

**GENERAL TERMS AND CONDITIONS  
OF SUPPLY OF PRODUCTS AND SERVICES  
BY INFINIGATE POLSKA SP. Z O.O.**

**1. GENERAL PROVISIONS**

1.1. These Terms shall govern the rules for the supply of Products and Services from INFINIGATE to Contractors. These Terms supersede all previous terms and conditions issued by INFINIGATE, as well as any terms and conditions contained in documents submitted by you purporting to have contractual effect. By accepting any Products or Services from INFINIGATE, you irrevocably agree to be bound by these Terms.

1.2. **Definitions and Interpretation.** The following definitions shall apply throughout these Terms and Conditions. Additional terms may be defined in specific clauses or in any related agreement, Order Confirmation, schedule, or Contract.

- **Aggregated Data:** Information and data collected or transmitted, confirmed or provided by the Contractor or any user in the course of accessing or using the Products or Services.
- **Analytical Data:** Data resulting from analyses conducted by INFINIGATE relating to access to or use of the Products or Services (to the extent such data is in INFINIGATE's possession).
- **Affiliate:** Any entity, currently or in the future, controlling, controlled by, or under common control with INFINIGATE (where "control" means the ownership of more than 50% of the issued share capital of a company or the power to direct or cause the direction of the general management of the company, and the terms "controls", "controlled", and "change of control" shall be construed accordingly).
- **Confidential Information:** Shall have the meaning set out in Section 10 of the Terms.
- **Contract:** The agreement concluded on the basis of these Terms between INFINIGATE and the Contractor regarding ordering and supply of Products or Services. The Order Confirmation shall form an integral part of the Contract.
- **Contractor:** Reseller or End Customer (as applicable), being a party to a contract concluded hereunder with INFINIGATE.
- **DPA:** Shall have the meaning set out in clause 11.3 of the Terms.
- **End Customer:** A natural or legal person, other than a consumer, who acquires the Products and/or Services for its own internal use and not for further distribution or commercialisation.
- **Force Majeure:** Any event beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, epidemics or pandemics, wars, armed conflicts, terrorism, embargoes, labour disputes, power outages or Internet access interruptions, cyber-attacks, and other cybersecurity incidents, as well as delays or failures of external suppliers (including Suppliers) caused by such events.
- **Hardware:** Any third-party physical devices, components, or equipment, including but not limited to computers, servers, network equipment, or other tangible technology products, resold, supplied, or made available by INFINIGATE under the Terms.

- **Infinigate:** Infinigate Polska sp. z o.o. with its registered office in Warsaw, at the address: Bonifraterska 17, 00-203 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register, under KRS number 344713, NIP (*tax identification no.*): 6762412069, REGON (*statistical no.*): 121101078, with a share capital amounting to PLN 420,000.
- **Intellectual Property Rights:** All patents, rights to inventions, copyrights, software, trade marks, trade names, domain names, service marks, logos, trade secrets, confidential information, know-how, database rights, designs, methods, processes, and other proprietary rights and privileges, whether registered or not, together with all enhancements, modifications, improvements, and derivative works of all the foregoing, and all other similar or equivalent forms of protection and rights which subsist now or will subsist in the future in any part of the world, together with all applications for the registration of such rights and the right to apply for registration, and all renewals, amendments, and extensions of such registrations.
- **Order:** The order placed by the Contractor for Products or Services.
- **Order Confirmation:** A documentary confirmation issued by INFINIGATE confirming the acceptance of an Order (or a modified version thereof agreed upon by the Parties).
- **Party:** The Contractor or INFINIGATE – a party to the Contract.
- **Personal Data:** Any information relating to an identified or identifiable natural person ('data subject').
- **Product Terms:** Third-party terms and conditions (including any end-user licence agreements (EULAs), open-source licence terms, use restrictions, etc.), pursuant to which the Products or Services are resold, supplied, or made available by INFINIGATE in connection with the Contract, which may be modified from time to time by such third parties. The Product Terms specify the rights, restrictions, and obligations applicable to the End Customer and must be accepted before access to or use of the Products or Services covered by them is obtained or commenced.
- **Products:** Any Hardware, Software, third-party subscriptions, licences, or other tangible or intangible elements developed or supplied by a Supplier and resold, supplied, or made available to the Contractor by INFINIGATE under the Contract, including all associated documentation, updates, upgrades, or enhancements, which may be modified from time to time by such third parties.
- **Reseller:** A natural or legal person who acquires Products or Services from INFINIGATE under the Contract for the purpose of their further resale, distribution, or supply to an End Customer. By entering into the Contract, the Reseller confirms that it is acting in the course of its business and that such Products or Services are acquired solely for the purpose of further resale to the End Customer, in the course of its business activity.
- **Sanctions:** Economic and trade sanctions imposed or administered by the European Union or its Member States, Switzerland, the United Kingdom, the United States, the United Nations, or other relevant governmental authorities.
- **Services:** Any services resold, rendered, or made available by INFINIGATE or a Supplier, including but not limited to professional services, training, support, cloud services, managed services, solutions, or consultancy. The scope, deliverables, and detailed

terms of such Services may be further specified in the Contract or in an SOW agreed between the Parties.

- **Software:** Any third-party computer programs, applications, systems, codes, solutions, scripts, or firmware—supplied in object code or source code—resold, supplied, or made available by INFINIGATE, including all updates, upgrades, patches, modules, and associated documentation, which may be modified from time to time by such third parties. The Software may be embedded in Hardware, installed locally, or accessed remotely via a cloud-based model, a Software-as-a-Service (SaaS) model, or otherwise.
- **SOW (Statement of Work):** A document agreed upon between INFINIGATE and the Contractor that specifies the scope of work description, including, for example, the specific scope, deliverables, schedule, responsibilities, fees, and other essential terms applicable to certain Services provided under the Contracts. Each SOW shall constitute an integral part of the relevant Contract and, in the event of any conflict, shall prevail over these Terms, but only in relation to that specific Contract.
- **Supplier:** Third-party manufacturer, creator, publisher, or licensor of the Products or Services supplied by INFINIGATE under the Contract.
- **Terms:** These general terms and conditions of supply of products and services by INFINIGATE, together with appendices thereto.
- **third party:** A natural or legal person, as well as an organisational unit without legal personality, other than a Party.

