GoProject – General Licence and Service Terms

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These terms and their previous versions are available at the permanent web address designated by the Supplier. Each order is governed by the version of the terms in force on the day it is placed.

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1. APPLICATION OF THESE TERMS AND CONCLUSION OF THE AGREEMENT

1.1. These terms govern the use of the GoProject software and the provision of services by LTECH, SIA, unified registration number 40003826013 (the "Supplier"), to a legal person (the "Customer"). These terms are not intended for transactions with consumers.

1.2. GoProject is available in two deployment types, and each of them is subject to its own annex in addition to these terms: (a) GoProject On-premises: software that the Customer installs and runs on its own infrastructure; Annex A applies; (b) GoProject Cloud: a service that the Supplier provides on its own infrastructure; Annex B and Annex C apply.

1.3. The Agreement between the Parties consists of these general terms, the annex for the relevant deployment type and the Order (Annex D). The Parties place the Order in one of two ways: (a) as a document signed by both Parties; or (b) as an order in the Supplier's portal in which the Customer confirms its acceptance of these terms before payment. In both cases the Agreement is deemed concluded at the moment the Supplier confirms the order.

1.4. If the Order is placed in the portal, the Customer confirms that the person placing it is authorised to assume the relevant obligations on the Customer's behalf. The Supplier records the fact of acceptance, the time, the version of the terms and the person, and sends the Customer an order confirmation together with the text of the terms.

1.5. The terms have a version and an effective date. Each Order is governed by the version of the terms that was in force on the date the Order was placed, and that version remains in force for the whole of the relevant period. Each version is available at the permanent internet address specified by the Supplier.

1.6. A new version of the terms applies to the Customer from the start of the next Period. The Supplier gives notice of changes no later than 30 (thirty) days before the end of the current Period, stating the address of the new version.

1.7. Acceptance of the new version is recorded as follows: (a) if the next Period is arranged by a new Order, the Customer accepts the new version by confirming that Order; (b) if the Period renews automatically by payment card, the Customer accepts the new version by continuing the subscription after receiving the notice. A Customer that does not accept the new version may cancel the subscription up to the end of the current Period without further obligations; a Period already paid for continues under the previous version.

1.8. In the event of conflict, the documents apply in the following order of priority: the Order; the annex for the deployment type (A or B); Annex C; these general terms; the Documentation.

2. DEFINITIONS

2.1. Software: the GoProject work management system developed by the Supplier.

2.2. Package: the package selected in the Order, which determines the deployment type, the maximum permitted number of Seats and the fee.

2.3. Seat: an active user account of a natural person in the user group "Licensed users", including an administrator account. The number of Seats does not include deactivated accounts, service and automation accounts, or Help Desk customer accounts.

2.4. Period: the period of time specified in the Order for which the fee has been paid; the standard Period is 12 (twelve) months and, for GoProject Cloud, also one month.

2.5. Read-only mode: a state in which users can sign in and view information, download and export it, but cannot make changes.

2.6. Customer Data: data that the Customer or its users enter, upload or create when using the Software.

2.7. Documentation: the description of the Software and of the Service and the user documentation published by the Supplier, as available at the internet address specified by the Supplier on the date the Order is placed. The relevant version of the Documentation remains available throughout the Period.

3. FEES AND PAYMENT

3.1. The fee for the Package is set in the Order. All prices are stated in euro excluding value added tax; tax is applied at the rate laid down by laws and regulations. The Customer is responsible for stating its value added tax payer number and for its accuracy.

3.2. The fee for the entire Period is paid in a single payment. Payments by payment card are processed by the payment service provider Stripe; payment by bank transfer is made against the Supplier's invoice. The payment method and the available Periods are determined by the Order.

3.3. The first Period begins, and access to the Software or the Service is provided, on the day the Supplier receives the fee for the relevant Period, unless the Order provides otherwise. Until then the Supplier is under no obligation to issue a licence key or to open access.

3.3.1. Each subsequent Period begins on the day after the end of the previous Period, provided that the fee for it has been received. For an automatically renewing payment card subscription, the Supplier charges the fee for the next Period on the last day of the current Period. If the payment succeeds, the next Period begins without interruption. If the payment fails, clause B5.3 of Annex B applies.

3.4. The invoice is issued after the Order is confirmed and is payable within 14 (fourteen) days, unless the Order provides otherwise.

