AUXCODE LIMITED

STANDARD TERMS OF TRADE

Updated : September 2026
Version : STT-29-09-2026
STT Effective Date : 29 September 2026

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Article 1. Rules of Construction

1.1 These rules of construction are applicable to these standard terms of trade (hereinafter referred to as the "**STT**"), as well as to each software services agreement (hereinafter referred to as an "**Agreement**") for the delivery of services ("**Services**") by AuxCode Limited (the "**Supplier**") to a client (the "**Client**").

1.2 In the event of an inconsistency between the STT and an Agreement, the terms and conditions of an Agreement prevail.

1.3 Capitalized words not defined in an Agreement have the meaning given to them in the STT.

1.4 Words denoting the singular only shall also include the plural, as well as the other way around.

1.5 Words denoting the masculine gender only shall also include the feminine and neuter genders.

1.6 The index and any headings or sub-headings are inserted for convenience only and shall be ignored in construing the STT and an Agreement and any of its annexes, schedules or attachments.

1.7 The word "variation" shall include any amendment, supplement, extension, deletion, replacement, novation, substitution, re-enactment or other modification however fundamental and however effected.

1.8 The words "clauses", "sub-clauses", "paragraphs", "schedules", "annexes" and "exhibits" shall be construed as references to clauses, sub-clauses, paragraphs of, and schedules, annexes and exhibits of these STT or, as the context requires, of an Agreement and any of its annexes, schedules or attachments containing such reference.

1.9 Any reference to a Party to an Agreement and any of its annexes, schedules, or attachments shall be construed so as to include its successors in title and any person who is assigned or who assumes the role, rights or obligations of such Party and any of its annexes, schedules or attachments, whether by a transfer, replacement or any other means of conveyance permitted by an Agreement and any of its annexes, schedules or attachments.

1.10 An Agreement and any of its annexes, schedules or attachments or any other document includes references to that Agreement and any of its annexes, schedules or attachments or other document as varied, novated, re-enacted, supplemented, restated and/or replaced in any manner from time to time and/or any document which varies, novates, re-enacts, supplements, restates and/or replaces it.

1.11 The term "including" or "includes" and "in particular" shall not be construed restrictively but shall be construed as meaning "including, without limitation or prejudice to the generality of the foregoing" and "in particular, without limitation or prejudice to the generality of the foregoing".

1.12 Consents, waivers or approvals required from a Party under an Agreement and/or in relation to an Agreement, plus any of their respective annexes, schedules or attachments, are validly executed, delivered and in force and effect when executed in electronic form, and are only permitted to be delivered in hardcopy and executed in hardcopy writing when this is previously and explicitly agreed by all Parties to that Agreement.

1.13 The term "written" or any reference to a document, whether a bilateral contract, unilateral notification or any other form of communication in writing, shall equally mean a communication in electronic form, and both forms shall be equally legal, valid, binding and enforceable, subject to the limitations provided for in the jurisdiction of incorporation of the Client.

1.14 The term "**Business Requirements**"("**BRs**") means the collective of internally consistent functional, non-functional and technical specifications, as defined by the Client, which the Services sold or licensed to the Client by the Supplier under an Agreement must meet in order to fulfil the Parties' pre-defined and agreed performance outcomes of those Services.

1.15 The term "**User Stories**" ("**USs**") means the concise description of a software feature or functionality written by the Client from the perspective of a user of the Services (an individual or an API) and intended to communicate to the Supplier what a user wants to achieve with the Services and why.

1.16 The term "**User Story Acceptance Criteria**" ("**USAC**") means a set of specific, pre-determined conditions that a software feature or User Story must meet or fulfil in order to be considered complete and accepted to the Client.

1.17 The term "**Party**" refers to both the Client and the Supplier, and both are jointly referred to as the "**Parties**".

1.18 "**Business Day**" means a day other than a Saturday, Sunday, or public holiday in Bulgaria.

1.19 For the purposes of these STT, the term Agreement, shall include, where the context permits it, all statements of work, change requests, order forms, and/or other contractual engagement related to an Agreement.

Article 2. Services

2.1 An Agreement is a valid, legal, binding and enforceable contract for the provision by the Supplier to the Client of a defined enumeration of services, which may include one or more of the following categories: software design, software development, software testing, software maintenance, network services, hosting services, software testing automation, artificial intelligence-assisted data services, AI conversation design, cybersecurity services, each of which is referred to as a "**Service**", and collectively as the "**Services**".

2.2 The terms and conditions of an Agreement govern the delivery of the Services by the Supplier to the Client, but excludes specifically the provision of Services to the Client in relation to resolving incidents affecting the normal performance of the Client's information technology (support) infrastructure resulting from:

2.2.1 the Client's use of equipment, software or service(s) that have not been provided or previously vetted by the Supplier.

2.2.2 the Client's implementation of changes to the set-up or configuration of equipment, software or Services provided by the Supplier.

2.2.3 the Client having prevented the Supplier from performing the scheduled and/or required Services and/or not having implemented such of the Supplier's software versions, upgrades and/or patches as provided by the Supplier.

2.3 An Agreement does not apply in circumstances of force majeure, being conditions in which the Supplier is prevented from performing a Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including, extreme weather phenomena including lightning strikes, earthquakes and floods, strikes, lockouts, riots and other manifestations of civil unrest, acts of terrorism or war, epidemics, communication line failures, disruptions of critical civil infrastructure, including water, power and/or gas supply failures affecting the Supplier's primary site of operations and/or back-up facilities and acts of God.

2.4 An Agreement suspends the obligation of the Supplier to deliver the Services to the Client in the event the Client does not settle the invoices issued to it by the Supplier in cash and in full within fourteen (14) calendar days of the due date of each such invoice.

2.5 As an integral part of the Services, the Supplier, at its sole discretion, classifies the severity of each defect raised by the Client during User Acceptance Testing ("**UAT**") and remedies each such defect classified as Critical and High with priority and prior to deployment. The Supplier is held to remedy each defect classified as "Low" after deployment and concurrent with the release of subsequent versions of the Services. The classification of UAT defects is as follows:

2.5.1 "Critical" is a defect that prevents the Services from achieving the Client's Business Requirements (BRs)

2.5.2 "High" is a defect that prevents one or more User Stories (USs) from operating correctly and thereby affecting the achievement of a Client's BR.

2.5.3 "Low" is a defect that prevents one or more USs from operating correctly, without impeding the Services from meeting their BRs.

2.5.4 "Cosmetic" is not a technical defect but a Client preference in the UX/UI of the Services that does not prevent a User Story from operating correctly or any Business Requirement from being met. The Supplier will address Client preferences subject to the Parties' execution of a Change Request.

Article 3. Change Request

3.1 Either Party may request a change to the scope, specifications, timelines, or deliverables of the Services defined in an Agreement by submitting a written change request (a "**Change Request**") to the other Party.

3.2 Each Change Request shall include:

3.2.1 a description of the proposed change in sufficient detail to enable the other Party to assess its impact;

3.2.2 the reason for the proposed change; and

3.2.3 the requested effective date as of which the Change Request is to be an integral part of an Agreement.

3.3 Within ten (10) Business Days of receipt of a Change Request (or such other period as the Parties agree), the Supplier shall provide the Client with a written impact assessment (the "**Impact Assessment**") setting out:

3.3.1 the impact on the Fees, including any additional costs;

3.3.2 the impact on delivery timelines and milestones;

3.3.3 the impact on the technical specifications, BRs, and USs; and

3.3.4 any other material implications.

