

TERMS AND CONDITIONS OF RENDERING SERVICES VIA FURNACE/PLUS PORTAL

Preamble

If you decide to use FURNACE/PLUS Portal, the use of FURNACE/PLUS Portal will be regulated by Terms and Conditions of FURNACE/PLUS Services. The terms and conditions regulate, in particular, payment rules, rules of use and access to the portal, complaints procedures, clauses concerning processing of personal data and issues related to our liability. The purpose of the terms and conditions is to comprehensively regulate your relationship with us with regard to use of FURNACE/PLUS Portal. Importantly, the terms and conditions contain also certain elements required by the law, mainly related to entrustment of processing of personal data, purpose of which is to minimize the risks of breach of personal data protection laws by us and by you.

[So called Standard Contractual Clauses ("SCCs") will additionally be one of the documents regulating yours and ours rights and obligations related to use of FURNACE/PLUS Portal. The operation of FURNACE/PLUS Portal will be connected with processing of personal data by us on your behalf and, in particular, with transfer of such data outside of European Economic Area.

Due to the fact that our services will be connected with transfer of personal data outside of EEA we have legal obligations to secure that the transfer will occur in line with European personal data protection laws.

Conclusion of SCCs is one of the ways to secure that the transfer of personal data outside EEA is legal and, thus, SCCs are part of the contractual documentation.

Please note that the wording of SCCs was not drafted by us but in the main part it reflects the wording of the standard contractual clauses approved by the European Commission – use of the wording of standard contractual clauses approved by the European Commission is our obligation if we want to rely on SCCs as the mechanism legalizing the transfer of data outside EEA.]

1. Background Information:

- 1.1. The FURNACE/PLUS Portal (hereinafter referred to as the "**Portal**") is an online platform that brings together additional services available to the Customer and its devices with access to information at any time and from anywhere on Earth.
- 1.2. The sole owner of the Portal is SECO/WARWICK S.A., with its registered office in Świebodzin (66-200) at ul. Sobieskiego 8, entered into the Register of Entrepreneurs, kept by the National Court Register under KRS No. 0000271014, Tax ID (NIP) No.: 9270100756, REGON Statistical No.: 970011679 (hereinafter referred to as "**SWSA**"). SWSA's e-mail address for contacting SWSA about the Portal: furnaceplus@secowarwick.com
- 1.3. The Portal, in particular its software, technical solutions, architecture and algorithms, are protected by intellectual property rights, in particular by the Act on Copyright and Related

Rights, the Act on Industrial Property, the Act on Databases, and represent a business secret of the SWSA within the meaning of the Act on Combating Unfair Competition.

- 1.4. The ownership title to the data recorded from the Customer's furnace, which is connected to the Portal by means of software, shall be vested in the Consumer. Throughout the period of the Customer's use of the PortalSWSA shall be entitled to use the Customer's data recorded from the stove for the purposes of monitoring, analyzing and improving the operation of the equipment and the Portal, as well as for statistical and diagnostic purposes.. The Customer has full right of access to the data through the Portal and may use it for its own purposes.
- 1.5. The Customer obtains access to the Portal functionality. By using the Portal, the Customer does not acquire any rights to the Portal.
- 1.6. Appendix No. 1 to the Terms and Conditions contains information on specific risks associated with the use of the service provided electronically via Portal.
- 1.7. Appendix No. 2 to the Terms and Conditions contains information about the function and purpose of the software or data that does not belong to the content of the service of giving access to the Portal, entered by SWSA into the ICT system used by the Customer.
- 1.8. Appendix No. 3 to the Terms and Conditions contains the End User License (EULA) valid as of the Agreement Date.