No other terms and conditions shall apply to the cooperation of the Parties covered by these Terms, including the Contractor's terms and conditions or other standard contractual documents, even if INFINIGATE has not expressly rejected them. By placing an Order with INFINIGATE for any Product or Service, the Contractor expressly agrees to abide by the Terms and waives any right to rely on its own terms and conditions or other documents. The Terms shall form an integral part of every Contract. Any derogations, supplements, or modifications to the Terms in respect of a specific Contract shall be valid only if expressly agreed and approved by both Parties in documentary form. In the event of any conflict or inconsistency between the Terms and any other contractual document (such as an SOW or quotation), the Terms shall prevail, unless such document expressly stipulates a derogation that has been jointly agreed and confirmed by both Parties in documentary form. Any such derogations shall apply only in respect of the conflicting provision (and only to the specific scope of work/quotation) and shall not affect the interpretation or application of the remaining terms.

1.3 INFINIGATE may perform its obligations under the Terms or the relevant Contract, including the provision of Services, through one or more of its Affiliates, provided that INFINIGATE shall remain solely liable for the proper performance of all contractual obligations, including the acts or omissions of its Affiliates in connection with the provision of such Services.

## 2. Contract conclusion

2.1. Any information made available to the Contractor or its representatives by INFINIGATE in promotional materials, on websites, or in other communications should be treated as non-binding and shall serve for informational purposes only. Such information does not constitute a binding offer or a commitment to enter into an agreement by INFINIGATE, and its validity may be time-limited or subject to change without notice.

2.2. In case of a need for Products or Services, the Contractor shall place an Order with INFINIGATE. Generally, Orders shall be placed by email or through a portal or system indicated by INFINIGATE. Once an Order is placed with INFINIGATE, it shall be considered final and binding on the Contractor and may not be cancelled, modified, or revoked by the Contractor without INFINIGATE's prior consent expressed in documentary form. Any cancellation or amendment of an Order shall require for its validity INFINIGATE's prior consent, and may also require the Supplier's consent. INFINIGATE reserves the right to impose cancellation fees or apply other requirements as a precondition for accepting the cancellation or amendment of an Order.

2.3. No Order shall be binding on INFINIGATE until expressly accepted by INFINIGATE in the form of an Order Confirmation or by INFINIGATE commencing the execution of the said Order. INFINIGATE reserves the right to reject any Order at its sole discretion. In the event an Order is not accepted, the agreement shall be deemed not to have been concluded, and INFINIGATE shall have no obligation to supply any Products or perform any Services.

2.4. The Contract shall be concluded only upon the issuance of an Order Confirmation or the commencement of execution thereof —on the terms specified in the Order Confirmation or the Order (as applicable) and in the Terms.

2.5. The content, scope, and specifications of the Products or Services to be supplied by INFINIGATE shall be set out exclusively in the Order Confirmation, the relevant SOW, or the Order itself, if INFINIGATE has directly commenced execution thereof. INFINIGATE shall have no obligation to provide any installation, configuration, or data backup services, unless the Parties have expressly agreed otherwise in documentary form.

2.6. INFINIGATE and the Suppliers reserve the right to modify the Products or Services, including, but not limited to, specifications or descriptions thereof, at their sole discretion, at any time, particularly in the context of improvements or development of the Products/Services, provided that such modifications do not have a material adverse impact on the agreed functioning of the Products or of the results of the Services.

### ***3. Prices and quotations***

3.1. The price of the Products or Services shall be the price specified in the quotation or in the portal access to which has been provided by INFINIGATE.

3.2. Prices and price lists may be amended by INFINIGATE without notice to the Contractor before INFINIGATE sends an Order Confirmation. Following the sending of an Order Confirmation by INFINIGATE, the provisions of clause 3.5 below shall apply. The prices indicated in the Order Confirmation are the only binding prices for the Contractor and INFINIGATE in respect of the relevant Order (subject to clause 3.5. below).

3.3. Unless expressly stated otherwise, all prices and other amounts quoted or made available by INFINIGATE are net prices and do not include VAT (Value Added Tax) or other applicable sales and related taxes. These amounts shall be increased by the applicable tax rates, including VAT, in accordance with binding regulations, and the Contractor shall be obliged to pay such amounts in full.

3.4. The commercial packaging of the Products supplied to the Contractor by INFINIGATE is included in the prices specified in the Order Confirmation. Other services or additional costs, including (without limitation) those related to delivery, road tolls, insurance, environmental fees, handling, and transport charges, shall be invoiced separately.

3.5. INFINIGATE reserves the right to increase the price specified in the Order Confirmation at its sole discretion if, after the Order Confirmation issuance, there is an increase in costs, including (without limitation) as a result of agreed changes in specifications between INFINIGATE and the Contractor, or changes in taxes, duties, or fees charged on or in connection with price increases by Suppliers or fluctuations in exchange rates.

#### ***4. Invoicing and payments***

4.1. INFINIGATE may issue an invoice to the Contractor for the Products or Services at any time after sending the Order Confirmation.

4.2. Unless INFINIGATE has agreed to grant the Contractor commercial credit (or other form of deferred payment), the Contractor is obliged to pay INFINIGATE in the currency specified on the invoice, by direct debit or bank transfer to the INFINIGATE's bank account, of which INFINIGATE shall inform the Contractor in documentary form (including, but not limited to, by email), or by credit card, within the deadline specified on the invoice and, in any case, before the Products are delivered to the Contractor. The date of payment shall be deemed to be the day on which the full amount of the due payment is credited to the relevant INFINIGATE's bank account.

4.3. Consent to grant commercial credit (or other form of deferred payment) may be granted, withheld, amended, or withdrawn by INFINIGATE at its sole discretion, without the Contractor having the right to any related claims. Consent must be granted in writing, and documentary form shall suffice for its amendment, refusal, or withdrawal.

4.4. The Contractor is obliged to pay all due subscription fees on time and in full, without any deduction or set-off, and also to pay VAT in accordance with clause 3.3 and any other charges, duties, and/or government taxes related to the Products or Services.