3.4 No Change Request shall be binding unless and until both Parties have approved it in writing. Upon written approval by both Parties, the Change Request shall form an integral part of an Agreement.

3.5 The Supplier shall not be obliged to commence work on any change until the relevant Change Request has been approved and, where the Change Request involves additional Fees, until the Client has confirmed its acceptance of those additional Fees and terms of payment.

3.6 Pending the approval or rejection of a Change Request, the Supplier shall continue to perform the Services in accordance with the existing Agreement unless the Parties agree otherwise in writing.

Article 4. Subcontracting

4.1 The Supplier may subcontract the performance of any part of the Services to qualified third-party subcontractors (each, a "**Subcontractor**"), provided that:

4.1.1 the Supplier notifies the Client in writing prior to engaging any new Subcontractor, specifying the identity of the Subcontractor and the scope of the subcontracted services;

4.1.2 the Supplier ensures that each Subcontractor is bound by written obligations of confidentiality, data protection, and intellectual property no less protective than those imposed on the Supplier under these STT and the relevant Agreement;

4.1.3 the Supplier remains fully liable and responsible to the Client for the performance of all subcontracted services as if they had been performed by the Supplier directly; and

4.1.4 the Client may object to a proposed Subcontractor on reasonable grounds within ten (10) Business Days of receiving the Supplier's notification, in which case the Parties shall discuss the objection in good faith and the Supplier shall not engage the proposed Subcontractor unless the Client's objection is resolved.

4.2 The Supplier shall maintain and, upon request, provide to the Client an up-to-date list of all Subcontractors engaged in the delivery of the Services.

4.3 Subcontracting under this Article is without prejudice to the Supplier's obligations regarding sub-processors under Article 16 (Personal Data Obligations) and the Supplier's standard Data Processing Agreement.

Article 5. Performance

5.1 The Parties agree to take all necessary measures to ensure that:

5.1.1 the terms of an Agreement are valid, legal, binding, and enforceable against the other Party; and,

5.1.2 the Services are correctly specified by the Client and promptly carried out by the Supplier to the best of their respective abilities.

5.2 To that end, the Client will supervise the daily performance of the Supplier. Any concerns regarding quality or productivity must be communicated by the Client to the Supplier by the end of the next Business Day, failing which:

5.2.1 the hours worked and logged by the Supplier will, in the absence of manifest error, be deemed to have been accepted for payment by the Client; or, as an Agreement may specify,

5.2.2 the day's pro rata part of the agreed monthly Services fees shall be deemed to have been accepted for payment by the Client.

Article 6. User Acceptance Testing Timelines

6.1 Upon the Supplier's written notification to the Client that the software is ready for user acceptance testing (the "**UAT Readiness Notice**"), the Client shall commence UAT within five (5) Business Days.

6.2 The Client shall complete UAT and provide the Supplier with either (a) written acceptance of the software; or (b) a written list of defects classified in accordance with Clause 2.5, within twenty (20) Business Days of the UAT Readiness Notice (the "**UAT Period**"), or such other period as an Agreement specifies.

6.3 Deemed Acceptance. If the Client fails to commence UAT within the period specified in Clause 6.1, or fails to provide written acceptance or a written defect list within the UAT Period, the software shall be deemed accepted by the Client on the Business Day following the expiry of the UAT Period.

6.4 Deemed acceptance under Clause 6.3 shall have the same legal effect as written acceptance for all purposes under an Agreement and these STT, including the Supplier's entitlement to invoice any Fees contingent upon acceptance. For the avoidance of doubt, and subject to the terms of an Agreement, any assignment and transfer of IP Rights, remains subject to the Client's full settlement of the relevant invoices in accordance with Clause 7.3.

6.5 Where the Client provides a defect list within the UAT Period, the Supplier shall remedy defects in accordance with Clause 2.5 and re-submit the software for a further UAT cycle. Each subsequent UAT cycle shall be subject to a UAT Period of ten (10) Business Days, with deemed acceptance applying on the same terms as Clause 6.3.

Article 7. Intellectual Property

7.1 Intellectual property rights ("**IP Rights**") means any and all intellectual and/or industrial property rights, title and interest in tangible and intangible assets created by the Supplier, including:

7.1.1 computer software programs, data, databases, and the documentation thereof;

7.1.2 patents, patent applications and all related continuations, divisional, reissue, design patents, applications, and registrations thereof, certificates of inventions;

7.1.3 registered trademarks, trademark applications, and registered domain names; and specifically, any and all copyrights related to the foregoing assets and any derivative works, including moral rights, registrations, and applications for the registration thereof.

7.2 The Supplier warrants and represents that:

7.2.1 in respect of the IP Rights to be assigned and transferred by the Supplier under an Agreement to the Client, that the Supplier owns outright these IP Rights, meaning all rights, titles, and interests, including intellectual and industrial property rights, and particularly all copyrights and trademark rights, in and to the IP Rights to be assigned transferred by the Supplier to the Client under an Agreement; and,

7.2.2 in respect of IP Rights to be licensed by the Supplier under an Agreement to a Client, that the Supplier holds a valid, legal, binding and enforceable title to license these IP Rights to the Client in accordance with Article 11 hereof, and as may be further set out in an Agreement.

7.3 Under an Agreement to assign and transfer the IP Rights to the Client:

7.3.1 these IP Rights are assigned and transferred to the Client from the moment the Client has fully settled all commercial invoices issued by the Supplier for the creation of those IP Rights. Until that moment, the IP Rights, whether or not delivered to the Client, and whether or not invoiced to the Client, remain in the sole ownership of the Supplier, which retains all rights title and interests in these IP Rights.

7.3.2 at the time of the assignment and transfer of IP Rights under an Agreement to a Client, the Client grants the Supplier, and only to the Supplier, a transferrable, sub-licensable, royalty-free and perpetual license to the assigned and transferred IP Rights, permitting the Supplier to use these IP Rights, in conformity with the confidentiality undertaking in these STT and fully anonymized to protect the Client, for the purpose of the continued development and exploitation, of those IP Rights.

7.4 Under an Agreement to license the IP Rights to the Client, these IP Rights are made available for the Client to use in accordance with the terms of the license granted by these STT, as set out in Article 11, and as may be further specified in an Agreement between the Client and the Supplier.

Article 8. Use of AI-Assisted Tooling

8.1 In performing the Services, the Supplier uses professional software tooling, which includes AI-assisted tools, in the same manner as other industry-standard instruments such as static analysis, testing frameworks and development environments. Such tools support activities including research, code analysis, drafting and quality assurance.

8.2 All Services are directed by the Supplier's consultants. Each work product created by the Supplier in the performance of the Services and delivered to the Client under an Agreement (a "Deliverable") is reviewed and approved by a member of the Supplier's staff prior to delivery, which is recorded in the Supplier's quality-assurance records. Subject to clauses 8.7 and 8.8, the Supplier's responsibility and liability for the Services and the Deliverables, as set out in these STT and in the relevant Agreement, are unaffected by the tooling used in their production.