3.5. If the fee is not received within 30 (thirty) days of the date the invoice is issued, the Order lapses. In that case the Parties have no claims against each other, and the Supplier does not charge default interest or apply a contractual penalty. The Order may be placed again.

3.6. Default interest applies only where the Supplier has performed its obligations before receiving payment, namely: (a) where the Package has been upgraded in the manner set out in clause 3.10 and the new licence key has been issued immediately; or (b) where the Order expressly provides that access is opened before payment. In such cases the statutory default interest for commercial transactions laid down by laws and regulations applies, together with recovery costs.

3.7. If a Customer to whom access has already been opened is more than 10 (ten) days late with payment after receiving a written reminder, the Supplier is entitled: (a) for GoProject Cloud, to suspend access to the Service until payment is made in full, while preserving the Customer's right to retrieve its data; (b) for GoProject On-premises, not to issue a new licence key and not to provide maintenance and support. A licence key already issued continues to work until its expiry; the Supplier does not suspend the Customer's installation remotely.

3.8. Fees paid are not refunded, including in the event of a reduction in the number of Seats, a change of Package or non-use of the Software, except in the cases expressly provided for in the Agreement.

3.9. The Supplier gives notice of changes to the fee for the next Period no later than 30 (thirty) days before the end of the Period. The fee for a Period already contracted is not changed.

3.10. A move to a larger Package is available at any time during the Period. The fee is calculated as follows: the fee already paid for the relevant Period is subtracted from the annual price of the new Package, and the resulting difference is multiplied by the number of days remaining in the Period and divided by the total number of days in the Period. The end date of the Period does not change. The new licence key is issued immediately, and the invoice for the difference is payable within the time limit set out in clause 3.4. For a payment card subscription, a change of Package is arranged by contacting the Supplier.

3.11. A move to a smaller Package takes effect from the start of the next Period. Until then the current Package remains in force, and the fee for the unused Period is not refunded. If the Customer moves to a larger Package before the start of the next Period, the pending move to a smaller Package is cancelled.

4. TRIAL

4.1. The Supplier may grant a trial period of the Software for 30 (thirty) days with no limit on the number of Seats and free of charge.

4.2. The trial is intended solely for evaluation. The warranty set out in section 8 does not apply to it, and the Supplier is not liable for losses arising from use of the trial, to the extent permitted by laws and regulations. Support during the trial is provided at the Supplier's discretion.

4.3. The trial ends automatically. One trial is granted per Customer organisation.

5. INTELLECTUAL PROPERTY

5.1. The Software and all intellectual property rights relating to it belong to the Supplier. The Agreement does not give the Customer ownership of the Software. All rights not expressly granted under the Agreement are reserved by the Supplier.

5.2. Customer Data belongs to the Customer. The Supplier acquires no rights in it, except the right to process it to the extent necessary for performance of the Agreement.

5.3. The Supplier confirms that it has all the rights necessary to provide the Software for use to the extent set out in the Agreement and that the Software, when used in accordance with the Agreement, does not, to the best of the Supplier's knowledge, infringe the intellectual property rights of third parties.

5.4. The Software includes third-party open-source components, which are subject to their own licences. A list of these components and their licences is provided on written request.

5.5. If a third party brings a claim against the Customer alleging that the Software infringes its intellectual property rights, the Customer promptly notifies the Supplier of it in writing and gives the Supplier the opportunity to take over the defence. The Supplier, at its option, secures the right to continue use, replaces or modifies the relevant part, or terminates the Agreement and refunds the fee pro rata to the unused part of the Period. Liability under this clause is limited as set out in section 9.

5.6. The Supplier may name the Customer as its customer in public materials only with the Customer's prior written consent.

6. CONFIDENTIALITY

6.1. The Software, licence keys, documentation, prices and the terms of the Agreement are the Supplier's confidential information. Customer Data is the Customer's confidential information.

6.2. Each Party may give its employees and subcontractors access to the other Party's confidential information only to the extent necessary and only if they are bound by confidentiality obligations no less strict than those set out in this section. A Party is liable for the acts of these persons as for its own.

6.3. The confidentiality obligation applies for the term of the Agreement and for 5 (five) years after its termination and, in respect of trade secrets, for as long as the information retains its status as a trade secret.

6.4. The obligation does not apply to information that is publicly available through no fault of the Party, that was known to the Party before receipt, that was developed independently, or whose disclosure is required by laws and regulations or by a court.