2. Terms and Definitions:

- 2.1. SWSA - the company SECO/WARWICK S.A. with its registered office in Świebodzin (66-200) at ul. Sobieskiego 8, entered into the Register of Entrepreneurs of the National Court Register under KRS No. 0000271014, Tax ID (NIP) No. : 9270100756, REGON Statistical No.: 970011679;
- 2.2. Portal - FURNACE/PLUS Portal, including in particular the software, interfaces, layout and graphics that comprise it;
- 2.3. Software - SWSA's software for monitoring heat treatment furnaces manufactured by SWSA.
- 2.4. Customer - a contractor, using the Portal, who is not a consumer within the meaning of Art. 22[1] of the Civil Code;
- 2.5. Device - additional Furnace equipment including sensors and systems for collecting and processing data provided by SWSA;
- 2.6. Terms and Conditions - it implies these terms and conditions for delivery of services via FURNACE/PLUS Portal.
- 2.7. Agreement - an agreement for use of the Portal signed by the Customer as the entity accessing the Portal and by SWSA as the entity giving access to the Portal. The Terms and Conditions provide the content of the Agreement. The Agreement may be supplemented by the Customer and SWSA by their joint, additional, express, separate written arrangements.
- 2.8. Civil Code - the Act of 23 April 1964 called the Civil Code (as amended).

3. Modules

3.1 SWSA offers the following Modules:

- 3.1.1. SECO/PREDICTIVE - a solution for collecting sensor data and its storage in the SECO/WARWICK cloud. The system is based on a separate logic controller responsible for continuous control of monitored furnace subsystems. Should any irregularities be detected that may affect the correct operation of the furnace in the future, the system informs users in real time. Depending on the type and equipment of the furnace, it can be analyzed from different angles. The following furnace systems can be monitored and controlled:
 - a) Pumping system,
 - b) Heating system,
 - c) Furnace tightness,
 - d) Cooling system,
 - e) Computer system including UPS-power backup.

- 3.1.2. SECO/PREVENTIVE System - a calendar-based module that provides scheduling and organization of inspections of the device and its individual components as part of preventive maintenance of a particular device.
- 3.1.3. My Support - Within this module, the user will be given access to the technical support service, where the user can review independently requests to look for a solution to a similar problem or report a new problem concerning the device. Each ticket will be assigned a number and the person responsible for resolving it, which significantly facilitates contacting the SWSA service and monitoring and resolving problems.
- 3.1.4. Alarms - this module presents the statistics of historical alarms of a given device. The user has a full picture of active alarms and warnings and access to their history within a configurable time range.
- 3.1.5. Trends - the module responsible for displaying trends from the study of individual furnace properties. In addition, it is possible to display trends of basic analogue signals from the furnace, so that the change history could be analysed in detail in a convenient manner using a browser.
- 3.1.6. OEE Performance Indicators Module - OEE (Overall Equipment Effectiveness) indicators are referred to as total equipment effectiveness. The module is responsible for calculating and presenting values indicating the degree of equipment capacity utilization.
- 3.1.7. Senergy - the module for analyzing electricity consumption for a selected process, in relation to the average or median consumption of other processes with the same or different recipe.
- 3.1.8. Process reports are a reporting module - in it you can see a list of processes that have been carried out on a given device. For the process indicated on the list, you can download a report in PDF format, which will contain the following information: information about the batch, recipe parameters, process flow - a graph of the most important signals, a list of alarms that occurred during the process. For a given process, you can also download a CSV file with recorded signals.
- 3.1.9. The recipe manager is a module for managing the recipes of a given device. Operations on recipes are possible, such as: creating, editing, duplicating, and revising recipes.
- 3.1.10. With respect to Modules or Software provided by SWSA to the Customer under the Agreement, SWSA grants Customer a license to download, install and use such Modules and Software within and for the purposes of Customer's business following the terms set forth in the End User License. To find out more please click on the current version of the End User License on the Portal at: <https://furnaceplus.secowarwick.com/files/en/EULA.pdf> .

4. Price List

Prices for the annual subscription for the use of the Modules can be found in the pricing policy, which is available from SWSA, which the Customer acknowledges and accepts.