8.3 The Client Materials (as defined in clause 9.1) and the Client's Confidential Information are processed only through services engaged by the Supplier under commercial terms that provide confidentiality, data-protection and non-training commitments consistent with the Supplier's obligations under Article 19 (Confidentiality) and Article 16 (Personal Data Obligations) and under the Supplier's standard Data Processing Agreement and its list of approved sub-processors, both as posted on the Supplier's corporate website (www.auxcode.com). The Supplier does not permit the use of personal or otherwise unapproved AI accounts for the processing of Client Materials or Confidential Information.

8.4 Vendors of AI-assisted tools may embed machine-readable provenance signals in generated or processed content. Such a signal indicates only that a tool formed part of the production process; it carries no information about the extent of that tool's contribution and does not indicate the absence of human authorship, review or approval. Conversely, the absence of such a signal does not indicate that no tooling was used, as such signals may be removed or altered by editing, format conversion or similar processing. The presence or absence of a provenance signal in a Deliverable does not of itself constitute a defect in, or a breach of, the Services or an Agreement.

8.5 Where the Client requires restrictions on the use of AI-assisted tooling for an engagement, the Parties will agree such restrictions in writing before the affected work begins and will record in the same instrument any resulting adjustment to the scope of the Services, the delivery timelines or the Fees. Restrictions requested after the affected work has begun shall be agreed by way of a Change Request in accordance with Article 3 (Change Request). Where a restriction arises from the Client's legal or regulatory obligations, the Parties will negotiate the restriction and its consequences in good faith.

8.6 Ownership of and rights in the Deliverables are governed by Article 7 (Intellectual Property) and by the relevant Agreement and are unaffected by the tooling used in their production. The Deliverables reflect human authorship through the direction, selection, arrangement and review described in Clause 8.2

8.7 AI-assisted tools are probabilistic in nature and may produce output that is inaccurate, incomplete or fabricated. The review and approval process described in clause 8.2 is a quality-assurance measure and does not constitute a warranty, representation or guarantee by the Supplier that output generated by AI-assisted tools is free of such errors, or that no such error will be present in a Deliverable.

8.8 Any error in a Deliverable, whether or not originating from an AI-assisted tool, is assessed solely against the acceptance criteria, warranties and defect-remedy provisions of these STT and the relevant Agreement. The use of AI-assisted tooling does not give rise to any separate or additional basis of liability of the Supplier, and any liability of the Supplier arising from such an error remains subject to the exclusions and limitations in Article 21 (Limitation of Liability).

8.9 Where the Client intends to rely on a Deliverable for a purpose that it knows to be safety-critical, legally significant or otherwise high-risk, and that purpose has not been specifically disclosed in the relevant Agreement, the Client shall independently verify the Deliverable before such reliance, and the Supplier shall not be liable for any loss or damage arising from undisclosed reliance of that kind.

Article 9. Client-furnished Materials

9.1 The Client warrants and represents that all materials, data, content, specifications, and information it provides to the Supplier in connection with the Services including any Client Materials obtained by the Supplier on the Client's written instructions through website links provided by the Client (the "**Client Materials**") :

9.1.1 are accurate, complete, and not misleading in any material respect;

9.1.2 do not infringe the intellectual property rights, privacy rights, or other rights of any third party; and

9.1.3 comply with all applicable laws and regulations, including data protection laws.

9.2 The Client shall indemnify, defend and hold harmless the Supplier, its officers, employees, agents and subcontractors against all claims, demands, actions and proceedings brought by any third party, and all losses, damages, liabilities, fines, penalties, awards, costs and expenses (including reasonable legal fees) suffered or incurred by the Supplier, arising out of or in connection with:

9.2.1 any breach of the warranties in Clause 9.1;

9.2.2 any claim that the Client Materials, or the Supplier's use of the Client Materials in accordance with an Agreement or the Client's instructions, infringe the intellectual property rights of any third party; and

9.2.3 any personal data breach, or any breach of applicable data protection laws, to the extent attributable to the Client Materials, the content thereof, or the Client's instructions regarding their use or processing, including any claim by a data subject and any fine, penalty or corrective measure imposed by a competent supervisory authority.

9.3 The indemnity in Clause 9.2 shall not apply to the extent that a claim arises from the Supplier's use of the Client Materials otherwise than in accordance with an Agreement or the Client's instructions, or from the Supplier's breach of its obligations under Article 16 (Personal Data Obligations).

9.4 Clause 21.8 shall apply mutatis mutandis to the indemnity in this Article, with the Client as the Indemnitor and the Supplier as the Party relying on the indemnity.

9.5 The indemnity in this Article is in addition to, and not in substitution for, any other right or remedy available to the Supplier, and the Client's liability under this Article is not subject to the limitations set out in Article 21 (Limitation of Liability).

9.6 The Parties agree and acknowledge that the Supplier is entitled to rely on the Client Materials without independent verification or independent IP audits. The Supplier shall have no liability for any defect in the Services to the extent such defect is attributable to inaccurate, incomplete, or unlawful Client Materials.

Article 10. Open Source Software

10.1 Certain items of software may be provided to the Client as part of the Services that are subject to "opensource" or "free software" licenses ("**OSS**"). Each item of OSS is licensed under the terms of the end-user license that accompanies such OSS. Nothing in this these STT limits the Client's rights under, or grants the Client rights that supersede, the terms and conditions of any applicable end-user license for the OSS.

Article 11. Software Licensing

11.1 This Article applies where an Agreement provides for the Supplier to grant the Client a license to use software provided by the Supplier (the "**Licensed Software**").

11.2 Grant of Licence. Subject to the Client's compliance with the terms of the relevant Agreement and these STT, and subject to the Client's timely payment of all applicable Fees, the Supplier grants to the Client a non-exclusive, non-transferable, non-sub-licensable licence to use the Licensed Software solely for the Client's internal business purposes and within the scope specified in an Agreement (the "**Licence**").

11.3 Licence Parameters. Each Agreement shall specify the following parameters of the Licence, failing which the defaults stated below shall apply:

11.3.1 Tenor: a subscription license, annually renewable unless an Agreement specifies differently.

11.3.2 Form of use: the Licensed Software is made available to the Client for implementation at a single, define instance, a single seat and for a single user, and without application of alternative usage metrics, unless an Agreement defines differently.

11.3.3 Territory: the License permits the use of the Licensed Software within the jurisdiction of the Client's incorporation, unless an Agreement specifies differently.

11.3.4 Exclusivity: the License is non-exclusive to the Client, unless an Agreement expressly grants exclusivity for a defined purpose of use, period of time and/or territory; and

11.3.5 Operating infrastructure: the Licensed Software shall be deployed and operated only in the technical environment specified in an Agreement or in the Supplier's published system requirements.

11.4 Restrictions. Except as expressly permitted by an Agreement or by applicable mandatory law, the Client shall not:

11.4.1 copy, modify, adapt, translate, or create derivative works of the Licensed Software;

11.4.2 reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Licensed Software;

11.4.3 sub-license, lease, rent, loan, distribute, or otherwise make the Licensed Software available to any third party, except as necessary for the Client's authorised users to access and use the Licensed Software in accordance with an Agreement;

11.4.4 remove, obscure, or alter any proprietary notices, labels, or marks on or in the Licensed Software; or

11.4.5 use the Licensed Software to develop a competing product or service or permit a direct competitor of the Supplier to access the Licensed Software.

