

ONEMORESOURCE SUBSCRIPTION SERVICES AGREEMENT

THIS SUBSCRIPTION SERVICES AGREEMENT (“AGREEMENT”) CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN ONEMORESOURCE JSC (“ONEMORESOURCE”) AND YOU IF YOU SUBSCRIBE FOR, ACCESS AND/OR USE ONEMORESOURCE, A SERVICE WHICH ALLOW YOU TO TRACK AND AUTHORIZE SPENDING WITHIN AND FROM YOUR ORGANIZATION ("SERVICES").

PLEASE NOTE THAT THIS AGREEMENT CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES THAT ARE APPLICABLE TO THE SERVICES SO YOU SHOULD READ IT CAREFULLY BEFORE SUBSCRIBING TO USE THE SERVICES. BY ACCEPTING THIS AGREEMENT BY CLICKING A BOX INDICATING YOUR ACCEPTANCE WHEN YOU CREATE AN ACCOUNT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE AN AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

SUBSCRIPTION TERMS

Creating an account

1. You must create an account in order to use the Services, even on a trial basis. To create an account, You will be asked to provide certain basic information including Your name, business entity name, business entity national id, corporate address, contact telephone number, email address. On completion of your free trial (further described in Section 2 below) you will also need to provide credit card information to us for billing purposes.

Trial subscription terms

2. If You register on www.onemoresource.com (the “Website”) for a free trial of the Services, You must adhere to any additional trial terms and conditions which may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.
3. Towards the end of your free trial, you will receive notification from Onemoresource that the trial is coming to an end and will be given the option to upgrade to a paid subscription by providing your billing information. If you do not opt to continue your use of Onemoresource through a paid-license, your right to access the Services will be terminated by Onemoresource. Any data You enter into the Services during a trial will be kept and will be available upon purchase of a subscription to the same Services as those covered by the Trial or may be available for export before the end of the trial period (check with Onemoresource for further information on this). During any free trial

of the Services you acknowledge and agree that the Services are provided 'as-is' without any warranty or guarantee of any kind.

Full subscription terms

Service Period And Renewals

4. Services purchased will be provided on an ongoing, annual basis. Your account and profile registered with Onemoresource will remain active until terminated by You or an agent of your organization or Onemoresource pursuant to Sections 5 or 6 below ("Term"). At the end of your 1 year term, your subscription will be automatically renewed for a monthly term unless terminated pursuant to sections 3.2, 3.3, and 3.4.

Termination by You

5. If You are dissatisfied with (i) the Services; (ii) this Agreement; or (iii) any policy or practice of Onemoresource in operating the Services, You may terminate the Services at any time. Termination will take effect from the date you give notice and you will be refunded pursuant Section 21 below ("Refund"). Termination shall be provided in the form of written notice, email included, to your customer success manager.

Service Suspension or Termination by Onemoresource

6. Without limiting other remedies, Onemoresource may limit, suspend, or terminate this license and Your use of the Services, prohibit access to the Website and remain outstanding 30 days after receipt of notice from Onemoresource. Onemoresource shall provide such notice to You to the email address You have provided (if any), and/or by preventing Your access to Your account.

Effect of Termination

7. Upon termination of this Agreement, the Services shall terminate and Onemoresource will not be liable in respect of any damage caused by the termination of this Agreement. You will have the ability to extract your data stored in the Onemoresource system for a period of thirty days from the date of cancellation at no additional cost.

LICENCES AND PROPRIETARY RIGHTS

License Grant

8. Subject to the terms of this Agreement and payment of the applicable fees, Onemoresource grants You a limited, personal, non-sublicensable, non-assignable, internal license and right to use the Onemoresource online e-Procurement software solution (including the underlying software and technology contained therein

("Onemoresource Materials")) for the purpose of receiving the Services. Any software provided to you is licensed; not sold.

License Restrictions

9. You shall use the Services solely as contemplated in this Agreement and shall not license, sublicense, sell, resell, lease, transfer, assign, distribute, time share or otherwise make the Onemoresource Materials available to any third party. You shall not: (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Onemoresource Materials except to the extent expressly agreed upon in writing by You or to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any user limits or other use restrictions that are built into the Services (c) access the Services in order to (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Services.

Restrictions of Use of the Services

10. You shall not (a) use, or permit the use of, the Services for an illegal purpose, intellectual property infringement, or in a manner that would cause interference with network operations; (b) resell, remarket, transfer or share the Services or receive any charge or other benefit for the use of the Services; attempt to bypass Onemoresource's network, or re-arrange, disconnect, remove, repair or otherwise interfere with any Services or facilities; or (c) remove any proprietary notices, labels, or marks from the Onemoresource Materials or modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available through the Services nor use any of the foregoing except for the specific purpose for which such intellectual property is made available to You.