5. Portal access issue date

- 5.1. SWSA shall provide the Customer with access to the Portal and login data for the modules selected by the Customer within 3 business days from the Device installation date or final acceptance of the furnace (if furnace acceptance is scheduled), whichever is later, subject to Sections 5.2 and 5.3 below.
- 5.2. If access to the Portal is chargeable, SWSA shall provide the Customer with login credentials and access to the Portal with respect to the modules selected by the Customer within 3 business days from the date of crediting the SWSA's bank account with the payment of access fee.
- 5.3. Access to the Portal and obtaining login credentials is possible only after the Parties have entered into the Agreement. The Agreement is concluded when SWSA and the Customer conclude a separate written agreement (including the Customer's acceptance of the written bid submitted by SWSA), in particular, concerning the Equipment or furnace supplied by SWSA, which separate agreement refers to the provisions of these Terms and Conditions and specifies that the Customer accepts these Terms and Conditions.

6. Access to the Portal

- 6.1. The Customer shall be granted access to the Portal for a timeframe determined by the Parties, counted from the date on which access to the Portal and login credentials have been granted to the Customer (unless the Customer, under a separate arrangement between SWSA and the Customer, is exempt from the obligation to pay the subscription fee for the initial 12 months after the purchase of a new furnace).
- 6.2. A prerequisite for granting login credentials and the Portal access is the conclusion of the Agreement followed by the payment of the subscription fee pursuant to the aforementioned Price List (unless the Customer, under a separate arrangement between SWSA and the Customer, is exempt from the obligation to pay the subscription fee for the initial 12 months after the purchase of a new furnace).
- 6.3. The Customer shall obtain login credentials to the Portal for three personal accounts with identical permissions. Each personal account has a separate username and password.
- 6.4. The access to the Portal is secured with a password (two-factor authentication), and the information presented for a given Customer comes only from the devices assigned to a given Customer. The Customer is obliged to keep confidential the Portal credentials.
- 6.5. In order to ensure proper use of the Portal, the device used by the Customer should meet the minimum technical requirements provided by SWSA, in particular as to the type and minimum version of the operating system and web browser used, and must have access to the Internet. SWSA may update the minimum technical requirements from time to time by posting revised or new requirements on the Portal. The technical requirements required to use the Portal are provided below:
 - 6.5.1. having access to the Internet; stable Internet connection: minimum 6Mb/s Ethernet medium (category 5e), we recommend higher speeds; Ping: max.80ms;
 - 6.5.2. depending on Customers' security policies, additional individual arrangements may be required;
 - 6.5.3. use of the current version of the web browser on the workstation applied to use the Portal based on the Chromium engine

7. Payments

- 7.1. The Customer shall make an upfront payment for the subscription fee within 14 days from the SWSA's invoice issue date (unless the Customer, under separate arrangements between SWSA and the Customer, is exempt from the obligation to pay the subscription fee for the initial 12 months after the purchase of the new furnace).
- 7.2. VAT invoices shall be sent electronically at the Customer's e-mail address.
- 7.3. The payment shall be deemed to have been made at the date the payment is credited on SWSA's bank account.
- 7.4. If the Customer has missed the payment deadline, SWSA shall have the right to charge late payment interest applicable to commercial transactions for each day of delay.

8. Rights and obligations of the Parties

- 8.1. SWSA shall have the right to obtain furnace data ("Furnace Data") on the basis of monitoring and analysis of the operation of the Device and the Portal, including, in the normal course of the Customer's business, obtaining information in an automated manner regarding technical and technological results and modes of operation of the Device and the Portal, detection of failures of heat treatment furnaces, to which the Customer agrees. Furnace data include, in particular: signals from installed sensors and parameters from the Device, data entered by the user of the Portal. The Customer agrees that SWSA may use Furnace Data and, at SWSA's discretion, compile, analyse, use and process it (including creating databases and other studies) for its own purposes in the course of SWSA's business to monitor, analyze, improve the operation of the Equipment and the Portal, and for statistical and diagnostic purposes, which purposes include, in particular:

- (i) statistical analysis of operation, improvement and development of Furnaces as well as Equipment and development of similar technical solutions, (ii) development of algorithms and analytical solutions for the operation of Furnaces and Equipment, (iii) statistical analysis of operation and improvement and development of the Portal and development of similar solutions. The collection and processing of Furnace Data by SWSA is also used for diagnostics, such as for early detection of failures, prediction of time to failure, detection of all anomalous operation of individual components, and predictive maintenance planning. The Customer shall have no claims against SWSA in connection with the collection, processing and use of Furnace Data by SWSA, and agrees not to assert any claims against SWSA in connection with the processing and use of Furnace Data by SWSA, unless SWSA uses Furnace Data in a manner in violation of the Terms and Conditions.
- 8.2. Under no circumstances shall Furnace Data be used by SWSA in an attempt to reproduce process parameters on the Customer's site. SWSA will not disclose process parameters obtained from the Device installed on the Customer's site.
- 8.3. The Customer is obliged to use the Portal in accordance with these Terms and Conditions and taking into account the purpose of each selected Module, solely for the purpose of running its own business. The Customer is obliged to use the Portal in compliance with generally applicable rules and regulations. The Customer shall not provide or use the Portal to transfer unlawful content.
- 8.4. The Customer shall not disseminate, dispose of or provide in any way access to the Portal to unauthorized third parties both for a fee and free of charge.
- 8.5. The use of the Portal, the rules of Portal use are set forth in the End User License (EULA), which is applied accordingly to the Portal.
- 8.6. The following obligations and related costs shall be borne by the Customer:
- (a) provision of space to install or make changes to the Device;
 - (b) connection of electricity, Internet and other utilities necessary for Device operation and necessary for Portal use;
- 8.7. Save for the provisions of the relevant separate agreement entered into with SWSA regarding the Device operation and Terms and Conditions application, the Customer may use the Device and the Portal under the proviso that:
- a) they are used strictly in compliance with the provisions of the relevant agreement concluded with SWSA, the Terms and Conditions, and in compliance with the Device documentation, in compliance with the online instructions in the Help tab of the Portal, and in compliance with occupational health and safety and fire regulations;
 - b) SWSA employees are allowed to access the Device for the purpose of monitoring and controlling the operation and use of the Device or the Portal.
- 8.8. Each Party shall bear the costs of connecting to the remote system on its own. Each Party shall, on its own, be responsible for ensuring that its hardware and software used in the remote system are equipped with proper protections.

9. Warranty and complaints

- 9.1. SWSA provides the Portal on "as is" basis, which means that SWSA shall not be liable for any defects or errors in operation or use of the Portal contrary to its intended purpose or the requirements of the Terms and Conditions and thus damages occurred as a result of defects or errors, subject to the provisions below. SWSA guarantees the correct operation of the Portal for a period equal to the period for which the Agreement with the Customer was concluded and for which the subscription fee is valid. The Device warranty is extended in compliance with the warranty period of the SWSA furnace.
- 9.2. Failure to pay the subscription fee by the due date shall terminate the Customer's rights under the warranty, and allow SWSA to deprive the Customer of Portal access.