11.5 Updates and Upgrades.

11.5.1 During the term of a subscription licence and subject to the Client's payment of all applicable Fees, the Supplier shall make available to the Client all updates (meaning bug fixes, patches, and minor version releases) to the Licensed Software at no additional charge.

11.5.2 Upgrades (meaning major version releases introducing material new functionality) may, at the Supplier's discretion, be subject to additional Fees as specified in an Agreement or as notified to the Client in advance.

11.5.3 For perpetual licences, access to updates and upgrades is contingent upon the Client's purchase of a separate maintenance and support agreement.

11.6 Licence Suspension and Revocation.

11.6.1 The Supplier may suspend the Client's access to the Licensed Software immediately upon written notice if:

11.6.1.1 the Client breaches any usage restriction under Clause 11.4;

11.6.1.2 the Client fails to pay any invoice by its Due Date, and such failure continues for more than fourteen (14) calendar days after the Supplier's written reminder; or,

11.6.1.3 suspension is necessary to address an imminent security vulnerability or data protection incident.

11.6.2 Suspension under Clause 11.6.1 shall continue until the Client has remedied the relevant breach to the Supplier's reasonable satisfaction. If the breach is not remedied within thirty (30) calendar days of the suspension notice, the Supplier may terminate the Licence and the relevant Agreement in accordance with Article 15 (Termination).

11.6.3 Upon expiry or termination of the Licence for any reason, the Client shall immediately cease all use of the Licensed Software, de-install all copies, and certify in writing to the Supplier that it has done so within fourteen (14) calendar days.

11.7 Ownership. For avoidance of doubt: under no circumstances does the granting of a License to the Client to use the IP Right vested in the Licensed Software constitute, imply or, with the passage of time, effect in any way the assignment, transfer or conveyance of any form of title over, or control of, these IP Rights to the Client.

Article 12. Fees and Invoicing

12.1 The fees the Parties agree to be payable to the Supplier as fair and due consideration for the Services to be provided to the Client are specified in the relevant Agreement between the Parties (the "**Fees**"). These Fees are subject to annual variation, by way of indexation on the annual changes (if positive) in the Consumer Price Index of Bulgaria and published for the 12-month period immediately preceding the indexation adjustment date, which is 1 January of each calendar year following the Effective Date. In the event the Consumer Price Index varies by +2.5% or more between the Effective Date and the first indexation adjustment date, or between subsequent successive indexation adjustment dates, the Supplier has the right to apply the reported variation to the Fees on the following indexation adjustment date.

12.2 The Supplier will invoice the Fees to the Client on a monthly basis in arrears. Payment on invoice submitted by the Supplier to the Client are due ("**Due Date**") in full within fourteen (14) calendar days from the date on which the invoice was created (the "**Invoice Date**").

12.3 If the Client fails to make full payment on any invoice on its Due Date, the Supplier shall be entitled to claim late payment interest on any Past Due amounts at the rate of 0.05% per day or the maximum amount allowed by law, whichever is the lesser, from the date on which the payment was due until the date on which it is paid in-full, including accrued interest. Time is of the essence for all payments under an Agreement and in the event any payment due to the Supplier is collected judicially or with the services of a bailiff or collection agency, the Client agrees to pay all costs of collection, including the cost of bailiffs, all court costs, and reasonable attorney's fees.

12.4 In the event the Supplier and the Client agree a fixed-price contract, as the case may be with one or more interim milestone payments, the fixed-price payments are tied to one or more contractual payment dates.

Article 13. Reimbursement of Expenses

13.1 The Supplier will be reimbursed from time to time for reasonable and necessary expenses incurred by the Supplier in connection with providing the Services, including, but not limited to, business travel expenses. All such expenses must be pre-approved by the Client in writing.

Article 14. Term of Validity

14.1 The start date of the term of validity (the "**Term**") of an Agreement falls on its Effective Date, as stated in an Agreement, and ends on the date an Agreement expires in accordance with its terms or is terminated in accordance with Article 15 below.

Article 15. Termination

15.1 If a Party should wish to terminate an Agreement without cause, that Party must provide no less than 60 (sixty) days' prior written notice ("**Termination Notice**") to the other Party, and, in any event, any such longer period of time as is reasonably required for the Supplier to complete the delivery to the Client of any software development services in progress on the date of the Termination Notice.

15.1.1 For the purpose of this clause the term "delivery" means the written confirmation **("Delivery Notice**") issued by the Client to the Supplier, in relation to the software to which the Delivery Notice specifically refers, confirming that the Client has satisfactorily completed the process of user acceptance testing. Where acceptance is deemed to have occurred under Clause 6.3, delivery for the purposes of this Article shall be deemed to have taken place on the date of such deemed acceptance, without the need for a Delivery Notice.

15.2 If either Party breaches a material provision under an Agreement, the non-defaulting Party shall either waive said breach by providing a waiver ("**Waiver Notification**") to the defaulting party or, give a notice in writing to the defaulting Party ("**Default Notice**") to request remediation of the breach(es) specified therein within 30 (thirty) calendar days of the date of delivery of the Default Notice.

15.3 If the defaulting Party fails to remedy the breach(es) notified to it in a Default Notice within the remedy period, the non-defaulting Party shall notify the defaulting Party by Termination Notice that an Agreement is terminated with immediate effect and thereby:

15.3.1 Discontinue, if the Client has defaulted, any outstanding and undelivered software development in progress as well as any ancillary services under the terminated Agreement, and invoice the Client for any un-invoiced and/or unpaid Services performed prior to the date of the Termination Notice; or

15.3.2 Cancel, if the Supplier has defaulted, any outstanding and undelivered software development in progress, as well as any ancillary services, under the terminated Agreement, whereupon the Supplier shall invoice the Client for any un-invoiced and/or unpaid Services performed prior to the date of the Termination Notice.

15.4 A material breach of an Agreement includes:

15.4.1 Non-delivery of Services by the Supplier in conformity with the terms of an Agreement, unless such non-delivery has been previously agreed between the Parties by execution of one or more Change Requests or is due to force majeure, as per Clause 2.3.

15.4.2 Non-payment of one or more invoices by the Client.

15.4.3 Insolvency proceedings of whatever nature having been initiated against a Party, with the term "insolvency" defined as:

15.4.3.1 the bankruptcy, moratorium of payments, winding up, liquidation, dissolution or administration of a Party;

15.4.3.2 the appointment of a receiver or administrative receiver, insolvency trustee or similar officer in relation to a Party or any of its assets; or

15.4.3.3 any proceedings or events equivalent or analogous to any of the matters listed above, under the law of the jurisdiction in which the Party is incorporated.

15.4.4 Breach of the STT by a Party, and particularly in respect of confidentiality, IP Rights, personal data obligations, representations, warranties and/or indemnities and/or non-solicitation.

Article 16. Personal Data Obligations

16.1 In performing the Services defined in an Agreement, the Supplier will comply with European Union's General Data Protection Regulation ("**GDPR**") in relation to all the Client's data and the personal data, if any, of Client staff the Supplier receives from the Client.

16.2 The Client may find the Supplier's standard GDPR-compliant Data Processing Agreement on the Supplier's website, including in Annex III the list of the Supplier's current, approved sub-processors.

16.3 In the event the Supplier should find itself in the position that, in order to deliver the Services to the Client, it must process the Client's Personal Data, the Parties shall agree to, and the Client shall be deemed to have approved, the application of the terms and conditions of the Supplier's standard Data Processing Agreement to the Supplier's data processing activities in relation to the Client's Personal Data.