Lawful purposes

11. You will at any and all times meet Your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Services in Your country, including applicable rules that govern the export or import of software. You will use the Services solely for lawful purposes. In this respect You may not, without limitation (i) use the Services to manage any illegal operations, (ii) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the technology underlying the Services (including our proprietary software which may be available for download on our website), (iii) send any unsolicited commercial communication not permitted by applicable law; or (iv) endanger any part of any system or Internet connection of Onemoresource or any third party.

Third Party Software

12. Onemoresource Materials may incorporate and embed software and other technology owned and controlled by third parties. Any such third party software or technology that is incorporated in the Onemoresource Materials falls under the scope of this Agreement. Such third party software is licensed; not sold and will be provided to You on the license terms of this Agreement unless additional or separate license terms apply as indicated at the time of download.

Exclusive Ownership

13. Except for the rights and licenses granted in this Agreement, You acknowledge and agree that any and all intellectual property ("IP") rights to or arising from the software are and shall remain the exclusive property of Onemoresource and its licensors. Nothing in this Agreement is intended to transfer any such IP rights to, or to vest any such intellectual property rights in, You. You are only entitled to the limited use of the intellectual property rights granted to You in this Agreement. You will not take any action to jeopardize, limit or interfere with Onemoresource's IP rights. Any unauthorized use of Onemoresource's intellectual property rights is a violation of this Agreement as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws.

Content & Data

14. As between You and Onemoresource, You own and retain the copyright in the content You provide, create, store and process through the Services including content you generate and input into the Onemoresource digital forms ("Content"). Onemoresource will, from time to time, automatically collect information about use of the Services such as purchasing time frames, details of order creation and use of the Services as well as information on sectors/industries Onemoresource's customers including You engage with. This information will be stored anonymously and in aggregate and will not be associated with Your name, company or Account.

PRIVACY AND CONFIDENTIALITY

Privacy

15. Onemoresource is committed to respecting Your privacy and the confidentiality of Your personal data. Any personal information forming part of Your Content will be kept confidential by us and will only be used in order to provide the Services.

Confidentiality

16. Except for aggregated data and statistics, any information or data processed through the Services on Your behalf (including Content) will be treated as confidential by Onemoresource and will not be disclosed to any third parties without Your express authorization. Notwithstanding the generality of the foregoing, Onemoresource may provide limited access to Content to those of Onemoresource's officers, employees, service partners, customers, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of the Agreement. Onemoresource may also provide access to the Content if required by law or in connection with the enforcement of this Agreement or any rights under this Agreement, provided that reasonable measures are used to preserve the confidentiality of the Agreement. For any legally compelled disclosure or disclosure pursuant to a court, Onemoresource shall immediately notify You of receipt of such request or demand, and the parties shall reasonably cooperate to limit disclosure of this Agreement. For greater certainty, nothing in this Section 16 will diminish a receiving party's obligations under this Agreement to comply with applicable privacy and personal information protection laws.

PAYMENT TERMS

Fees, Payment & Charges

17. Unless otherwise specified, Services are purchased as annual subscriptions. Your access to and use of the Services is subject to Your payment of the applicable fees due for the service selected by You ("Fees") set out on the Website and all other applicable amounts, charges and taxes indicated to You when You purchase Services (or otherwise notified to You by Onemoresource from time to time) noted on Your invoice. Receipts for purchased Services will be invoiced and delivered to You electronically. You shall: (i) keep the billing, credit card and payment information You provide to Onemoresource or its suppliers or payment processors, including name, credit card number and expiry date, mailing address, email address and telephone number, accurate and up to date; otherwise, we may suspend the Services; (ii) promptly advise Onemoresource if Your credit card information changes due to loss, theft, cancellation or otherwise; (iii) be liable for Your failure to pay any Fees billed to You by Onemoresource caused by Your failure to provide Onemoresource with up to date billing information; and (iv) upon termination of the Services in accordance with Section 3 provide Onemoresource with a forwarding address for all final invoices or correspondence should Your mailing address differ from that in Your profile. To offset its additional processing costs, Onemoresource may bill You for administrative charges as set from time to time for administrative or account activities including: collection efforts due to non-payment or returned or rejected payments. All administrative charges charged to You will be indicated to You on Your invoice or receipt and You shall pay all such charges.