- 9.3. As part of the warranty, SWSA shall remove the errors found by the Customer in the Portal operation.
- 9.4. The Customer shall report the occurrence of Portal errors to SWSA forthwith, but not later than within 3 business days from the date of error identification. SWSA shall not be liable for any damages resulting from the Customer's later reporting of errors.
- 9.5. Portal operation errors may be reported via the contact form at <https://www.secowarwick.com/en/service/automation-system/>.
- 9.6. After receiving the notification, SWSA will inform the Customer within 7 business days about the expected time for fixing the error, which may be extended. SWSA will take its best efforts to fix the error within 14 days of SWSA's response to the Customer's error report.
- 9.7. In the event that the errors are due to the fault of the Customer or circumstances for which the Customer is responsible, the errors will not be corrected under warranty, and the cost of removal will be borne by the Customer.
- 9.8. The Customer shall not engage other entities for any work and activities on the Device and the Portal.
- 9.9. The Customer has the right to file a complaint on matters related to the functioning of the Portal. Complaints should be submitted electronically to the email address furnaceplus@secowarwick.com or in writing to the address of SWSA
- 9.10. SWSA shall respond to the complaint within 14 days from the date of its delivery.
- 9.11. Consideration of the complaint may require additional explanations or information from the Customer. The Customer is obliged to supplement the complaint within 14 days from the date of receipt of the request from SWSA. In case of ineffective expiration of the deadline for supplementing the complaint, the complaint will be rejected and will not be considered.
- 9.12. SWSA will send a response to the Customer's complaint to the email address indicated in the complaint, or, if the complaint was submitted in writing, to the email address indicated in the letter or, if no such address is provided, to the address for sending the complaint.

10. Agreement Termination

- 10.1. SWSA is entitled to terminate the agreement without giving a notice if:
 - a) The Customer is in default with the payment of subscription fee for more than 30 days and has not responded to the payment request addressed to him/her;
 - b) The Customer violates grossly the provisions of the Agreement, the Terms and Conditions, violates the SWSA rights, including intellectual property rights, or uses the Portal contrary to its intended purpose.
- 10.2. In the case of Customers who are individuals entering into an Agreement that does not have a professional nature for them, SWSA has is entitled to terminate the Agreement with 10 days for valid reasons, i.e. if:
 - a) The Customer has been in default in payment of the subscription for more than 30 days and has not responded to the request for payment addressed to it; or
 - b) The Customer uses the Portal in a manner contrary to the provisions of the Terms and Conditions; or
 - c) the Customer violates SWSA's copyrights; or
 - d) the Customer uses the Portal contrary to its intended purpose.
- 10.3. Subject to other provisions of the Terms and Conditions, termination of the Agreement shall result, in particular, in the Customer's loss of access to the Portal and the data stored therein.

11. Responsibility

- 11.1. SWSA shall take any and all due measures to protect the Customer's data.
- 11.2. SWSA undertakes, as long as possible, to advice the Customer in advance of possible disruptions in the Portal operation, including in particular access interruptions.
- 11.3. SWSA shall not be liable for:

- a) for any damages and losses, suffered directly or indirectly (including damages for loss of business profits, business interruption or loss of business information, and other property damages), resulting from the use, inability to use or malfunction of the Portal software, damages resulting from the shutdown or failure of the ICT system, failure of the power grid;
 - b) in relation to the improper (including inadvertent) use of the Portal by the Customer and malfunctioning of computer hardware, computer software or communication system through which the Customer uses the Portal;
 - c) for any damage caused by errors, failures and interruptions in the functioning of the Portal or caused by incorrect recording or reading of data downloaded by the Customer;
 - d) for disruptions in the proper Portal operation, as well as loss of the Customer's data caused by force majeure or third parties;
 - e) for the actions of third parties involving the use of data placed on the Portal in violation of generally applicable law or the regulations;
 - f) for the inability to log into the Portal caused, in particular, by: the quality of the connection, the failure of the ICT system or the power grid, incorrect configuration of the Customer's software;
 - g) for damages involving the Customer's loss of benefits that it would have obtained if the damage had not been caused;
 - h) for indirect damages suffered by the Customer in connection with the Portal use;
 - i) for granting access to the Portal by the Customer to unauthorized third parties;
 - j) for damages suffered in connection with arbitrary or independent change to the Portal's source code, modifications made;
- 11.4. The maximum SWSA liability shall be limited to an amount equivalent to the annual subscription fee.
- 11.5. Neither Party shall be liable for delays and difficulties caused by force majeure such as strike, war, epidemic, environmental disaster, flood, etc. However, the Party delayed due to force majeure shall make all reasonable efforts to reduce delays. In the event of force majeure, the Party in the arrears shall notify forthwith the other Party of the force majeure occurrence and specify the duration of the force majeure, if known.
- 11.6. Limitations and exclusions of liability in this Section 11 do not apply to the Customers who are sole proprietors in the case referred to in Article 385[5] of the Civil Code. In such cases, SWSA shall be liable following the general principles of the Civil Code. The businessman running a one-man business in the case referred to in Article 385[5] of the Civil Code is a natural person who enters into an agreement directly related to his business activity, when the body of such agreement shows that it does not have a professional nature for him, resulting in particular from the subject of his business activity, made available on the grounds of the legislation concerning the Central Register and Information on Business Activity.