4.5. Should the Contractor fail to pay any amount by the due date, INFINIGATE may:

(a) charge interest on the overdue amount at a rate of **23% per annum** or the highest interest rate permitted by applicable law, whichever is lower, accruing from the due date until full payment is received;

(b) demand that the Contractor fully remedies damage incurred, including reimbursement of all reasonable costs and expenses incurred in connection with the recovery of overdue amounts, including legal and debt collection fees and costs; and

(c) suspend the supply of any Products or the provision of any Services until all overdue amounts are fully paid.

This clause shall not prejudice or exclude the application of any other rights or legal remedies available to INFINIGATE under applicable law.

4.6. Without prejudice to other rights or remedies available under these Terms, the Contract, or applicable law, INFINIGATE may set off, deduct, or withhold any amounts owed to the Contractor against amounts that are or may become due and payable to INFINIGATE, whether arising under contract, tort (including negligence), breach of statutory duty, or otherwise, and regardless of how such liability arose.

4.7. Subject to the remainder of this clause 4.7, the Contractor shall be entitled to set off its claims against INFINIGATE's payables only if the Contractor's claims against INFINIGATE are undisputed or acknowledged by a competent court. If any of the Products or Services ordered by the Contractor are defective, and INFINIGATE confirms the existence of such defect in documentary form, the Contractor may withhold payment of the invoice relating solely to that specific Product/Service and only to the extent that the defect remains unresolved or has not been rectified by INFINIGATE or the Supplier.

4.8. Notwithstanding the agreed payment terms, all amounts due to INFINIGATE shall become immediately due and payable if:

(a) INFINIGATE has reasonable grounds to believe that any information provided by the Contractor in connection with commercial credit or other form of deferred payment is or has become untrue, and the Contractor fails to provide corrected and satisfactory information within five (5) days of being requested to do so by INFINIGATE;

(b) the Contractor becomes subject to insolvency proceedings, ceases to carry on business, or a similar event as described in the termination provisions of the Terms occurs; or

(c) the Contractor has breached any material provision of the Terms or the Contract.

4.9. For the avoidance of doubt, it is hereby established that the Contractor's obligation to pay INFINIGATE full amount for all Products and Services by the due date is absolute, irrevocable, and independent of any payment, non-payment, or disputes with any End Customer or third party. In no event shall a delay or failure to receive payment from an End Customer affect, suspend, or reduce the Contractor's payment obligations towards INFINIGATE.

## ***5. Delivery***

5.1. INFINIGATE shall use reasonable endeavors to deliver the Products and perform the Services within the anticipated timeframes specified in the relevant Contract, including the Order Confirmation or SOW (if applicable). However, all delivery dates, performance deadlines, and schedules are indicative only and shall not be binding.

5.2. INFINIGATE's ability to meet delivery or performance deadlines is dependent on, *inter alia*, the availability of the Products and timely provision of Services by a relevant Supplier. Where the Services or Products are sourced from or dependent on third parties, INFINIGATE shall not be liable for delays, interruptions, or non-performance caused by such third parties or factors beyond INFINIGATE's reasonable control.

5.3. In the event of an anticipated delay, INFINIGATE shall notify the Contractor of this fact as soon as possible and shall use its best endeavours to minimise the disruption. A delay shall not entitle the Contractor to cancel the Order or any part thereof, withhold payment, or claim compensation, unless expressly agreed otherwise in writing.

5.4. INFINIGATE shall not be liable to the Contractor for any claims, losses, costs, or damages arising from or related to a delay in the delivery of the Products or the provision of the Services, regardless of the cause of such delay.

5.5. Partial deliveries of Products by Infinigate are allowed. In such case each instalment may be invoiced separately.

5.6 Neither Party shall be liable for non-performance or delay in the performance of its obligations under the Terms or any Contract (with the exception of payment obligations) to the extent that such non-performance or delay is caused by a Force Majeure event. The Party affected by the Force Majeure event must notify the other Party thereof without undue delay in documentary form and take all reasonable steps to mitigate the effects of the Force Majeure event. If a Force Majeure event causes a delay in delivery of Products or the performance of Services, such delay shall not constitute a breach of the Contract, and the deadlines shall be extended accordingly. If a Supplier relies on a Force Majeure event and that event continues for more than thirty (30) consecutive days, INFINIGATE shall have the right to terminate the affected Contract in whole or in part, without liability, by providing written notice to the Contractor.

5.7. The Contractor shall be responsible for the insurance and risk associated with the Products—in accordance with the information provided by INFINIGATE prior to the collection of the Products—from the moment they are handed over to the carrier until they are collected from the carrier or from the moment they are collected by the Contractor or its agent or other representative from the premises of INFINIGATE or the Supplier. For the avoidance of doubt, in the case of the Contractor collecting the Products from the premises of INFINIGATE or the Supplier, delivery shall be deemed to have been effected upon the Contractor's collection of the Products, and if the Products are delivered to the Contractor by a carrier, delivery shall be deemed to have been effected upon INFINIGATE's handover of the Products to the carrier for transport to the Contractor at the location agreed between INFINIGATE and the Contractor prior to delivery.

5.8. The Contractor undertakes to cover or reimburse (as the case may be) INFINIGATE for all costs of delivery of the Products. In the event the Contractor requests INFINIGATE to deliver the Products directly to another person, and that person takes possession of the products on behalf of the Contractor as its agent or authorised representative or on their own behalf, the Contractor shall nonetheless remain directly liable to INFINIGATE in accordance with the Terms.

5.9. Risk of damage to or loss of the Products (excluding Software) shall pass from INFINIGATE to the Contractor upon the handover of the Products to the carrier for the purpose of preparing them for transport to the Contractor.

5.10. Delivery of the Software shall be deemed to have taken place upon the sending by INFINIGATE or the Supplier of the licence key enabling the download or use of the Software (each piece of Software contains the Supplier's terms of use, and the use of the Software shall be deemed as acceptance thereof).

## ***6. Contractor's Obligations and Liability***

6.1. The Contractor is obliged to ensure that it understands the functionalities, design, or other characteristics of the Products ordered. Where the Contractor is a Reseller—it shall also be its responsibility to satisfy any agreed needs or requirements of its End Customers in respect of the Products. INFINIGATE shall have no obligations or liability in or arising out of the foregoing.

6.2. Subject to the last sentence of this clause, the Contractor must, immediately upon receipt of the Products, check their completeness, conformity with the delivery documents, and absence of defects, or—in the case of Software—test the relevant Software to ensure it operates correctly. If no written complaint is lodged within fourteen (14) days from the date of delivery or download, the Products shall be deemed accepted by the Contractor, unless it concerns a latent defect that could not have been detected during the Contractor's initial inspection. If the Contractor is a Reseller and the direct recipient (addressee) of the Products is its End Customer, the Reseller is obliged to impose and enforce the obligations covered by this clause against its End Customer. In no event shall INFINIGATE be obliged to accept a

complaint lodged after the expiration of the aforementioned deadline, regardless of whether the recipient (addressee) was the Contractor or the Reseller's End Customer.

6.3. If the Products delivered show visible damage or missing parts, the Contractor is obliged to record this fact (or have it recorded) in writing on the transport company's confirmation of receipt at the time of delivery. The note must clearly specify the damage or shortages.

6.4. Should it be necessary to perform the Services at the Contractor's premises or other agreed location specified by the Contractor, the Contractor must ensure that these Services can be performed properly and in compliance with the rules, including those related to safety. The Contractor shall be solely responsible for the inability to provide the Services (correctly) resulting from the failure to meet the above condition. The Contractor is obliged to support INFINIGATE by taking reasonable action and, at its own expense, ensuring that the agreed Services can be performed by INFINIGATE and by providing INFINIGATE with all information and documentation necessary for the provision of the relevant Services. In the event of non-compliance with the obligations under this clause 6.4, INFINIGATE is not obliged to provide the relevant Services.

6.5. The Contractor, being a Reseller, hereby represents and warrants that it will:

- (a) always act in good faith and in the best interests of INFINIGATE;
- (b) actively promote and support the sale of the Products and Services by taking economically reasonable actions in this regard;
- (c) maintain adequate and appropriately trained personnel for the marketing and support of the Products and Services;
- (d) provide the necessary training for its End Customers on the use of the Products and Services at its own expense;
- (e) promptly handle any complaints or claims related to the Products and Services and immediately inform INFINIGATE of any actual or alleged defects;
- (f) refrain from making any statements regarding the Products and Services other than those contained in the official materials or documents of INFINIGATE or its Affiliates;
- (g) obtain the prior consent of INFINIGATE or the Supplier (as the case may be), in documentary form, before using the name or trademarks of INFINIGATE, the Supplier, or their Affiliates in any marketing, advertising, or public communications, provided that INFINIGATE shall not withhold such consent unreasonably; and
- (h) ensure that all applicable end-user terms and conditions, including any Product Terms, are duly communicated to and accepted by each End Customer before access to or use of the Products or Services is obtained or commenced, and to retain proof of such acceptance and provide it to INFINIGATE or the Supplier upon their request.

6.6. The Contractor undertakes to act in good faith and in a professional manner when promoting, using, reselling, or distributing the Products or Services.

6.7. The Contractor is obliged to comply with all applicable laws and regulations, including, but not limited to, those concerning export control, Sanctions, anti-corruption, and the protection of information and data.

6.8. The Contractor shall ensure that it will not engage in any activity that could harm the reputation, intellectual property, or commercial interests of INFINIGATE, its Affiliate, or the relevant Supplier.

6.9. The Contractor is obliged to take all reasonable technical and organisational measures to protect its systems and networks against unauthorised access, data security breaches, and other cybersecurity threats when using or distributing the Products or Services.

6.10. The Contractor undertakes to comply with the relevant codes of conduct or good practices applicable at INFINIGATE, as made available or communicated to the Contractor, and to ensure that these rules are also complied with by its Affiliates, personnel, and any third parties acting on the Contractor's behalf.

6.11. The Contractor undertakes to promptly notify INFINIGATE of any known or suspected breach of any of the above obligations.

## ***7. Automatic Renewal Provisions***

The Contractor acknowledges that some Suppliers have provisions in their Product Terms concerning automatic renewal of the term of the relevant obligations/agreements, which require the Contractor (or its End Customer) to give notice of the intention not to renew the given Product or Service (including the obligations relating thereto). In the event the Contractor does not wish to renew, the Contractor is obliged to:

(i) notify INFINIGATE of the intention not to renew the Product/Service thirty (30) days in advance of the deadline required by the third party in the Product Terms;

(ii) notify the third party of the intention not to renew the Product/Service in accordance with the Product Terms.

For example, if the Product Terms require notice of non-renewal thirty (30) calendar days before the expiry date, the Contractor is obliged to notify INFINIGATE of the intention not to renew sixty (60) calendar days before the expiry date. If the Contractor fails to provide the required notice of non-renewal, the Product/Service (and thus the related agreement) shall be renewed, and the Contractor shall be liable for payment.

## ***8. Warranties***

8.1. INFINIGATE does not manufacture any of the Products; therefore, except as expressly provided in the Terms or the Contract, all conditions, warranties, stipulations, and undertakings, express or implied, contractual and statutory (incl. statutory warranty, *rekojmia*), are excluded to the fullest extent permitted by law in respect of the Products and Services (and always subject to the limitation of liability set out in the Terms or the relevant Contract). The Contractor and its End Customers are obliged to use the Software, Products, and Services in accordance with the provisions of the relevant Product Terms, which Suppliers may introduce or change from time to time.

8.2. Upon receipt of a written notice from the Contractor regarding quality, performance, or other defects in the Products or Services, INFINIGATE shall make every effort to contact the Supplier of the relevant Products/Services and provide them with reasonable details of the defect so that the Supplier may provide a direct response to the Contractor/End Customer. For the avoidance of doubt, INFINIGATE shall not be responsible for any response (or lack thereof) from such Supplier.

8.3. INFINIGATE's obligations under clause 8.2 shall not apply if:

- (a) the Products/Services in question have been changed, modified, or tampered with by the Contractor or a third party without the prior written consent of INFINIGATE or the relevant Supplier;
- (b) the Contractor/End Customer has not used the Products/Services in accordance with the instructions of INFINIGATE or the Supplier;
- (c) the problem with the Products results from normal wear and tear;
- (d) the Contractor or the End Customer has used parts or accessories for the Products that have not been approved by INFINIGATE or the Supplier.

Furthermore, INFINIGATE's obligations shall not apply to Software that is used by the Contractor, the End Customer, or a third party in a system environment other than that agreed or indicated by INFINIGATE or the Supplier, or contrary to the Product Terms.

8.4. The Contractor undertakes not to lodge any warranty claims directly with INFINIGATE in connection with defects in the Products or other matters and acknowledges that INFINIGATE has no control over the actions of the Supplier with respect to defective Products; accordingly, the Contractor undertakes not to lodge any claims against INFINIGATE for any failure or omission on the part of the Supplier in the repair and/or replacement of such Products. The above undertaking also includes the obligation for the Contractor, if it is a Reseller, to pass it on to its End Customer.

8.5. Unless INFINIGATE or the Supplier indicates otherwise or the relevant Product Terms stipulate otherwise, in the event that INFINIGATE or the Supplier replaces a defective Product,

the Contractor—within 30 days of receiving the replacement product—is obliged to send the defective Product to INFINIGATE or to an address indicated by it, at its own expense. In the case of Software, no copies of the Software may be retained. Upon receipt of the return of the defective Product by INFINIGATE or the Supplier, if INFINIGATE (or the Supplier, as the case may be) determines that the Product is not defective, INFINIGATE shall be entitled to charge the Contractor for the cost of replacing the Product.

8.6. In the event a warranty claim is lodged despite the absence of a defect, the Contractor shall be liable for that claim and must reimburse INFINIGATE for any costs incurred (related to contacting the Supplier or otherwise). Furthermore, INFINIGATE may seek reimbursement of costs incurred in connection with claims lodged by the Contractor if the latter failed to provide evidence confirming the existence of such a defect.

8.7. The assignment of any of the Contractor's claims arising from this Section 8 is not permitted, unless INFINIGATE expressly consents thereto in writing.

8.8. Unless expressly agreed upon in writing in a separate agreement, INFINIGATE grants no warranties, conditions, or representations—express, implied, or statutory—including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement of rights—in respect of the Products or Services. To the extent possible and permitted, INFINIGATE shall use due diligence to pass on to the Contractor any relevant warranties (including related rights or benefits) granted by the relevant Supplier concerning the purchased Products or Services. It is the Contractor's obligation to familiarise itself with the applicable warranty terms issued by the Supplier and to comply with them.

8.9. If a specific warranty applies to Services rendered directly by INFINIGATE, the terms and scope of such warranty shall be set out in a separate written agreement or SOW. In the absence of such an agreement, the Services are provided "as is" and without warranty. INFINIGATE's liability under the statutory warranty (*rekojmia*) is excluded.

## ***9. Limitation of Liability***

9.1. Nothing in these Terms shall limit or exclude INFINIGATE's liability for:

- (a) death or personal injury caused by the negligence of INFINIGATE or the negligence of any of INFINIGATE's employees, agents, or subcontractors (as the case may be);
- (b) Fraud or fraudulent misrepresentation;
- (c) cases in relation to which such exclusion or limitation of liability would be contrary to applicable law.

9.2. Subject to clause 9.1:

(a) neither Party shall in any circumstances be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for loss of goodwill, loss of profit, loss of revenue, loss of business, loss of contracts, or loss of reputation, or any indirect or consequential loss or damage arising out of or in connection with the Terms or any Contract

(b) the total aggregated liability of INFINIGATE to the Contractor under or in connection with the Terms or any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in all circumstances be limited to a sum equal to the total net fees paid by the Contractor to INFINIGATE for the specific Products or Services to which the claim relates.

9.3. In the event that a competent authority, governmental body, court, or other relevant public entity issues a decision, recommendation, or legally binding order to recall a Product due to a serious risk to public health or safety, and such risk is determined to originate from the Product itself, Infinigate and/or the relevant Supplier (as applicable) shall manage and execute the recall process in accordance with applicable laws and good industry practice.

9.4. The Contractor agrees to fully cooperate with any such Product recall, including by promptly ceasing distribution or use of the affected Product(s) and by assisting in communication with End Customers if required or justified.

## *10. Confidentiality*

10.1. Each Party agrees to keep confidential all information of a confidential nature (whether written, oral, electronic, or otherwise) received from the other party in connection with these Terms or cooperation between the Parties, including but not limited to business, technical, financial, or commercial information ("**Confidential Information**").

10.2. Each Party shall protect the Confidential Information of the other party using the same degree of care it uses to protect its own confidential information (but in no event less than reasonable care), and shall not disclose it to any third party or use it for any purpose other than as strictly necessary to perform its obligations under the Contract.

10.3. This obligation shall not apply to information that (i) is or becomes publicly available without breach of this clause; (ii) was lawfully known to the receiving Party before disclosure; (iii) is lawfully disclosed by a third party without restriction; or (iv) is required to be disclosed by law, regulation, or court order, provided that the disclosing party is given reasonable notice (to the extent legally permitted).

10.4. These confidentiality obligations shall remain in force for a period of five (5) years after the end of the contractual relationship (cooperation) between the parties.

### ***11. Data Protection and Processing***

- 11.1. Each Party shall comply with all applicable data protection and privacy laws and regulations in force in relation to any Personal Data processed under or in connection with the Terms or any Contract.
- 11.2. For the purpose of resale of Products by INFINIGATE, the Contractor will collect and transfer Personal Data to Infinigate, so that Infinigate can transfer such data to the relevant third party. The Contractor therefore confirms that it collects and transfers such Personal Data to Infinigate in accordance with lawful legal bases and that it has informed the respective individuals of the processing that INFINIGATE undertakes and their right to object to the processing.
- 11.3. To the extent that INFINIGATE processes Personal Data on behalf of the Contractor as a processor, the Parties shall enter into a separate data processing agreement (the "DPA"), which shall govern the processing activities and constitute an integral part of the Terms. The Contractor shall ensure that its End Customers accept and adhere to any relevant DPA.
- 11.4. INFINIGATE reserves the right to request and collect data about the Contractor from relevant institutions/organisations, e.g., commercial credit reference agencies or credit insurers, for the purpose of obtaining information regarding the Contractor's creditworthiness. The data shall only be made available to INFINIGATE Affiliates and only to the extent necessary for the realisation of the purpose.

### ***12. Termination***

- 12.1 Unless otherwise agreed in the Contract, INFINIGATE may terminate the Contract (in whole or in part) at any time, for any reason or no reason, upon serving at least sixty (60) days' written notice on the other Party in documentary form.
- 12.2 Either Party may terminate any Contract at any time with immediate effect, by giving a notice to the other Party in documentary form, without incurring liability for such termination, if the other Party:
  - (a) becomes insolvent, a petition is filed for its bankruptcy, or it suspends or threatens to suspend all or a substantial part of its business operations;
  - (b) suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is involved in any proceedings or arrangements relating to debt restructuring, compromise with creditors, administration order, restructuring plan, or liquidation proceedings.

12.3 In addition to any termination events specified in the Terms or the relevant Contract, either Party may terminate the Contract at any time with immediate effect, upon giving notice to the other Party in documentary form, without incurring liability for such termination, if the other Party commits a material breach of the Terms or the relevant Contract (as the case may be) which is incapable of remedy, or commits a material breach which is capable of remedy and fails to remedy it within thirty (30) calendar days of receiving documentary notice requiring it to be remedied. For the avoidance of doubt, the Parties confirm that the Contractor's delays in payments shall be deemed a material breach.

12.4 Notwithstanding the foregoing, INFINIGATE may terminate some or all Contracts at any time with immediate effect, upon written notice to the Contractor, without incurring liability for such termination, if:

- (a) the Contractor or any of its Affiliates, any director, officer, manager, employee, or agent of the Contractor or its Affiliate is subject to Sanctions provisions or is in breach of the provisions of Sections 15–17;
- (b) INFINIGATE deems it necessary to ensure compliance with the law or the requirements of governmental or regulatory authorities to which INFINIGATE is subject;
- (c) INFINIGATE suspects that illegal or fraudulent activities may be occurring in connection with the access to or use of the Products or Services;
- (d) INFINIGATE's relationship with a third party on whom INFINIGATE is dependent in relation to the performance of the Contract expires, is terminated, requires a change in the manner such Products or Services are supplied, or prohibits INFINIGATE from selling or making them available; or
- (e) the Supplier has terminated or requested INFINIGATE to terminate the agreement under which the Products or Services are resold, supplied, and/or made available to INFINIGATE.

12.5 Subject to the cases specified in the Terms, termination of a Contract may occur in the cases and on the terms specified therein.

### ***13. Consequences of Termination***

13.1 Upon the expiration or termination of a Contract for any reason:

- (a) all rights and entitlements of the Contractor under the Terms or the Contract (as the case may be), including any rights to use or resell the Products or Services, shall cease immediately and automatically;
- (b) each Party shall promptly return or, if the other Party so directs, destroy all Confidential Information of the other Party (except for Confidential Information required for use in connection with Contracts that remain in force or which may be required for lawful retention, in connection with any legal proceedings or for audit and/or documentation

purposes) and all copies of such information in its possession, custody, or control; and

- (c) the Contractor shall pay INFINIGATE all amounts due up to the date of termination of the Contract, together with: (i) the costs of all materials and goods ordered for the purpose of performing the Terms and/or the Contract that has been terminated; (ii) any other amounts, such as usage fees, licence fees, cancellation/termination fees, transfer fees, minimum commitment payments, and other payments that INFINIGATE has paid or is obliged to pay to Suppliers, subcontractors, contractors, agents, licensors, or other third parties; and (iii) termination fees specified in the Contract (if any) for the Products or Services that are the subject of termination ("**Termination Charges**") – except where INFINIGATE terminates the Contract (in whole or in part) without a cause (e.g., not as a result of a breach by the Contractor). All payments (including future payments) shall become immediately due and payable on the effective date of termination, even if longer payment terms were previously agreed.

13.2 In the event of the expiration or termination of a Contract in whole or in part, the End Customers of the Contractor being a Reseller shall have an option to enter into an agreement with INFINIGATE for the continued provision of the Products or Services (as the case may be).

13.3 Where End Customers enter into an agreement directly with INFINIGATE in accordance with clause 13.2 above, the Contractor being a Reseller shall not be liable for making further payments for the continued provision of such Products or Services (as the case may be) after the date on which INFINIGATE assumes the direct relationship with the End Customer, but this shall not affect the liability for any payments for the period prior to that date.

13.4 In the event that the End Customer of the Contractor being a Reseller does not choose to enter into a direct agreement with INFINIGATE for the continued provision of the Products or Services, INFINIGATE may provide the Contractor with assistance in migrating such End Customers, provided that the remuneration for INFINIGATE's services in this regard is agreed and paid.

13.5 The termination of any Contract shall not create any liability on the part of INFINIGATE to pay compensation to the Contractor or the End Customer for loss of profits or goodwill, reimbursement of costs related to or resulting from such termination, or for any other losses or damages incurred in connection with such termination.

13.6 Termination of any Contract shall not affect acquired rights or existing obligations that have already been incurred, whether related to payment or other matters.

13.7 Termination of any Contract shall not affect the continued operation of the clauses that are expressly stated or, by their nature, are intended to survive termination (including but not limited to clauses relating to confidentiality, intellectual property, limitation of liability, and governing law).

