinue any and all use of Legaltech's trade marks and logos.
- 18.8. If the Agreement is effectively terminated by the Customer on the basis of Clause 18.4 or 18.5 prior to the expiration of the License Period, LEGALTECH shall refund to the Customer a portion of the License Fee proportionate to the unconsumed License Period.
- 18.9. The rights and obligations under these T&C which by their nature are intended to survive the termination or expiry of the Agreement, including without limitation the indemnification and limitations provisions, will remain in full effect after termination or expiration of the Agreement.

19. LIMITATION OF LIABILITY

- 19.1. LEGALTECH does not warrant that Draftomat will meet the Customer's requirements or expectations or that the use of Draftomat will be uninterrupted or free from errors. In no event shall LEGALTECH be liable:
 - a) if Draftomat does not function or functions improperly in some web browsers;

- b) for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data caused by errors, damages or settings in the User's device that are unsuited for the use of Draftomat;
- c) loss of Security Credentials or their falling into the possession of unauthorized third party or its use by unauthorized third party.
- d) any damages the Customer incurs by its own actions or the actions of its Users in managing the Account or the actions of third party whom the Customer or a User have authorized to access the Account.

19.2. Any liability of LEGALTECH to the Customer shall be limited to the amount of the License Fee paid by the Customer to LEGALTECH for the Licence during the 12-month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those damages.

19.3. To the extent that LEGALTECH may not, as a matter of applicable law, limit its liability, the extent of liability shall be the minimum permitted under the Applicable Law.

20. INDEMNIFICATION FOR THIRD PARTY CLAIMS

20.1. The Customer agrees to indemnify LEGALTECH from and against any losses suffered as a result of or relating to the Customer's: (a) breach of these T&C; (b) Content; (c) use of Draftomat; (d) unauthorized use of material obtained through Draftomat; (e) violation of any third party right.

21. APPLICABLE LAW AND DISPUTE RESOLUTION

21.1. The Agreement shall be governed by the Applicable Law.

21.2. Any disputes arising out of or in connection with the present T&C or the Order Form shall be finally settled by arbitration organized in accordance with the Rules of the Belgrade Arbitration Centre. The number of arbitrators shall be three, one appointed by each party, and the third, who shall be the chairman, selected by the two appointed arbitrators which have been appointed by the parties.

21.3. If the two appointed arbitrators cannot agree on a chairman within 15 business days after each party appointed its arbitrator, the third arbitrator shall be appointed in accordance with the Belgrade Rules.

21.4. Notwithstanding Clause 21.1 LEGALTECH may sue in any court having jurisdiction over the other party.

21.5. For the avoidance of doubt, the arbitration agreement contained in Clause 21.1 is without prejudice to the right of LEGALTECH to initiate summary enforcement proceedings based on authentic document in accordance with the Serbian Enforcement Act and the initiation of such proceedings is without prejudice to the continuing validity and enforceability of the arbitration agreement contained in Clause 21.1.