12. Contractual penalties

- 12.1. SWSA shall have the right to claim payment of a contractual penalty from the Customer, in the event of:
- a) gross breach by the Customer of the provisions of the Agreement or the Terms and Conditions – contractual penalty in the amount of PLN 5,000 for each instance;
 - b) a breach of SWSA's copyrights – contractual penalty in the amount of PLN 100,000 for each instance;
 - c) granting access to the Portal to unauthorized third parties – contractual penalty in the amount of PLN 50,000 for each instance;
 - d) arbitrary or independent modification of the Portal or any Module by the Customer – contractual penalty in the amount of PLN 100,000 for each instance;
- 12.2. The limit of contractual penalties for breaches referred to in Section 12.1. totals PLN 200,000;

- 12.3. If the amount of damage sustained by SWSA exceeds the agreed contractual penalties or the total amount of contractual penalties specified in Section 12.2, SWSA may seek additional compensation from the Customer under general terms up to the full amount of the damage sustained.
- 12.4. The contractual penalties referred to in Section 12 do not apply to the Customers who are sole proprietors in the case referred to in Article 385[5] of the Civil Code. A businessman running a one-man business in the case referred to in Article 385[5] of the Civil Code is a natural person who enters into an agreement directly related to his/her business activity, when it is clear from the content of this agreement that it does not have a professional character for him/her, arising in particular from the subject of his/her business activity, made available on the grounds of the legislation on the Central Register and Information on Business Activity.

13. Confidentiality Clause

- 13.1. The Parties shall ensure that all information about the content of these Terms and Conditions and the business activities of the other Party, which is of a confidential nature and the disclosure of which may harm the interests of the other Party, shall be kept confidential, unless the other Party has expressed its written consent to the disclosure of such information. The above restriction shall not apply to the disclosure of information to any offices, institutions and courts, if such obligation arises under the applicable laws, as well as to external entities providing economic, legal and tax-financial consulting and services of a similar nature (including the Parties' auditors). The Parties shall bear full responsibility for maintaining the confidentiality of such information by such entities.
- 13.2. The obligations of the Parties referred to in this Section 13.1 shall be binding upon the Parties during the period of the Customer's use of the Portal and for a period of 3 years after the Customer has lost access to the Portal.
- 13.3. The obligations of the Parties referred to in this Section 13, shall remain in force in the territory of the Republic of Poland and beyond its borders.
- 13.4. The Parties shall also be liable for a breach of confidentiality obligations by their personnel and subcontractors.

14. Data security and outsourcing of personal data processing

- 14.1. Subject to Section 14.12 below, in the event of Agreement termination, the Customer shall lose the right to access the data stored in the Portal, including Furnace Data, and the data shall be archived by SWSA.
- 14.2. Information about the processing of personal data of the Customer's representatives and contact persons by SWSA can be found in the SWSA's Privacy Policy, available at <https://www.secowarwick.com/en/data-privacy/>.
- 14.3. The Customer, pursuant to Art. 28 (1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "**GDPR**") in connection with the use of the Portal, entrusts SWSA to process the following personal data on behalf of the Customer:
 - 14.3.1. The categories of persons whose data is processed: persons performing activities related to the Devices, such as servicemen or inspectors, persons using personal accounts for the Portal
 - 14.3.2. Type of personal data: first and last name, date of entry of information about the person in the Portal and the content of this information, e-mail address, information about activity within the personal account
 - 14.3.3. Subject, nature and purpose of processing: personal data entered electronically when registering activities performed in connection with the Device, for display as

information related to the Device visible to users of the Portal authorized by the Customer, as part of the functionality of the Portal; personal data entered electronically when setting up personal accounts.