13.8 Any additional consequences of the termination or expiration of a Contract shall be set out in such Contract.

## ***14. Intellectual Property Rights and Usage Restrictions***

### ***Intellectual property rights***

- 14.1. All rights, titles, and interests of any kind (including all Intellectual Property Rights) in the Products, Services, underlying technology, associated software, documentation, and all related materials supplied or made available by the Supplier are and shall remain the exclusive property of the Supplier and/or its licensors. Neither the Contractor nor its End Customer acquires any proprietary rights, titles, or interests in such intellectual property rights, unless expressly stated otherwise by the Supplier in writing.
- 14.2. INFINIGATE grants no rights or licences beyond those explicitly authorised by the relevant Supplier. The Contractor acknowledges and agrees that the resale and use of the Products and/or Services are subject to the applicable Product Terms, as well as any other terms and conditions of the relevant Supplier. The Contractor undertakes to comply with all the aforementioned Supplier terms, including any obligations related to marketing and sales, with particular emphasis on all applicable national and international laws and regulations concerning export control, trade compliance, and anti-corruption.
- 14.3. The Contractor, being a Reseller, hereby agrees and undertakes to ensure that the Product Terms and all other Supplier terms are duly communicated to and made binding upon each of its End Customers before the delivery, activation, or access to the Product or Services is obtained. The Contractor (being a Reseller) is responsible for ensuring that each of its End Customers has accepted the Product Terms and is obliged to retain documentary proof of such acceptance (e.g., electronic acceptance records, signed documentation, or equivalent evidence having legal effect). Upon request by INFINIGATE, the Contractor shall promptly provide such proof to INFINIGATE.
- 14.4. Each Party retains ownership rights to all intellectual property rights it possessed prior to the execution of a Contract ("**Know-how**"). Any intellectual property independently developed, without using the other Party's Know-how, remains the sole property of the developing Party. Intellectual Property specifically created during the performance of the Contract ("**Foreground IP**") shall belong to the Parties in accordance with the agreement between the Parties. In the absence of such an agreement, the Foreground IP shall belong to the Party that created it.
- 14.5. The Contractor shall not use the trade marks, trade names, logos, or other proprietary rights of INFINIGATE in any form without the prior written consent of INFINIGATE.
- 14.6. Contractor is obliged to promptly inform INFINIGATE if any third party asserts or threatens to assert a claim against the Contractor for alleged infringement of intellectual property rights (including but not limited to trade marks, copyrights, or other protected rights) arising from the use or resale of the Products or Services. The Contractor is prohibited from admitting or acknowledging such claims, and the resolution of disputes, including any out-of-court settlements, remains within the exclusive purview of INFINIGATE (or the relevant Supplier, as the case may be), and the

Contractor is obliged to act solely in consultation with INFINIGATE or the relevant Supplier in this regard.

- 14.7. The Contractor shall fully indemnify, defend, and hold harmless INFINIGATE, its Affiliates, and licensors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal costs) arising from or related to a breach of the provisions of this section, including the unauthorised copying, adaptation, modification, use, or distribution of the Products, Services, or related intellectual property rights.

#### ***Usage restrictions***

- 14.8. The Contractor shall not, and shall ensure that no End Customer or third party shall, except where expressly permitted by applicable law (and only to the extent permitted by such law) take actions other than those permitted by the Terms, the Contract, or the relevant Product Terms, including, but not limited to, shall not (shall ensure that the End Customer or third party shall not):

- (a) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Product or Services;
- (b) modify, adapt, translate, or create derivative works based on the Product, Services, or Documentation;
- (c) copy, reproduce, or make available the Product or Services on any public or distributed network;
- (d) sublicense, lease, rent, distribute, resell, assign, or otherwise transfer or make available Services, except as permitted under a valid subscription approved by the Supplier;
- (e) remove, obscure, or alter any copyright, trade mark, or other proprietary notices of the Supplier or its licensors;
- (f) rebrand or "whitelabel" Services or Products in a manner that conceals or misrepresents the Supplier;
- (g) allow access to the Services or Product by unauthorised users or third parties, other than the End Customer's authorised users, in accordance with the Product Terms.

#### **Aggregate and Analytical Data**

- 14.9. INFINIGATE may compile, create and retain Aggregated Data and Analytical Data. Aggregated Data and Analytical Data will be anonymized such that it will not identify the Contractor or any End Customer or any user. Aggregated Data and Analytical Data is collected, created and retained for the purposes of operating, maintaining, analysing and improving INFINIGATE services and/or INFINIGATE materials, as well as for research and development of new services and/or INFINIGATE materials. INFINIGATE will own all right, title, and interest in and to all Aggregated Data and Analytical Data.

## ***15. Export Control***

15.1. The Contractor acknowledges and agrees that all Products, Services, and related technical information ("**Export Items**") supplied by INFINIGATE under the Contract are or may be subject to applicable export control, sanctions, and customs laws and regulations, including but not limited to those in force in the United Kingdom (such as the Export Control Act 2002), the European Union (including the EU Dual-Use Regulation), and the United States (including regulations imposed by the US Department of Commerce and the Bureau of Industry and Security), and may also be subject to the export control, sanctions, and customs laws and regulations of the country(ies) in which they are acquired, supplied, incorporated, shipped, transported, transmitted, used, or received. The Contractor undertakes to comply with all applicable laws and regulations.

- **15.2 Restrictions.** The Contractor undertakes not to export, re-export, transfer, or otherwise make available, directly or indirectly, any Export Items without first obtaining all required export licences, permits, or other government authorisations from the relevant authorities, including, where applicable, US and/or UK authorities. Export Items may not be exported, re-exported, sold, leased, or otherwise transferred to: (i) any military end-use or military end-user in Belarus, Burma, Cambodia, China, Russia, or Venezuela; or (ii) any activity prohibited by the United States or other applicable government laws or regulations (including but not limited to activities related to the proliferation of nuclear weapons, biological or chemical weapons, or ammunition or missiles).
- **15.3 Contractor Obligations.** The Contractor is further obliged to:
  - (a) provide, in relation to each order, accurate and complete information regarding the End Customer (including its full name), the relevant order number, and the final destination of the Export Items, including the country to which the Export Items will be delivered, used, or accessed;
  - (b) inform potential End Customers that some Products may be subject to US export licence requirements and that in such cases the End Customer may be subject to verification or inspection by US authorities.
- **15.4 Indemnification.** The Contractor shall be solely and fully responsible and liable for complying with all applicable export control laws and regulations and undertakes to indemnify, defend, and hold harmless INFINIGATE, its Affiliates, officers, employees, and other persons from and against all claims, damages, losses, penalties, liabilities, costs, or expenses (including reasonable legal costs) arising from or related to the Contractor's breach of the obligations contained in this section or applicable export control laws.
- **15.5 Right to Suspend/Terminate.** In the event of an actual or suspected breach of the provisions of this section or applicable export control laws, INFINIGATE may, at its sole discretion, suspend or immediately terminate any orders, deliveries, or commercial relationships with the Contractor, without incurring liability and without prejudice to other rights or remedies available at law or in equity.

## ***16. Sanctions***

16.1. The Contractor undertakes to comply with all applicable Sanctions laws and regulations.

16.2. Furthermore, the Contractor undertakes that it will not sell, transfer, supply, or otherwise make available any Products or Services supplied by INFINIGATE to, for the benefit of, or for the account of:

(a) individuals or entities subject to Sanctions;

(b) individuals or entities located, registered, or ordinarily resident in the territory of Belarus, Cuba, Iran, North Korea, Russia, Syria, the Crimea region of Ukraine, or the non-government controlled territories in Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine; or

(c) any person (natural, legal, or organisational unit without legal personality) that is directly or indirectly **50% or more owned** or is directly or indirectly controlled by any person or entity listed in the points above.

16.3 In no event shall the Contractor take any action that could cause INFINIGATE, its Affiliates, or personnel to violate Sanctions.

## ***17. Ethics, Anti-Corruption, Anti-Slavery, and Legal Compliance***

17.1 Each Party is obliged to conduct its business ethically and in full compliance with applicable laws and regulations, including but not limited to anti-bribery and anti-corruption laws, such as the UK Bribery Act 2010, the US Foreign Corrupt Practices Act (FCPA), the French Sapin II law (Loi n° 2016-1691), and any other analogous laws.

17.2 Neither Party shall engage or permit any third party acting on its behalf to engage in any form of bribery, corruption, influence peddling, illegal payments, or benefits of any kind, directly or indirectly.

17.3 Each Party shall also comply with all applicable laws concerning the prevention of modern slavery, human trafficking, forced labour, and child labour, including the UK Modern Slavery Act 2015 and any analogous laws. Each Party confirms that it does not and will not engage in any practices constituting or that could constitute slavery or human trafficking and shall take reasonable steps to ensure that its supply chains are free from such practices.

17.4 Each Party shall implement and maintain appropriate policies, procedures, and internal controls to ensure compliance with this clause and shall promptly notify the other Party of any actual or suspected breach.

## ***18. Purchase tax/Import turnover tax***

If the Contractor is located outside Poland, when purchasing Products or Services, the Contractor is obliged to comply with all tax regulations applicable in the relevant jurisdiction, including those regarding import turnover tax, and is also obliged to provide INFINIGATE with all necessary data and information (e.g., provide its tax identification number). The Contractor undertakes to indemnify and hold harmless INFINIGATE from any costs, expenses, or other losses incurred by INFINIGATE or a third party in connection with the Contractor's non-compliance with the provisions of this section.

## ***19. Final Provisions***

19.1 INFINIGATE reserves the right to change or update the Terms at its sole discretion. The Terms in force on the date the offer is made by INFINIGATE (subsequently accepted by the Contractor) shall apply to the Order, unless the Parties agree otherwise. The current version of the Terms is always available at [Regulamin – Infinigate | Polska](#) and the Contractor is responsible for reviewing them periodically. Continued ordering of Products or Services after the changes are introduced shall be deemed as acceptance of the amended Terms.

19.2 The Contractor shall not assign or transfer any of its rights or obligations under the Terms or the Contract, in whole or in part, without the prior written consent of INFINIGATE.

19.3 INFINIGATE may engage subcontractors to perform any part of the Services without the prior consent of the Contractor. The Contractor acknowledges and agrees that INFINIGATE may utilise services of its Affiliates or external suppliers in the performance under Contracts, including for the specialised, technical, or logistical aspects of the Services. INFINIGATE shall remain fully liable for provision of Services and for any acts or omissions of its subcontractors as if they were its own. Upon the Contractor's request, INFINIGATE shall inform the Contractor of subcontractors involved in the performance under the Contract.

19.4 INFINIGATE shall have the right to audit the Contractor's compliance with the Terms, including, but not limited to, its resale, use, and any other obligations related to the Products or Services. Such audit may be conducted no more frequently than once per calendar year, during normal business hours, upon prior written notice of at least fifteen (15) days, in a manner that does not unreasonably interfere with the Contractor's normal business operations. The Contractor undertakes to cooperate in good faith and provide access to the relevant records and systems that are necessary to conduct the audit.

19.5 If any provision or part of a provision of the Terms or a Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part of the provision shall be deemed deleted. Any modification or deletion of a provision or part of a provision under this clause shall not affect the validity and enforceability of the remaining provisions of the Terms or the Contract (as applicable).

19.6 Any notices under the Terms shall be in writing and sent to the other Party's registered address or another address (including email address) indicated as the correspondence address, unless the Terms, the Contract, or the confirmed arrangements of the Parties provide otherwise. Notices shall be deemed delivered upon actual receipt. Notices to INFINIGATE should be sent to the following address: LegalCounsel@INFINIGATE.com. Notices to the Contractor shall be sent to the address of the person designated as the contact person for the cooperation of the Parties under the Terms or a specific Contract (as applicable, and if more than one person is indicated – to one of them at INFINIGATE's discretion). The Terms shall be governed by and construed in accordance with Polish law. Any disputes arising out of or related to these Terms shall be subject to the exclusive jurisdiction of the Polish common courts of law having territorial jurisdiction over INFINIGATE's registered office. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded and shall therefore not apply to transactions covered by the Terms or the Contracts.

19.7 No provision of the Terms shall be construed as creating any partnership, joint venture, agency, or employment relationship between the Parties. Neither Party is authorised to act for or represent the other Party. In particular, the Contractor is not authorised to act as an agent or representative of INFINIGATE or any Supplier or any third party.

19.8 The Terms do not grant the Contractor any exclusive rights or territorial rights, nor do they preclude or restrict INFINIGATE's ability to enter into similar agreements with other customers, resellers, or partners.

19.9 The Parties agree that the Terms, Contracts, as well as all related documents (including quotations, Order Confirmations, amendments, and SOWs) may be drafted, exchanged, and validly approved by the Parties through electronic means of communication (including via email). The reservation of the required form specified in the Terms is in all cases made under pain of nullity.