16.4 The Supplier may provide the Services from host locations. The Supplier hereby represents and confirms that the stipulations of the GDPR are and remain in full force and applicable to said data, meaning that, in relation to the protection of the Client's data and the personal data, if any, of the Client's staff, the Supplier ensures GDPR-consistent levels of protection, irrespective of the jurisdiction of the host location from which the Services are provided.

Article 17. Technical Responsibilities of the Client

17.1 In the event that the Services to be provided to the Client by the Supplier involve the development, testing and/or deployment of software at the Client's request and direction, then the obligations noted in this Article rest upon the Client. The Client is responsible for:

17.1.1 Providing a Product Owner, the primary point of contact, for the Supplier's Project Manager to engage with throughout the execution of the Scope set out in an Agreement between the Parties.

17.1.2 Providing for the Supplier a clear, concise and complete set of functional and nonfunctional Business Requirements (BRs) for the Services to be delivered as specified in an Agreement.

17.1.3 Providing the Supplier with its approval of the User Stories (USs) for each of the software functionalities that the Supplier is to build to meet each of the Clients' BRs.

17.1.4 Providing the Supplier with acceptance criteria (USAC) for each user story, i.e. the criteria which a software functionality must meet, so that this functionality can be tested to prove that it achieves what a user wants the software to deliver in accordance with that functionality's USs and BRs.

17.1.5 Providing the resources required for the Client to carry out the process of user acceptance testing (UAT) in a timely and professional manner.

17.1.6 Signing off on the completion of UAT to confirm the acceptance of the software developed by the Supplier when no defects classified as "Critical" or "High" remain outstanding and unresolved.

17.2 In the event the Client fails to:

17.2.1 deliver a clear, concise and complete set of the BRs, approved USs and/or USACs such that the delivery schedule of the software the Supplier is contracted to develop is compromised; and/or

17.2.2 grant the Supplier access to systems (servers, networks, databases, etc.) under the Client's control and to which the Supplier requires access in order to deliver the Services; and/or

17.2.3 perform any other activity to which it is contractually committed and which is essential for the delivery schedule of the Services to remain on track, then the Client shall be in breach of its Agreement with the Supplier, of which these STT are an integral part.

17.3 As a consequence of breach as defined under Clause 17.2:

17.3.1 Fixed-price contracts are paid out to the Supplier irrespective of said breach on their contractual payment date(s);

17.3.2 Contracts priced on a fixed-price basis, with payment tied to delivery milestones, will pay out on the contractual date a milestone would have been delivered save for the Client's breach;

17.3.3 Contracts priced on a time-and-material basis will continue to be invoiced as normal, however, a breach, as in Clause 17.2, persisting beyond 3 (three) calendar weeks from the Supplier's second written request, is deemed tantamount to the Client's cancellation of an Agreement without cause. Penalties, such as may be contained in an Agreement applicable to cancellation without cause, will be applied by the Supplier.

Article 18. Source Code Escrow

18.1 Where an Agreement requires, or the Parties agree to, source code escrow arrangements, the Supplier shall, at the Client's cost, deposit into escrow with a reputable independent escrow agent mutually agreed by the Parties (the "**Escrow Agent**") a copy of the source code of the relevant software, together with all documentation, build scripts, and dependencies reasonably necessary to compile, build, and deploy that software (collectively, the "**Escrow Materials**").

18.2 The Supplier shall update the Escrow Materials no less frequently than once per calendar quarter, or upon each major version release, whichever is more frequent.

18.3 Release Events. The Escrow Agent shall release the Escrow Materials to the Client upon the occurrence of any of the following events (each, a "**Release Event**"):

18.3.1 the Supplier becomes subject to insolvency proceedings as defined in Clause 15.4.3;

18.3.2 the Supplier ceases to carry on business or ceases to maintain or support the Escrow Materials, and fails to assign its maintenance obligations to a competent successor within ninety (90) calendar days of written notice from the Client; or

18.3.3 the Supplier commits a material breach of an Agreement that results in termination under Article 15, to the extent such breach materially impairs the Client's ability to use the software.

18.4 Upon a Release Event, the Client shall have a non-exclusive, non-transferable, non-sublicensable licence to use the Escrow Materials solely for the purpose of maintaining, supporting, and operating the relevant software for its own internal business purposes. This licence does not include the right to develop or commercialise derivative works.

18.5 The terms of the escrow arrangement, including the identity of the Escrow Agent, the escrow fees, the verification procedures, and any additional, defined release events, shall be set out in a tripartite escrow agreement between the Supplier, the Client, and the Escrow Agent.

Article 19. Confidentiality

19.1 Confidential information (the "**Confidential Information**") refers to any data or information relating to the business of a Party, which could reasonably be considered proprietary, commercially sensitive and/or confidential to that Party or any of its Customers, whether or not marked “private” and/or “confidential”, including contacts, product and service information, product and service presentation materials and any technical specifications, accounting records, business processes, Customer records (including personal data from the Client and Customers), and specific data or know-how that is not public or generally known and where the release of that Confidential Information could reasonably be expected to cause harm or disadvantage to that Party, provided the Confidential Information was not previously and legitimately obtained by other Party from public sources or from sources in possession of the Confidential Information which themselves were not under obligation of confidentiality.

19.2 The Parties agree that they will not disclose, divulge, reveal, report or use, for any purpose or by any means, any Confidential Information which a Party has obtained except as authorized by the other Party in writing or as obliged by the law governing this Agreement. The Supplier confirms that its internal confidentiality policy complies with the relevant obligations and rules set out in the GDPR.

19.3 The obligations of mutual confidentiality resting upon the Parties apply during the validity of an Agreement and will survive for a period of five (5) calendar years upon termination or expiry of that Agreement. Notwithstanding the foregoing, confidentiality obligations in respect of information that constitutes a trade secret under applicable law shall survive for so long as such information continues to qualify as a trade secret.

Article 20. Warranties

20.1 The Supplier warrants that:

20.1.1 During the validity of an Agreement the Services provided by the Supplier to the Client will substantially conform to the specifications and the service level agreements (“SLAs”), if any, as defined in that Agreement.

20.1.2 It will provide the Services through personnel that has the necessary skills, training, and experience to perform such Services.

20.1.3 The Services delivered under an Agreement are not in violation of any other agreement that the Supplier has with a third party.

20.1.4 The Services do not violate the Intellectual Property Rights of any third party.

20.1.5 For a period of 30 (thirty) days the software developed and delivered by the Supplier to the Client shall function in accordance with the specifications approved by the Client. If the software malfunctions or in any way does not operate according to the approved specifications within that period of time, the Client’s remedy is, in the first instance, the redevelopment of the software within a commercially viable period of time, during which the Supplier shall take the reasonably necessary steps to correct the malfunction and ensure the software operates in accordance with its approved specifications.

20.2 A breach of this warranty triggers:

20.2.1 the Client’s obligation to notify the Supplier of the breach in a timely, complete, and transparent manner; and,

20.2.2 the Client’s right, in the event the breach is not subsequently remedied within a commercially viable period of time, to:

20.2.2.1 monetary reparations from the Supplier to the extent that the Arbitral Tribunal or a court of competent jurisdiction adjudges in final instance that the Client suffered incremental cost or losses due to the Supplier's failure to comply with this warranty up to the limit of liability coverage specified in the Supplier's relevant insurance policies, if any, and otherwise as stated in Clause 21.5 below; and,

20.2.2.2 termination of an Agreement for cause.