- 14.4. The personal data outsourced for processing by the Customer shall be processed during the effective term of the agreement concerning the Customer's use of the Portal.
- 14.5. SWSA shall not use subprocessors of personal data outsourced for processing by the Customer without the prior written consent of the Customer, subject to Section 14.6 below. SWSA shall comply with the terms and conditions for the use of a third party processor, referred to in Article 28.2 and 28.4 of the GDPR, if any.
- 14.6. Hereby the Customer consents to the Customer's use of the following subprocessor: Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland (registered in Ireland with the National Company Register under number 256796, VAT identification number: IE 8256796 U, registered address: 70 Sir John Rogerson's Quay, Dublin 2, Ireland).
- 14.7. SWSA shall process personal data outsourced for processing by the Customer only upon the Customer's documented instruction (with the Portal agreement and the Terms and Conditions also representing such instruction) - which also applies to the transfer of personal data to a third country outside the European Economic Area or an international organization - unless such obligation is imposed on SWSA by the European Union law or by the law of a Member State to which SWSA is subject. In this case, SWSA will inform the Customer of this legal obligation before the processing starts, unless such law prohibits the provision of such information for reasons of significant public interest. SWSA will not process personal data outsourced for processing by the Customer outside the European Economic Area.
- 14.8. SWSA shall ensure that persons authorized to process Personal Data outsourced for processing by the Customer undertake to keep secrecy or are subject to the relevant statutory secrecy obligation.
- 14.9. SWSA shall take all measures required under Art. 32 of the GDPR in connection with the processing of Personal Data outsourced for processing by the Customer.
- 14.10. SWSA shall, taking into account the nature of the Processing, assist the Customer, as far as possible, through appropriate technical and organizational measures, to comply with its obligation to respond to the data subject's requests for the exercise of his or her rights set forth in Chapter III of the GDPR.
- 14.11. SWSA shall, taking into account the nature of the processing and the information available to it, assist the Customer to comply with the obligations set forth in Arts. 32-36 of the GDPR.
- 14.12. SWSA shall, upon termination of the services related to the processing of personal data outsourced to it by the Customer, according to the Customer's discretion, delete or return to the Customer any personal data and delete any existing copies thereof, unless the European Union law or the law of a Member State prescribes personal data retention.
- 14.13. SWSA shall make available to the Customer all information necessary to demonstrate compliance with the Customer's obligations under Art. 28 GDPR in connection with the entrustment of data processing, and shall allow and contribute to the Customer or an auditor authorized by the Customer to conduct audits, including inspections. The Customer shall notify SWSA of its intention to conduct audits and inspections each time at least 14 days prior to their commencement. The audit and inspection, in each case: (i) will be conducted only on business days, during SWSA's standard business hours, (ii) will be conducted in a manner that is as little disruptive as possible to SWSA's work and day-to-day operations, (iii) will concern only the organizational and technical measures that are used to process the personal data outsourced for processing by the Customer, (iv) will be carried out in a manner that ensures that the Customer and persons carrying out the audit or inspection on behalf of the Customer will only have access to personal data and information directly related to the personal data outsourced for the processing by the Customer, including a manner that ensures that the Customer and persons carrying out the audit or inspection on behalf of the Customer will not have access to

SWSA's corporate secrets (unless it is required for the audit or inspection purposes) and any information regarding other SWSA Customers. The audit and inspection expenses shall be paid in full by the Customer in each case. SWSA will inform forthwith the Customer if, in its opinion, the order issued to SWSA represents a violation of GDPR or other European Union or Member State data protection legislation.

15. Contracts signed with consumers

These Terms and Conditions do not apply to contracts concluded with consumers.