Taxes

18. You are responsible for paying all governmental sales, use, value-added, commodity, harmonized and other taxes imposed on Your purchase or use of the Services. To the extent Onemoresource is required to collect such taxes, the applicable tax will be added to Your billing account.

Transaction processing

19. Subscriptions are not renewed automatically. Whenever your subscription is about to expire you will be notified. You will also receive an email invoice whenever Onemoresource bills you.

Pre-authorized Payment

20. By providing a credit card to Onemoresource as part of your account set-up for Your annual pre-authorized payments, You authorize Onemoresource to charge Your credit card for all outstanding Fees, taxes and charges and outstanding account balances due under the Agreement, and this constitutes Onemoresource good and sufficient authority for doing so. If Your pre-authorized payment fails, Onemoresource may immediately deactivate Your account without notice to You and collect Fees owing using other collection mechanisms. You are solely responsible for all charges incurred under Your account by You or third-parties.

Refund Policy

21. Your pricing plan includes a 15 day refund policy, beginning on the date of contract signing. If you are unsatisfied and choose to terminate your Onemoresource service agreement, and request the refund, you may be subject to a 20% implementation charge of 10 days of use.

CHANGES TO SOFTWARE, SERVICES AND AGREEMENT

Changes to Onemoresource Materials

22. Onemoresource may alter, update or upgrade the Onemoresource Materials from time to time. Services will be provided for current versions of the software made available by Onemoresource and Onemoresource may, in its discretion, provide service for multiple live versions of the software.

TECHNICAL SUPPORT

23. Onemoresource will provide helpdesk support for the Services by telephone and email and will (i) use commercially reasonable efforts to make the Services available except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Onemoresource reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

Customer Warranties

24. You represent and warrant that You have all rights necessary to provide Onemoresource with Content for use in accordance with the terms of this Agreement; and (b) Onemoresource's use of the Content in accordance with the terms of this Agreement will not violate the rights of any third party. Customer shall be responsible for the accuracy of the Content and Onemoresource shall not be liable to Customer, any user or any third party for any use of or inaccuracy in any Content under this Agreement.

DISCLAIMER

THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY REPRESENTATION AND/OR WARRANTIES OF ANY KIND. ONEMORESOURCE AND ITS LICENSORS AND/OR SUPPLIERS MAKE NO OTHER REPRESENTATIONS AND GIVE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICES PROVIDED UNDER THIS AGREEMENT AND ONEMORESOURCE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY REPRESENTATIONS AND/OR WARRANTIES AGAINST NON-INFRINGEMENT AND ANY AND ALL IMPLIED REPRESENTATIONS AND/OR WARRANTIES OF MERCHANTABILITY, DURABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIABILITY PROVISIONS

IN NO EVENT SHALL ONEMORESOURCE BE LIABLE FOR ANY LOST PROFITS OR FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT ONEMORESOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL ONEMORESOURCE'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY YOU IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, ONEMORESOURCE WOULD NOT GRANT THE RIGHTS GRANTED IN THIS AGREEMENT. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICES IS TO IMMEDIATELY CEASE USE OF THE SERVICES.

Indemnity – Onemoresource shall defend, indemnify, and hold You harmless from and against any third party claims alleging that the services or Your use of the services infringe that party's intellectual property rights or violate applicable law.

GENERAL TERMS

Logos

Onemoresource may refer to You in Onemoresource's customer list and may use Your corporate name and logo for this purpose. For the avoidance of doubt, Onemoresource will not use Your name, logo, any other trademark or trade-name of Yours for any other purposes without Your prior consent.

Entire Agreement

The terms and conditions of this Agreement constitute the entire agreement between You and Onemoresource with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the provision shall be modified and interpreted by the court so as best to accomplish the intent of the original provision to the fullest extent possible. The invalidity or unenforceability of any provision shall not affect any of the other provisions of these Terms of Use.

No Waiver

If Onemoresource does not take action against all breaches of this Agreement, it does not mean that it waives its right at a later time to enforce the same.

Assignment

You are not allowed to assign this Agreement or any rights hereunder. Onemoresource is allowed at its sole discretion to assign this Agreement or any rights hereunder to any third party, without giving prior notice.

Applicable Law and Venue

This Agreement shall be governed by and construed in accordance with the Bulgarian laws, without giving effect to any conflict of laws or provisions whether contained in the laws of Your current state or country of residence. Any legal proceedings arising out of or relating to this Agreement will be subject to the jurisdiction of the Sofia City Court. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

Customer Service

For assistance with questions regarding this Agreement or the Services, if You have other enquiries, or if You require further assistance regarding use of the Services provided by us, please contact us using the contact details located at <https://www.onemoresource.com>.