Article 21. Limitation of Liability

21.1 Neither the Supplier, nor any of its licensors or subcontractors or other third-party service providers, warrant or guarantee that the Service will be uninterrupted, virus-free or error-free, nor shall the Supplier or any of its subcontractors or third-party service providers be liable for unauthorized alteration, theft or destruction of the Client's data files or programs.

21.2 Services furnished under an Agreement are provided without representations or warranties from the Supplier and, to the fullest extent permitted by law, the Supplier disclaims all representations and warranties, express, implied, or statutory other than the representations and warranties expressly given by the Supplier in these STT and in the relevant Agreement.

21.3 The Supplier shall not be responsible to the Client for loss of performance of the Client's digital operating infrastructure (the "**IT System**") other than a loss arising from the installation and configuration of (parts of) that IT System provided by the Supplier, nor for liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance which have been made to the Client's IT System other than by the Supplier or a third-party service provider acting on the Supplier's behalf and in conformity with the Supplier's express instructions.

21.4 Except as provided by applicable law, the Supplier shall have no liability for defects in the Supplier's Services attributable to the Supplier's reasonable reliance upon or use of information furnished by the Client.

21.5 Limitation of Amount of Liability. The total liability of the Supplier - whether in contract, tort (including negligence), breach of statutory duty or otherwise – for any and all breaches and/or non-performance of its obligations under an Agreement shall be, to the fullest extent permitted by law (or the relevant regulatory authority) limited to the fees paid by the Client to the Supplier over the 12-month period prior to the date the Arbitral Tribunal or a court of competent jurisdiction rules in favour of the Client in final instance.

21.6 Neither Party shall be liable to the other Party for any indirect, incidental, special, or consequential damages (including, but not limited to, damages based upon lost profits, business interruption, lost business, or lost savings) for any acts or failure to act under an Agreement. The foregoing exclusion shall not apply to claims: (a) arising out of a breach of a Party's confidentiality obligations under an Agreement; or (b) arising out of the infringement of the other Party's IP Rights, which claims shall in each case remain subject to the limitation in Clause 25.1; or (c) arising from a Party's fraud, gross negligence and/or wilful misconduct, to which neither this Clause 26.1 nor the limitation in Clause 20.5 shall apply; except, in the case of (a) and (b), to the extent such claims are paid in settlement from any applicable insurance policy.

21.7 Mutual Indemnification. Each Party agrees to indemnify, defend, and protect the other Party against damages ordered or agreed to be paid by way of compromise or settlement or awarded by the Arbitral Tribunal or a court of competent jurisdiction in final instance, as well as for reasonable legal expenses it incurred, in relation to claims pertaining to the Services due to other Party's infringement of the IP Rights of any third party (an "**IPR Claim**"), and in the case of the Supplier, up to the Limit of Liability as provided in the Supplier's relevant insurance policies, or otherwise as provided in Clause 21.5 above.

21.8 A Party seeking to rely on an indemnity from the other Party (the "**Indemnitor**") must:

21.8.1 without undue delay notify the Indemnitor in writing of an IPR Claim, brought against it that results or could reasonably be expected to result in it invoking the indemnity

21.8.2 allow the Indemnitor to control any defence or settlement regarding such IPR Claim exclusively (except for the fact that the Indemnitor is not allowed to consent to any regulatory or criminal sanction against the other Party);

21.8.3 not make any statement or admission in relation to such IPR Claim

21.8.4 operate with the Indemnitor in assisting the defence of the IPR Claim and in the negotiations or settlements of any such IPR Claim, by providing all reasonable assistance and information to perform the above obligations; and,

21.8.5 mitigate its losses to the best of its ability following an IPR Claim.

Article 22. Assignment

22.1 Neither Party may assign an Agreement or any part of it to a third party, without the consent of the other Party, which consent shall not be unreasonably withheld or delayed.

Article 23. Waiver

23.1 No waiver shall be effective unless it is in writing and signed by the waiving Party.

23.2 A waiver by either Party of a breach, default, delay, or omission of any of the provisions of these STT or of an Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

23.3 Failure on the part of a non-defaulting Party to notify the other Party of a breach or default of any provision of these STT or of an Agreement may not be construed as a waiver of said breach or default by the non-defaulting Party.

Article 24. Severability

24.1 If any provision in an Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, its remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Article 25. Entire Agreement

25.1 An Agreement (including all annexes, schedules, etc.) contains the entire agreement of the Parties and supersedes all previous oral and written communications by the Parties, concerning the subject matter of that Agreement.

Article 26. Variation of Agreement

26.1 Save as provided in the Articles hereof relating to STT Variation (Article 35 through Article 41), an Agreement may not be modified, changed, or otherwise altered in any respect except by a written prior consent signed by both Parties, including specifically any adjustments to fees and scope of the Services.

Article 27. Publicity

27.1 The Supplier may include the Client's name and logo in its customer lists and on its website.

27.2 The Supplier may post on its website case studies describing the Services it delivered to selected Clients, provided that each such Client shall, prior to any publication on the Supplier's website, have editorial control over the content of the case study that relates to them.

Article 28. No Third-Party Beneficiaries

28.1 An Agreement is a legal, valid, binding and enforceable contractual arrangement between the Parties and confers no rights upon either Party's employees, agents, contractors, partners, customers or upon any other person or legal entity which is not a signatory to that Agreement.

Article 29. Independent Contractor

29.1 The Parties have the status of independent contractors, and nothing in these STT or in any Agreement nor in the conduct of the Parties will be deemed to place the Parties in any other relationship. As such, the one Party is not authorised to represent the other Party or to bind it in any legally valid or enforceable contractual manner.

29.2 Nothing in these STT or in an Agreement is to be construed as to authorise one Party to contract for, or to incur any obligation on behalf of, the other Party, or to act as agent or attorney in fact of the other Party.

Article 30. Currency

30.1 Except as otherwise provided in an Agreement, all monetary amounts referred to in an Agreement are denominated in Euros (€) and are exclusive of value added and other applicable taxes, withholdings, duties or imposts.

Article 31. Non-solicitation

31.1 Neither Party shall solicit or hire, either as an employee or contractor, any person employed by the other Party or by another legal entity related to the other Party by means of ownership structure, except with the prior written consent of the other Party. This clause will remain valid for the duration of the Term and for a one (1) year period following the termination of an Agreement. General recruitment advertising not specifically targeted at a Party shall not constitute a breach of this clause.

31.2 The Parties acknowledge that breach of this clause would cause substantial damages. For breach of this clause the Party at fault will pay a compensation to the other Party in the amount of fifty thousand Euros (€50,000.00) per occurrence.

Article 32. Return of Property

32.1 Upon the termination of an Agreement, each Party will return to the other Party any property, documentation, records, or Confidential Information, which is the property of that other Party, and represents and warrants to do so within a reasonable period of time, which shall in any event not exceed two (2) calendar weeks, save that Client Materials reasonably required for the performance of Transition Services under Article 33Article 32 may be retained by the Supplier for the duration of the Transition Period and shall thereafter be returned, deleted or destroyed in accordance with Clause 33.4.

Article 33. Transition and Exit Assistance

33.1 Upon the termination or expiry of an Agreement for any reason, and subject to the Client's payment of all outstanding Fees and the Supplier's reasonable charges for transition services, the Supplier shall provide the Client with reasonable transition and exit assistance (the "**Transition Services**") for a period of up to thirty (30) calendar days following the effective date of termination or expiry (the "**Transition Period**").

33.2 Transition Services shall include, to the extent applicable and as reasonably requested by the Client:

33.2.1 the export and delivery to the Client of all Client data held by the Supplier in a standard, machine-readable format;

33.2.2 reasonable knowledge transfer regarding the configuration, operation, and maintenance of the software or Services delivered under an Agreement;

33.2.3 cooperation with the Client or the Client's successor service provider to facilitate the orderly migration of the Services; and

33.2.4 continued provision of hosting services, where applicable, during the Transition Period at the rates specified in an Agreement.

33.3 The Supplier shall invoice the Transition Services on a time-and-materials basis at the rates specified in an Agreement, or, if no rates are specified, at the Supplier's then-current standard rates.

33.4 Upon expiry of the Transition Period, the Supplier shall securely delete or destroy all Client data in its possession or control and certify in writing to the Client that it has done so, subject to any retention obligations imposed by applicable law or regulation.

Article 34. Audit Rights

34.1 Each Party (the "**Auditing Party**") shall have the right, at its own cost and upon not less than twenty (20) Business Days' prior written notice, to audit the other Party's (the "**Audited Party**") compliance with its obligations under these STT and the relevant Agreement, including obligations relating to data protection, information security, confidentiality, and, where applicable, licence usage.

34.2 Audits shall be conducted:

34.2.1 no more than once per calendar year, unless the Auditing Party has reasonable grounds to suspect a material breach;

34.2.2 during the Audited Party's normal business hours;

34.2.3 in a manner that minimises disruption to the Audited Party's business operations; and

34.2.4 by the Auditing Party's internal audit staff or by a reputable independent auditor bound by confidentiality obligations no less protective than those in Article 19

34.3 The Audited Party shall cooperate reasonably with the audit and provide timely access to relevant records, personnel, and systems.

34.4 If an audit reveals a material breach by the Audited Party, the Audited Party shall bear the reasonable costs of the audit and shall remedy the breach within thirty (30) calendar days of written notification.

34.5 Where the Supplier holds current certifications (e.g., ISO 27001, SOC 2) relevant to the subject matter of a requested audit, the Supplier may, at its option, satisfy the Client's audit right by providing the Client with a copy of the most recent audit report or certificate issued by the relevant certification body, provided that such report or certificate is no more than twelve (12) months old.

Article 35. Variation of STT

35.1 Right to Amend: the Supplier reserves the right to amend these Standard Terms of Trade from time to time on any of the following grounds:

35.1.1 to comply with applicable law, regulation, regulatory guidance, or a binding order of a competent authority;

35.1.2 to correct manifest clerical or typographical errors, or to resolve ambiguities or internal inconsistencies in these STT, provided that such correction does not materially alter the allocation of rights or obligations between the Parties;

35.1.3 to address an imminent security vulnerability or data protection incident affecting the services or Client data;

35.1.4 to reflect changes to terms imposed by third-party platform providers, cloud infrastructure vendors, or other tooling dependencies on which the delivery of the services relies;

35.1.5 to update data processing, information security, or certification-related provisions in line with updated standards, audit findings, or professional indemnity insurance requirements;

35.1.6 to reflect changes to the Supplier's service delivery model, project methodology, subcontracting arrangements, or operational practices;

35.1.7 to amend commercial terms, including pricing structures, payment terms, invoicing procedures, liability caps, indemnification obligations, warranty terms, or insurance requirements;

35.1.8 to amend provisions relating to intellectual property ownership, licensing, or escrow arrangements;

35.1.9 to amend provisions relating to termination, suspension, force majeure, or dispute resolution;

35.1.10 to adopt new or revised industry standards or best-practice frameworks; or

35.1.11 for any other reason not specified above, provided that such amendment is notified and classified in accordance with this Article 34.

Article 36. Amendment Tiers

36.1 Each amendment shall be classified by the Supplier into one of the following tiers, which determine the applicable notice period and Client response mechanism:

36.1.1 **Tier 1 (Immediate Effect)** — Amendments under Clauses 35.1.1 (where the compliance deadline does not permit a notice period), 35.1.2 and 35.1.3. Such amendments take effect upon publication of the updated STT on the Supplier's website. The Supplier shall notify the Client within five (5) Business Days of the amendment taking effect. No Client response is required, and the Client shall have no right to opt out of a Tier 1 amendment.

36.1.2 **Tier 2 (15 Calendar Days' Notice)** — Amendments under Clauses 35.1.1 (where the compliance deadline permits a notice period of at least fifteen (15) but fewer than thirty (30) calendar days), 35.1.4 and 35.1.5. Such amendments take effect on the date specified in the notification, being not fewer than fifteen (15) calendar days from the date of the notification. If the Client does not respond in writing before the effective date, the updated STT shall be deemed accepted. The Client may, before the effective date, request a written consultation with the Supplier regarding the impact of the amendment on its Agreement(s) with the Supplier. The Supplier shall respond to such request within five (5) Business Days. If, following such consultation, the Client considers the amendment materially detrimental to its interests, the Client may exercise the opt-out right set out in Article 38, in which case the Client may exercise that opt-out right within fifteen (15) calendar days from the date of the Supplier's consultation response.

36.1.3 **Tier 3 (30 Calendar Days' Notice)** — All other amendments, including amendments under Clauses 35.1.6 through 35.1.11 and any amendment under Clause 35.1.1 where the compliance deadline permits a notice period of thirty (30) calendar days or more. Such amendments take effect on the date specified in the notification, being not fewer than thirty (30) calendar days from the date of the notification. The Client response mechanism is set out in Article 37.

Article 37. Client Response to Tier 3 Amendments

37.1 Each Tier 3 amendment shall be classified by the Supplier as either administrative or material.

37.1.1 An amendment is **administrative** if it relates to formatting, renumbering, clarification of existing provisions without altering their effect, updates to the Supplier contact details or entity references, or alignment of terminology. Administrative amendments do not require a Client response and do not give rise to an opt-out right.

37.1.2 An amendment is **material** if it alters the allocation of risk, liability, or cost between the Parties; modifies intellectual property provisions; changes payment or pricing terms; introduces new Client obligations; or restricts rights previously available to the Client.

37.1.3 For material Tier 3 amendments, the Client shall, within thirty (30) calendar days of the notification date (the "**Response Period**"), notify the Supplier in writing of one of the following:

37.1.3.1 **Acceptance** — The Client confirms acceptance of the updated STT. The updated terms shall apply to all active and future Agreements from the effective date.

37.1.3.2 **Opt-Out** — The Client notifies the Supplier that it does not accept the updated STT. The consequences of opt-out are set out in Article 38.

37.1.4 If the Client fails to respond in writing within the Response Period, the updated STT shall be **deemed accepted** and shall apply from the effective date.

Article 38. Consequences of Opt-Out

38.1 Where a Client exercises its opt-out right under Clause 36.1.2 (Tier 2, following consultation) or Clause 37.1.3.2 (Tier 3):

38.1.1 **Continuation under prior version**. Each Agreement in effect at the date of the Client's opt-out notice shall continue to be governed by the STT version in force immediately prior to the amendment (the "**Prior Version**"), until the earliest of:

38.1.1.1 completion of an Agreement;

38.1.1.2 the next scheduled renewal or extension date of an Agreement; or

38.1.1.3 twelve (12) months from the effective date of the amendment (the "Sunset Date").

38.1.2 **No new engagements under Prior Version**. The Supplier shall not be obliged to enter into new Agreements or accept new orders under the Prior Version. Any new engagement following the opt-out shall be governed by the then-current STT.

38.1.3 **Renewal requires acceptance**. At the point of renewal, extension, or upon the Sunset Date, whichever is earliest, the Client must accept the then-current STT to continue receiving Services. If the Client declines, an Agreement(s) shall terminate at the end of the then-current term or upon the Sunset Date, as applicable, without penalty to either Party. Each Party shall discharge all obligations accrued prior to such termination.

38.1.4 **No partial opt-out**. The Client may not accept selected amendments and reject others within the same STT update. An opt-out applies to the updated STT in its entirety.

38.1.5 **Fees during Sunset Period**. During the period between the opt-out and the Sunset Date, the pricing and payment terms of the Prior Version shall continue to apply to the active Agreements. The Supplier reserves the right to apply the pricing terms of the then-current STT to any renewal, extension, or new engagement.

Article 39. Notification Mechanics

39.1 Delivery. The Supplier shall deliver each amendment notification by email to the Client's designated contract manager or, where no contract manager has been designated, to the Client's primary business contact as recorded by the Supplier. Simultaneous publication of the updated STT on the Supplier’s website www.auxcode.com and www.auxcode.ai shall constitute public notice.

39.2 Content. Each notification shall specify:

39.2.1 the STT version number and effective date (the STT Effective Date);

39.2.2 the tier classification;

39.2.3 for Tier 3 amendments, the materiality classification;

39.2.4 a summary of the changes in plain language, identifying the affected clauses;

39.2.5 the grounds for the amendment by reference to Clause 35.1;

39.2.6 the applicable response deadline; and

39.2.7 the address for Client responses.

39.3 Client response address. All Client responses, including acceptances, opt-out notices, and consultation requests, shall be sent in writing by email to the notification email address provided to the Client in its Agreement with the Supplier.

39.4 Evidence. The Supplier shall retain a record of each notification sent, including the recipient address, date and time of dispatch, and a copy of the notification content.

Article 40. Version Control

40.1 Each version of the STT shall carry a unique version identifier (format: STT YY-NN) and a stated STT Effective Date.

40.2 The Supplier shall maintain a publicly accessible archive of all prior STT versions, together with their respective STT Effective Dates, on the Supplier's website at www.auxcode.com.

40.3 Each Agreement shall be governed by the STT as published at www.auxcode.com and www.auxcode.ai and as amended from time to time in accordance with Article 35 (Variation STT) through Article 39 (Notification Mechanics).

Article 41. STT Variation Scope

41.1 For the avoidance of doubt, no amendment to these STT shall apply retroactively to services that have been completed, accepted (or deemed accepted), and fully paid for prior to the effective date of the amendment.

41.2 Nothing in Article 35 (Variation STT) through this Article 41 (STT Variation Scope) shall prevent the Parties from agreeing to bespoke terms by way of a separately negotiated written agreement, which shall prevail over these STT to the extent of any inconsistency.

Article 42. Anti-Bribery and Anti-Corruption

42.1 Each Party represents, warrants, and undertakes that it shall:

42.1.1 comply with all applicable anti-bribery and anti-corruption laws, including, the EU Directive on combating corruption (as transposed into the national law of each relevant Member State), the UK Bribery Act 2010, the US Foreign Corrupt Practices Act, and the applicable anti-corruption provisions of the laws of Bulgaria and of the Client's jurisdiction of incorporation;

42.1.2 not, directly or through any intermediary, offer, promise, give, authorise, solicit or accept any bribe, kickback, or other improper payment or benefit in connection with an Agreement or the Services; and,

42.1.3 maintain adequate internal controls, policies, and procedures designed to prevent and detect bribery and corruption.

42.2 A breach of this Article shall be deemed a material breach of an Agreement and these STT, entitling the non-breaching Party to terminate an Agreement with immediate effect.

Article 43. Notices

43.1 Except as otherwise permitted in an Agreement, notices under an Agreement shall be in writing and shall be deemed to have been given:

43.1.1 five (5) Business Days after mailing if sent by registered or certified mail; or

43.1.2 when delivered if delivered personally or sent by express courier service, provided that the notice is required by law to be delivered as a hard-copy original; or

43.1.3 on the date the notice was sent to the e-mail addresses each party designated for this purpose in the relevant Agreement.

43.2 All notices which are:

43.2.1 required by applicable law to be made in hard copy shall be sent to the other Party at the address set forth in the relevant Agreement, and be addressed to the legal representative of the Client named in that Agreement, or such other member of staff or legal representative specifically named in that Agreement for that purpose; and,

43.2.2 not required by applicable law to be made in hard copy, shall be delivered to the other Party via electronic mail to the e-mail address(es) given in the relevant Agreement.

43.3 Each Party is responsible for keeping the other Party up to date with regard to any changes of their registered address, legal representatives and/or e-mail addresses for the delivery of notices, failing which the consequences thereof shall be for the sole risk and account of the Party failing to keep its notification details up to date.

Article 44. Signatures

44.1 Each Agreement may be executed in multiple counterparts, each of which, when executed, will be an original, and all of which, when taken together, will constitute one Agreement. Delivery of an executed counterpart of a signature page of an Agreement by facsimile or other electronic transmission (including via pdf by e-mail) will be as effective as delivery of a manually executed counterpart in hardcopy.

Article 45. Dispute Resolution

45.1 If a dispute arises between the Parties relating to the interpretation or performance of an Agreement or the grounds for the termination hereof, the Parties agree to hold a meeting within fifteen (15) days of written request by either Party, attended by individuals representing each Party with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available avenues of redress.

45.2 If, within 15 days after such meeting, the Parties have not succeeded in resolving the dispute, then any unresolved disputes arising out of or in connection with an Agreement shall be settled under the rules of arbitration of the Arbitration Court at the Legal Interaction Alliance, by a sole arbitrator for disputes where the amount in controversy does not exceed €100,000 (one hundred thousand Euros), or by three arbitrators for disputes exceeding that threshold (each such panel or sole arbitrator so constituted, the "**Arbitral Tribunal**"). The arbitrators' ruling shall be final. No award or procedural order made in arbitration shall be published by either Party.

45.3 The venue for arbitration will be Sofia, Bulgaria, with arbitration proceedings taking place in the English language.

Article 46. Governing Law and Jurisdiction

46.1 An Agreement shall be governed by, and construed in accordance with, the laws of Bulgaria. The recognition and enforcement of any arbitration ruling, and any matter which is not capable of settlement by arbitration under Article 45 shall be submitted to the exclusive jurisdiction of the courts in Sofia, Bulgaria.

46.2 In case a Party, against whom a binding arbitration ruling in relation to a dispute has been issued, fails to abide by such binding ruling, the other Party shall, without the need for any explicit or implicit prior reservation of rights, be entitled to protect its interests by any lawful means available to it. For the sake of clarity: the United Nations Convention on Contracts for the International Sale of Goods shall not apply.