16. Final provisions

- 16.1. SWSA reserves the right to amend the Terms and Conditions. SWSA will inform the Customer of any changes to the Terms and Conditions by e-mail (at the e-mail address indicated by the Customer for contact in any matters concerning the Portal) at least 14 days in advance.
- 16.2. With regard to the Customers who are natural persons entering into an Agreement that is not of a professional nature for them, such Customers, within 14 days from receiving information about the change in the Terms and Conditions, will have the right to terminate the Agreement. In the case referred to in the preceding sentence, the termination period of the Agreement is 30 days and will be counted from the date of the notice. In the absence of Agreement termination, the Terms and Conditions, as amended shall apply to the relationship with the Customer, referred to in this Section 16.2
- 16.3. Any matters not regulated by the Terms and Conditions, shall be subject to the provisions of the Polish law: the Civil Code and regulations on intellectual property, including in particular the Act on Copyright and Related Rights, the Act on Industrial Property, the Act on Databases and the Act on Combating Unfair Competition. The application of the Vienna Convention on the International Sale of Goods (CISG) is excluded.
- 16.4. Any disputes that may arise from the Agreement performance, the Parties shall endeavour to settle by negotiation. If no consensus has been reached, the dispute will be settled by the local court having jurisdiction over the registered office of SWSA. The provisions of Section 16.4 do not apply to the Customers who are sole proprietors in the case referred to in Article 385[5] of the Civil Code. In such cases, the generally applicable provisions of law shall apply.
- 16.5. The acceptance of the content of the Terms and Conditions and amendments to the Terms and Conditions and adherence to them is a prerequisite for using the Portal.
- 16.6. The Terms and Conditions shall come into force on December 15th 2024.

Appendix No. 1 to the Terms and Conditions of FURNACE/PLUS Portal Services - Information on specific risks associated with the use of the service provided electronically via Portal.

SWSA, while fulfilling its obligation under the Electronic Service Delivery Act of 18 July 2002 (as amended), provides the following information on the potential risks associated with the enjoyment of the services provided electronically via Portal:

1. a risk posed by the operation of unwanted or malicious software (malware) that performs actions on the user's system unintended by the user that may cause damage;
2. a risk of the Internet worms (worms) activity, including e-mail worms, which can use the user's devices or systems or Internet e-mail addresses stored by the user to launch mass hacking attacks on other devices connected to the Internet;
3. a risk of the installation and operation of software that spies on the user's Internet activities, installing itself without the user's knowledge or consent, which collects/analyses information about the user's Internet activities and sends it to third parties;
4. a risk of gaining access to the user's online passwords (including "phishing") or to the user's other confidential information, including by sending the user fake emails to phish the user's passwords or other information, or by forging so-called security certificates to secure the websites used by the user;
5. a risk of exposure to the user receiving unwanted spam emails;
6. a risk of exposure to cryptanalytic activities run by third parties using the Internet to identify vulnerabilities in the systems or devices used by the user in order to enable the breaking or bypassing of such systems protections or a risk of gaining access to the user's information;
7. a risk of unauthorized interference with or access by third parties to databases or to information stored on the user's systems or devices (if their protection has been breached);
8. a risk of unauthorized interference by third parties with the transmission of data between the user's system and the Portal, including causing interference with the transmission or resulting in unauthorized access to the transmitted data.

Appendix No. 2 to the Terms and Conditions of the FURNACE/PLUS Portal Services - Information on the function and purpose of software or data that is not a component of the content of the service of giving access to the Portal.

For up-to-date information about the function and purpose of the software or data that is not a part of service of giving access to the Portal, please refer to the Cookie Policy available at <https://www.secowarwick.com/en/data-privacy/>.

Appendix No. 3 to the Terms and Conditions of the FURNACE/PLUS Portal Services - End User License Agreement (EULA).

The current content of the End User License Agreement is available at:
<https://furnaceplus.secowarwick.com/files/en/EULA.pdf>

Signature:

Date:

Print Name: