

## General Terms of Use

### 1. General provisions and definitions

- 1.1. The company **RoMb Technologies d.o.o.**, with registered seat in Zagreb, Martićeva ulica 55, registered in the court register of the Commercial Court in Zagreb under number 081206839, PIN 34690437344, is the creator and licensor of the (i) automation software for load transportation vehicles, by which the load transportation vehicle shall be able to carry out various tasks autonomously, such as: making a map of the environment, localizing itself on a map, navigating through the environment by planning and following paths, vehicle sensor calibration, safety zone dimensioning, recognizing load visually or by other means, picking up and delivering loads etc and (ii) layout planning software which consists of tools for route network design and validation, as described in the product information published on the company's website: <https://romb-technologies.hr/index.html>.
- 1.2. In these General Terms of Use, the following terms shall have the following meaning:
- **Agreement** means any individual Agreement on Disposition of Copyright by Granting a Right of Exploitation (License Agreement) entered between the Licensor and the Licensee, or any commercial offer made by the Licensor and accepted by the Licensee, which these General Terms of Use are an integral part of.
  - **Croatia** means the Republic of Croatia.
  - **Defect** means the defect or error in the functioning of the Software causing the Software not to function properly.
  - **Deficiency Report** means the report signed by the Parties describing the reasons why integration of the Software has not been successful.
  - **End User** means the legal entity or person to whom the Licensee intends to sell the Vehicle with the Software integrated.
  - **Engineering workstation** means one personal computer, laptop or other electronic device owned by Licensee/End User on which one Software module – *Deployment support software* shall be installed.
  - **Fee** means the price paid by the Licensee for the exploitation and use of the Software in the amount determined by the Agreement.
  - **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with



regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

- **General Terms of Use** means these General Terms of Use.
- **Handover** means handing over the Software to the Licensee after the Vehicle with integrated Software passed a series of tests as specified in the Agreement.
- **Handover Report** means the report signed by the Parties, acknowledging the successful integration of the Software.
- **License** means a non-exclusive, non-transferable (besides transfer of the Vehicle and Engineering workstation with installed Software to the End User), spatially unlimited and unlimited in time (if specified so in the Agreement), right to exploit and use the Software.
- **Licensee** means a party that has concluded the Agreement with the Licensor.
- **Licensor** means Romb Technologies d.o.o., as defined in Article 1.1.
- **Parties** means jointly Licensor and Licensee, and each of them a **Party**.
- **Software** means automation software for load transportation vehicles described in Article 1.1. or any of its modules described in Article 3.2.
- **User Manual** means a manual prepared by the Licensor explaining functions of the Software and how to properly install and use the Software.
- **Vehicle** means a load transportation vehicle owned by the Licensee, as specified in the Agreement.
- **Warranty Period** means 1 (one) year as of the day of signing the Handover Report.

1.3. Words determining singular shall, where applicable, indicate plural and vice versa, terms which determine any gender shall indicate every gender and terms that determine persons shall include companies and other legal entities and vice versa.

1.4. Headlines above Article numbers in the Agreement and this General Terms of Use are placed for convenience only and do not affect its interpretation.

## **2. Scope of application**

2.1. General Terms of Use, besides the Agreement, regulate mutual rights and obligations between the Licensor and the Licensee regarding the exploitation and use of the Software.

2.2. General Terms of Use are an appendix and integral part of the Agreement.

- 2.3. In the event of a discrepancy between the General Terms of Use and the Agreement, provisions of the Agreement shall prevail.
- 2.4. In addition to the Agreement and the General Terms of Use, other existing individual written agreements between the Parties, especially regarding maintenance services and on-demand development services, apply to the relation between the Licensor and the Licensee.
- 2.5. If the Licensee has its own general terms of use, by concluding the Agreement with the Licensor, the Licensee agrees that these General Terms of Use exclusively apply to the legal relations between the Parties, unless agreed otherwise in writing.

### **3. Software, Obligations of the Licensor**

- 3.1. The Software comprises one or more main modules. The Parties shall specify in the Agreement the number and specific modules which are the subject matter of the Agreement. Any reference in these General Terms of Use to the modules not included in the Agreement shall be deemed non-existent.
- 3.2. Each of the modules and its functions are briefly explained:
  - **Path following:** This software module accepts as its inputs a path to be followed by the vehicle and limitations to be respected (such as velocity, acceleration and/or orientation limitations) as well as the current vehicle pose and actuator states (individual wheel velocities and steering angles). For each new input, it generates actuator commands (wheel velocity and steering angle setpoints) designed to drive the vehicle along the assigned path in a continuous and smooth trajectory, with minimal error. The module is intended to run onboard each individual vehicle during operation. The method implemented by this module is patented by the European Patent Office, under number: EP 4 073 608 B1 (European Patent Office).
  - **Localization:** This software module accepts as its input sensor data, such as Laser scanner data, wheel odometry, camera images and point clouds, IMU data and a map of the environment. For each new input, it generates as its output a smooth and accurate estimate of the current vehicle pose. Additionally, the module may update the map and share this update with other vehicles or a supervisory control system. The module is intended to run onboard each individual vehicle during operation.



- **Semantic perception:** This software module accepts as its input camera images and optionally additional data such as point clouds, vehicle pose and IMU data. It identifies the pose of specific objects of interest, such as pallets, loads, driveable terrain, plant infrastructure, other vehicles or people in the image and optionally in a coordinate frame of reference. The module is intended to run onboard each individual vehicle during operation.
- **Map building:** This software module accepts as its input sensor data, such as Laser scanner data, wheel odometry, camera images and point clouds, IMU data and optionally an initial map of the environment. Based on input data, it generates a map of the environment, suitable for accurately localizing the vehicle and planning its operations. The module is intended to run onboard each individual vehicle during the deployment phase.
- **Sensor calibration:** The software module generates actuator setpoints that drive the vehicle through a series of maneuvers, either in open or in closed loop. It accepts as its input sensor data, such as Laser scanner data, wheel encoder readings, motor controller feedback such as currents and voltages, camera images, point clouds, IMU data and optionally a map of the environment. Based on the collected data, it calculates the relevant sensor parameters, such as traction gains, steering offsets and sensor mounting poses. The software is run onboard the vehicle during the commissioning phase.
- **Layout planning:** This software module accepts as its input a map of the environment. It enables the user to design arbitrarily complex roadmaps, represented by networks of nodes ("Points of Interest") connected by segments. It supports modifying the Pol poses and segment shapes as well as optimizing the roadmap in different ways, e.g., for segment continuity. The module is intended to run on the layout designer's machine during the deployment phase and/or on the support engineer's machine during normal plant operation.
- **Safety field generation:** This software module accepts as its input the vehicle kinematic configuration and the placement of safety sensors. It enables the user to design customized safety fields based on a set of input parameters, such as the desired number of fields, velocity and steering ranges etc. It supports automated exporting of the field configuration in formats compatible with safety sensor configuration tools. The module is intended to run on the application designer's machine during the vehicle commissioning and deployment phase.

3.3. The Software has been developed by the Licensor, among other, by using open-source programmes available for anyone to use, modify, implement in

their own software and further redistribute. The Licensor shall make available the open-source program licence to the Licensee, in accordance with the terms of such open-source program.

- 3.4. If and when applicable, the Licensor shall integrate the Software on the Vehicle and on the Engineering workstation, either on-site or remotely, as defined by the Agreement. Integration of the Software implies its installation on the Vehicle's operating system and on the Engineering workstation, commissioning at the handover site and validation of the Software. The Software, once integrated, shall communicate and be connected to the Licensee's/End User's operations management system (e.g. *Warehouse Management System*) through which the Vehicles and their operations shall be controlled. For the avoidance of doubt, the operations management system is not part of the Licensor's Software, nor shall it be provided by the Licensor under the Agreement – the Licensee is obliged to independently regulate the right to use of such operations management system with the respective right holder. The Software is dependent on proper functioning of the Licensee's/End User's operations management system – without proper functioning of the operations management system the Software may not be able to function properly.
- 3.5. Upon integration of the Software on the Vehicle i.e. upon successful Handover, the Vehicle will be able to perform various tasks autonomously, without the need for permanent human intervention. Therefore, special focus must be placed on ensuring the safety of the working environment in which the Vehicle shall be operating. The Licensor's Software is not equipped with safety features, nor does the Software comply with relevant ISO certification standards which may be applicable to autonomous vehicles, such as ISO3691-4. It is the obligation of the Licensee to equip the Vehicle with additional hardware/software (as necessary) to ensure that applicable safety standards and legal regulations are complied with. Safety field configurations must be independently verified and validated by the Licensee's qualified personnel before use. No module may be relied on to perform a safety function. Accordingly, the Licensor cannot be held liable for any potential safety incidents or damages occurred due to operation of the Vehicle.
- 3.6. The Licensor shall, under the terms of the Agreement, integrate the Software on specified number of Vehicles i.e. provide corresponding number of Licenses to the Licensee (one License – one Vehicle with onboard Software modules, excluding layout planning software).

- 3.7. The Licensee agrees to obtain the Software in as-is form, as described in the User Manual, without being entitled to receive updates or upgrades of the Software. The Licensor reserves the right to further upgrade or modify the Software or its specifications at any time (e.g. by introducing new or other technologies, systems, procedures or standards).
- 3.8. The Licensor shall provide the Licensee with the User Manual for the Software which is the subject of the Agreement.
- 3.9. The devices, sensors, actuators, operations management system or similar systems, infrastructure and Internet connection of the Licensee and/or End User are not part of the License, and the Licensor is not responsible for any difficulties/problems/damages caused by Defects on the part of the Licensee/End User or a third party.

#### **4. Obligations of the Licensee**

- 4.1. Licensee undertakes to use the Software in accordance with the Agreement, General Terms of Use, User Manual, any other existing special agreements of the Parties as well as in accordance with applicable laws of Croatia, including EU regulations and directives.
- 4.2. The Licensee and the End User are prohibited to transfer, sublicense, lease, rent, duplicate, reproduce, modify, alter, decompile, disassemble, reverse-engineer, distribute, transfer or dispose with the License/Software or any part thereof to any other person without the prior written approval of the Licensor.
- 4.3. Notwithstanding Article 4.2., if the Licensee is the manufacturer/distributor of the Vehicles, it is entitled to sell the Vehicle(s) with the integrated Software to the End User. The Licensee is obliged to provide the End User with these General Terms of Use and warn the End User that he is acquiring the Vehicle with licensed Software and that he is allowed to use the Software only in accordance with these General Terms of Use, including the End User's responsibility for damages that arise as a result of his incorrect (faulty) use of the Software.
- 4.4. Moreover, the Licensee shall explicitly inform the End User that the License may be terminated by the Licensor in accordance with Article 11.7., if the End User uses the Software contrary to the provisions of these General Terms of Use.

- 4.5. The Licensee is obliged, at his own expense and responsibility and before selling the Vehicle to the End User, to acquire all appropriate hardware and devices and equip the Vehicle with such hardware and devices that is necessary for the safe use of the Software. In particular, this includes procurement and installation of all safety components prescribed by the relevant legislation for safe use of the autonomous features of the Vehicle, such as:
- Emergency pushbuttons
  - Safety laser scanners
- 4.6. For the avoidance of doubt, integration of the Software on the Vehicle does not include any kind of certification of the Vehicle in accordance with applicable regulations of the territories where the Vehicle shall be operated. The Licensee is solely responsible to obtain and procure necessary certificates for usage of the Vehicle in accordance with applicable regulations. Licensor shall provide reasonable assistance to the Licensee for the purposes of certification of the Vehicle. Any costs related to obtaining and procuring the necessary certification shall be borne by the Licensee.

## **5. Rights to the Software**

- 5.1. All copyrights and intellectual property rights on the Software and its parts and/or arising from its use belong exclusively to the Licensor. The Licensee's right consists exclusively of the right to exploit and use the Software for the duration of the Agreement and in accordance with its provisions, as well as the provisions of these General Terms of Use, and has no other rights, unless otherwise agreed by the Parties.
- 5.2. By accepting the License, the Licensee does not acquire any additional rights to the Software or License, including but not limited to ownership rights, trademark rights, patent rights (other than the right to use the patented technology in Path following module), or any other intellectual property or similar rights, all of which shall remain exclusively with the Licensor.

## **6. Warranties, Warranty Period and Limitations of Liability**

- 6.1. The Licensor grants the Licensee the use of the Software with a quality level that is in accordance with the applicable technical standards, rules of profession and regulations of Croatia and the EU. The Licensee accepts the

Software delivered in as-is form which has been prior inspected by the Licensee.

- 6.2. The Licensor warrants to the Licensee that the Software shall (i) fulfil the technical specifications and functionalities according to the Agreement, and (ii) be without Defects during the Warranty Period that would completely disable or severely limit the use of Software, provided that there has been no changes to the Vehicle or Engineering workstation, map layout, incorrect inputs/outputs to the Software from the Licensee/End User, other spatial changes which could affect the functioning of the Software and that the Licensee/End User complies with the provisions of the User Manual etc. For the avoidance of doubt, the Licensor does not warrant proper functioning of the Software to the End User, but only to the Licensee.
- 6.3. If a Defect occurs due to any reasons for which the Licensee or End User is responsible, the warranty shall be deemed void, and the Licensor shall not be obligated to remedy such Defect. The Licensor may be hired by the Licensee to remedy the Defect, but the Licensee/End User shall be obliged to bear costs of the Licensor for the service provided.
- 6.4. The Warranty Period shall commence on the date of signing of the Handover Report (as defined in the Agreement) and shall continue until the expiration of a period of one (1) year as of the day of signing of the Handover Report (Warranty Period). The Warranty Period shall be prolonged by the time period during which the Software was not operational due to the Defect for which the Licensor is responsible.
- 6.5. If during the Warranty Period the Defect in Software emerges which is not due to the external causes such as hardware changes, other software for which the Licensor is not responsible for or the actions of the Licensee itself, the Licensor shall without any unreasonable delay, remedy any such Defect in Software remotely or on-site if that is agreed upon between the Licensor and the Licensee, in which case the Licensee is obliged to bear costs as stipulated in Article 12.3. If Defect emerges, the Licensee is obliged to provide the Licensor with the data log/black box of the Software and any other program/software that has been connected with the Software, including obtaining the datalog/black box from the End User.

## **7. Limitations of Liability**

- 7.1. The Licensor is not responsible for any damage that occurs to the Licensee during the use or inability (e.g. maintenance) to use the Software or as a result of any other related circumstances (including malfunctioning), unless otherwise determined by mandatory provisions of law. The material defects liability is entirely excluded.
- 7.2. The Licensor shall not be responsible for damage caused by malfunctioning of the Software if the malfunction occurred due to objective causes that could have not been foreseen, avoided, prevented or eliminated (*force majeure*) or due to the actions of third parties.
- 7.3. The Licensor shall not bear any responsibility for malfunction of the Software that is a consequence of the Licensee's failure to maintain the appropriate IT infrastructure and any other improper use, especially if the malfunction of the Software results from use contrary to the User Manual, Agreement and General Terms of Use. Moreover, the Licensor shall not be responsible for the transmission of computer viruses and other harmful programs, errors in the Internet connection, abuse or identity theft, as well as for the loss, injury or damage of data that occur as a consequence. The Licensee is entirely responsible for data entered into the Software (including their safety and protection), for their accuracy and for creating backup data.
- 7.4. The Licensor is not liable for the effect or business results the Licensee might accomplish, or the Licensee expects from the use of the Software or from the fulfilment of this Agreement. The Licensor is not liable for any consequences of using the Software, such as data loss, damage to the equipment or hardware, problems resulting from access of other programs into the Software, problems resulting from exchange of information with other programs, data entry errors, or any other error which may arise from the operation of the Software.
- 7.5. The Licensor makes no statements and gives no warranties, explicit or implied regarding the Software except as expressly stated in the Agreement or these General Terms of Use, including but not limited to any warranties regarding the quality, effect, utilization, satisfying quality, suitability for a specific purpose or any other aspects of the Software.
- 7.6. The Licensor shall be liable only for direct damages and by no means for loss of benefit, loss of profit, non-pecuniary damage or violation of personality rights of any kind (non-pecuniary damage), i.e. for any indirect or consequential damage, loss of production, data loss etc. For the avoidance of

any doubt, Licensor shall not be responsible for any damage caused by use of the Vehicle.

- 7.7. The highest amount of damage the Licensee can claim from the Licensor (either in a one-off claim or through multiple claims) is limited to the amount of Fee payable according to the Agreement during the 12 months preceeding the claim.
- 7.8. For the avoidance of doubt, in accordance with the Article 3.5 of this General Terms of Use, the Licensor shall not be liable for any damages caused by Licensee/End User not implementing the Vehicle with the additional hardware/software required for safe use of the Vehicle in a working environment or caused by improper functioning of such safety hardware/software – the Licensee/End user shall be solely responsible for ensuring proper functioning of the safety hardware/software i.e. any damages resulting therefrom.

## **8. Personal data protection**

- 8.1. In terms of the GDPR, the Licensee is considered a data controller, and the Licensor is considered a data processor of personal data of the Licensee's End Users and their employees, if any such personal data is processed. The Licensee shall refrain from transferring any personal data of the Licensee and Licensee's End Users and their employees to the Licensor, unless this is strictly necessary to remedy the Defect of the Software.
- 8.2. If the Licensor receives or processes any personal data received from the Licensee, the Contracting Parties shall conclude a data processing agreement (DPA) before commencement of the processing of personal data. In case of any inconsistencies between the Agreement and/or the General Terms of Use, on the one hand, and the data processing agreement, on the other hand, the data processing agreement shall prevail in matters of personal data protection.
- 8.3. The Licensee is obliged as a data controller to process personal data of its End Users in accordance with the GDPR and national implementation regulations.

## **9. Confidentiality**

- 9.1. The Software itself, all information on the Software that the Licensee obtains a knowledge of when exercising the License, this Agreement as well as any

documents, data and materials which have been delivered to and made available by the other Party in connection with this Agreement, shall be considered confidential, a business secret and unpublished information with a market value, unless the Licensor indicates otherwise in writing.

- 9.2. The Parties shall keep as a business secret and confidential all information which is not generally known and which they acknowledged during the exercise of their rights and obligations from the Agreement, and are obliged not to disclose business secrets, confidential data or materials to third parties in any way, regardless of in which medium and format this data is contained. The Parties shall not use confidential data of the other Party except for the purposes envisaged by this Agreement, and that they shall not disclose, copy, reproduce or distribute confidential data of the other Party.
- 9.3. Neither Party shall disclose any information, make any announcement or press releases or any notice of either the existence or the subject matter of this Agreement without prior written consent of the other Party, unless such announcement is prescribed by law or by any government authority in which case the Parties shall consult on the content of such announcement.
- 9.4. Obligations of the Parties from this Article remain in force without time limitation even after cessation of this Agreement.
- 9.5. As an exception to the other provisions of this Article:
- Licensor can publicly name Licensee as its client for the purpose of advertising its products and services and the fact that it integrated the Software on the Vehicle of the Licensee;
  - Licensee must name the Licensor to the End User and warn the End User about the obligations regarding the License/Software, as prescribed under the Agreement and these General Terms of Use.

## **10. Duration of the Agreement**

- 10.1. Duration of the Agreement shall be prescribed by each individual Agreement.
- 10.2. The Licensor shall grant to the Licensee the use of the Software for the definite/indefinite period, as specified in the Agreement.

## **11. Termination of the Agreement**

- 11.1. Each Party has a right to terminate the Agreement at any time if the other Party fails to fulfil/violates any of its obligations under the Agreement and fails to remedy such breach within 90 days from the date of delivery of a written notice of violation with a warning of the possibility of termination.
- 11.2. Licensor may terminate the Agreement with immediate effect and without prior written notice if the Licensee (or End User as applicable):
- has been subject to pre-bankruptcy, bankruptcy, liquidation or equivalent insolvency or dissolution procedure either by the laws of Croatia or by the laws of the Licensee's country of origin,
  - is late in paying two or more invoices,
  - violates the copyright and intellectual property rights of the Licensor,
  - violates confidentiality provisions of the Agreement,
  - sublicences, rents, transfers, exploits or disposes of the Software/Licence in unauthorized/illegal/unintended manner,
  - creates a competing software in unauthorized/illegal manner, or
  - violates any applicable rules on the protection of personal data.
- 11.3. After the termination of the Agreement, all rights of the Licensee obtained under the Agreement relating to the Software (and License) shall be retransferred to the Licensor, and the Licensee/End User shall no longer be entitled to use the Software, except for Licenses for which the Fee has been paid in full before the effective date of termination ("Paid-up Licenses"). Paid-up Licenses shall remain in force for their originally agreed term, regardless of whether the respective Vehicle is in the possession of the Licensee or an End User, and shall remain subject to these General Terms of Use.
- 11.4. Termination of the Agreement shall not affect mutual claims incurred i.e. which became due prior to the moment of termination of the Agreement, nor possible rights to compensation of damages due to violation of obligations undertaken by the Agreement.
- 11.5. In case of termination of the Agreement the Licensee is not entitled to recover the amounts paid to the Licensor according to the Agreement nor to withhold the remaining payments according to the Agreement.
- 11.6. After the termination of this Agreement the Licensee undertakes to destroy all copies of the Software and all related documents granting the use of the Software, at its own expense, except for copies required for the use of Paid-up Licenses.

- 11.7. 11.7. The Licensor may terminate a Paid-up License if the Licensee or End User using it breaches Article 4.2, 5 or 9 of these General Terms of Use and fails to remedy the breach within 30 days of receiving a written notice. Such termination shall affect only the Paid-up Licenses of the party in breach.
- 11.8. After the termination of the Agreement, the Licensor has no obligation to provide warranty, maintenance or support services in relation to Paid-up Licenses, unless agreed otherwise in writing.

## **12. Fees and Payments**

- 12.1. The Fee for the License and the payment terms shall be specified by the Agreement.
- 12.2. In case of any delay with payment of any due amount of the Fee the Licensor is entitled to:
- charge the Licensee with the statutory default interest applicable in Croatia at that time;
  - cease any further works under this Agreement until the due amount is paid; suspending support, updates and new license distribution, which shall not affect the obligation of the Licensee to fulfil the obligation to pay the complete Fee and to fulfil other obligations of the Licensee arising from this Agreement.
- 12.3. In addition to the Fee, the Licensee shall be obliged to bear all costs of on-site integration of the Software or of an on-site repair of the Defects in the Software including: all costs of travel, transport, accommodation and per diem up to the maximum non-taxable amount in Croatia paid to Licensor's employees for each employee working on-site. The Licensor shall provide an estimate of such costs in the Agreement, however, if such costs prove to be higher than estimated, the Licensee shall be obliged to bear the full amount of said costs.
- 12.4. All invoices of the Licensor shall be due and payable within 30 (thirty) days of issuance, unless explicitly stated otherwise in the Agreement. The Licensee shall pay the amount of the Fee to the Licensor's account specified in the Agreement or which the Licensor has notified the Licensee of in writing. Invoices shall be considered accepted, if the Licensee does not submit a written objection within 8 days of the issuance of the invoice.

- 12.5. All the amounts stated in the Agreement are stated in net amount and do not include value-added tax (VAT), withholding or any other applicable taxes or contributions payable on that amount (if any) and which the Licensee undertakes to pay together with the net amount.
- 12.6. The Parties agree they shall not make any reductions of the amounts due for bank charges, conversion costs, quotes or any other taxes, contribution or fees. The payment is considered executed when a Party receiving the payment receives the full amount, which is the subject of the payment, to the transaction account denoted to the other Party.
- 12.7. The Licensee is not entitled to perform set-off of its own claims against the Licensor with the amount it is obliged to pay according to the Agreement, without a prior written approval of the Licensor.

### **13. Amendments to the General Terms of Use**

- 13.1. The Licensor can unilaterally change these General Terms of Use at any time.
- 13.2. The Licensor shall notify the Licensee in writing of any amendments and deliver a copy of the amended General Terms of Use to the responsible person of the Licensee or to another person designated by the Licensee via electronic mail at latest 30 days before such amendments take effect.
- 13.3. The Licensee has the right to lodge a written objection within 15 days of receiving the notification of the amendment. If the Licensee does not object to the amendments specified in the notification within 15 days, the amendments will be considered accepted and binding.
- 13.4. If the Licensee lodges an objection to the amendment, the Licensor reserves the right to terminate the Agreement concluded with the Licensee in accordance with the previously valid general terms of use with the applicable notice period of 30 days.
- 13.5. If the Licensor does not cancel the Agreement concluded with the Licensee within 30 days, such Agreement will remain in force and the old general terms of use will continue to apply to it.

### **14. Other provisions**

- 14.1. If any provision of the Agreement and/or General Terms of Use is null, invalid or unenforceable, this will not affect the validity of other provisions of the Agreement and General Terms of Use. The Parties shall immediately replace such a provision with another provision, which will be valid in form and content, and which will lawfully fulfil the economic purpose of the null, invalid, or unenforceable provision taking the Parties' interests into account as much as possible.
- 14.2. Failure to perform any right granted to a Party pursuant to the Agreement and General Terms of Use shall not be considered as a waiver of such right by that Party. Any waiver of a right given to the Party pursuant to the Agreement has to be done explicitly and in written form.
- 14.3. Termination of the Agreement and General Terms of Use does not affect its provisions which are explicitly or implicitly determined to enter into force or continue to apply even after termination of the Agreement and General Terms of Use.
- 14.4. The relations between the Parties shall be exclusively governed by Croatian law (and especially by the Act on Copyright and Related Rights) which includes EU Regulations and Directives, regardless of whether the Software/License is used in the territory of Croatia or abroad, with the exclusion of conflict of law rules from regulations on international private law.
- 14.5. These General Terms of Use are adopted on June 1st 2025 and apply from June 1st 2025 onwards.