7. PERSONAL DATA PROTECTION

7.1. For GoProject Cloud, the Customer is the controller and the Supplier is the processor in respect of personal data that the Customer processes in the Service. The processing is governed by Annex C, which is a data processing agreement within the meaning of Article 28 of the General Data Protection Regulation.

7.2. For GoProject On-premises, the Software runs on the Customer's infrastructure, the Supplier does not access or process the personal data processed in it, and the Customer is the controller. If the Customer gives the Supplier access to its environment or personal data for the provision of support, such access is subject to Annex C.

7.3. Each Party independently processes the contact details of the other Party's representatives for the purpose of performing the Agreement, and each Party is a controller in respect of that processing.

8. WARRANTY AND DISCLAIMERS

8.1. The Supplier warrants that for 90 (ninety) days from delivery or from the opening of access to the Service the Software and the Service will operate in all material respects in accordance with the Documentation.

8.2. The Customer notifies any non-conformity found in writing within that period, giving a description of the non-conformity and the steps that allow it to be reproduced.

8.3. In the event of a justified non-conformity, the Supplier's sole obligation and the Customer's sole remedy is, at the Supplier's option: (a) to remedy the non-conformity within a reasonable time; or (b) to terminate the Agreement and refund the fee paid pro rata to the unused part of the Period. The Customer has no right to damages, a price reduction or any other remedies, except where laws and regulations provide otherwise.

8.4. The warranty does not cover non-conformities caused by a modification made by the Customer, incorrect installation or configuration, infrastructure that does not meet the requirements agreed in Annex A, third-party software or services, integrations and automations configured by the Customer, errors in Customer Data, or use contrary to the Agreement or the documentation.

8.5. Except as provided in clause 8.1, the Software and the Service are provided "as is", and the Supplier gives no other warranties, whether express or implied, including as to fitness for any particular purpose of the Customer, uninterrupted or error-free operation, compliance with legal requirements binding on the Customer or the achievement of any particular results.

8.6. The warranty covers the functionality described in the Documentation. The absence of a feature not described in the Documentation is not a non-conformity.

8.7. The Customer confirms that before concluding the Agreement it had the opportunity to familiarise itself with the Software, including by means of a trial or a demonstration environment, and that its decision is based on the Documentation.

9. LIMITATION OF LIABILITY

9.1. Neither Party is liable for indirect losses, including loss of profit, lost revenue or savings, business interruption, loss of or damage to data, harm to reputation and third-party claims.

9.2. The Supplier's total liability for all claims arising from the Agreement does not exceed the fees actually paid by the Customer in the 12 (twelve) months preceding the date on which the relevant claim arose.

9.3. The limitations set out in clauses 9.1 and 9.2 do not apply to losses caused by wilful misconduct or gross negligence, to harm to a person's life or health, to the liability for the processing of personal data set out in Annex C, or to the Customer's obligation to pay the fees.

9.4. Claims arising from the Agreement must be brought within 12 (twelve) months of the day on which the Party learned or should have learned of the grounds for the claim.

10. TERM AND TERMINATION OF THE AGREEMENT

10.1. The Agreement enters into force on the date the Order is confirmed and remains in force for as long as any of the Parties' obligations under it subsists.

10.2. The Period is not renewed automatically, except for a payment card subscription, which is renewed automatically until the Customer cancels it in the manner set out in the Order or in the portal.

10.3. The Supplier may terminate the Agreement unilaterally if the Customer materially breaches its terms and does not remedy the breach within 30 (thirty) days of receiving a written warning or, in the case of late payment, within 10 (ten) days.

10.4. The Customer may terminate the Agreement unilaterally if the Supplier materially breaches its terms and does not remedy the breach within 30 (thirty) days of receiving a written warning.

10.5. Termination of the Agreement gives no right to a refund of fees paid, except in the cases set out in clauses 5.5 and 8.3 and where the Customer terminates the Agreement under clause 10.4; in the latter case the fee is refunded pro rata to the unused part of the Period.

10.6. Sections 5, 6, 9 and 13, as well as the provisions of the relevant annex on ceasing use and retrieving data, survive termination of the Agreement.

11. FORCE MAJEURE

11.1. A Party is not liable for failure to perform its obligations if the failure was caused by circumstances beyond the Party's control that it could not foresee or prevent, including natural disasters, hostilities, civil unrest, changes in laws and regulations, and large-scale power supply or electronic communications failures. The Party notifies the other Party of such circumstances in writing within 10 (ten) days.

11.2. If the force majeure circumstances last more than 3 (three) months, either Party may terminate the Agreement by written notice.

12. NOTICES

12.1. Notices are given in writing to the addresses or e-mail addresses stated in the Order. A notice sent by e-mail is deemed received on the next working day after it is sent, unless a notice of non-delivery is received. Notices of a change of the version of the terms, price changes and the end of the Period may also be sent to the e-mail address of the Customer's portal account.

12.2. A Party notifies the other Party of changes to its contact details within 5 (five) working days.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. The Agreement is governed by the laws and regulations of the Republic of Latvia.

13.2. The Parties resolve disputes through negotiation. If no agreement is reached within 30 (thirty) days, the dispute is to be settled by a court of the Republic of Latvia according to the Supplier's registered address.

14. FINAL PROVISIONS

14.1. The Agreement and the Documentation constitute the entire agreement between the Parties. Negotiations, correspondence, offers, presentations, demonstrations, website content and marketing materials do not form part of the Agreement.

14.2. Amendments, other than a change of the version of the terms in the manner set out in clause 1.6, are valid if made in writing and approved by both Parties. A change of Package is made by a new Order, without

changing the wording of these terms.

14.3. The Customer may not transfer rights arising from the Agreement to a third party without the Supplier's written consent. The Supplier may transfer its rights and obligations in the event of a reorganisation of the company or a transfer of the undertaking, informing the Customer of it in writing.

14.4. If any provision proves to be invalid, the remaining provisions remain in force, and the invalid provision is to be replaced by a valid provision that corresponds as closely as possible to the Parties' original intention.

14.5. A Party's failure to exercise a right is not to be regarded as a waiver of that right.

14.6. Each Party confirms that neither it, nor its beneficial owners, nor its board members are subject to sanctions of the Republic of Latvia, the European Union, the UN or other international sanctions.

14.7. Where the Order is signed, it is signed in two copies of equal legal force or with a secure electronic signature. Where the Order is placed in the Supplier's portal, the Parties agree that it is concluded electronically and that it is evidenced by the order confirmation issued by the Supplier together with the recorded acceptance entry.

14.8. The terms are drawn up in Latvian. Translations into other languages are for information only; in the event of conflict, the Latvian version prevails, unless the Order expressly provides otherwise.

Annex A - GoProject On-premises Special Terms

This annex applies if the deployment type selected in the Order is GoProject On-premises. The general terms also apply.

A1. Grant and scope of the licence

A1.1. The Supplier grants the Customer a non-exclusive licence, unlimited as to territory, to use the Software for the Customer's own internal business purposes during the Period, subject to the Package and the other terms of the Agreement.

A1.2. The licence covers one production installation, identified by the Installation ID in the licence key.

A1.3. At the Customer's request and subject to agreement between the Parties, the Supplier issues, at no additional charge, a test environment licence with the same number of Seats and the same Period for a separate installation. No production work may be done in the test environment; the Software displays a permanent test environment notice in it.

A1.4. The Customer may not use the Software to provide services to third parties, including hosting, data processing, outsourcing or shared-use services. This restriction does not apply to use of the Help Desk module to handle requests from the Customer's own customers or to document sharing links in the manner provided for in the Software.

A1.5. The Customer may make backup copies of the Software and of Customer Data.

A2. Delivery and acceptance

A2.1. Within 5 (five) working days after receipt of the fee or, if the Order provides that access is opened before payment, after conclusion of the Agreement, the Supplier delivers to the Customer electronically the Software in the deployment type specified in the Order (container images for a Docker environment, a deployment description for a Kubernetes environment or a JAR file), the licence key and installation instructions.

A2.2. Installation, provision of the infrastructure, its maintenance, data backup and security are the Customer's obligation and responsibility. The infrastructure requirements are set out in the Documentation. If requirements different from these are needed in a particular case, the Parties agree them separately and record them in the Order.

A2.3. The licence key is entered in the Software by the Customer's administrator. When entering the key, the administrator confirms in the Software that they have read the licence terms; the confirmation is recorded in the audit log, stating the person, the time and the version of the terms. This confirmation does not replace conclusion of the Agreement in the manner set out in clause 1.3 of the general terms and does not in itself create obligations.

A2.4. Delivery is deemed accepted if, within 14 (fourteen) days of delivery, the Customer has not submitted a written and reasoned rejection specifying particular non-conformities with the Documentation. The fact of delivery does not depend on whether or when the Customer installs the Software.

A2.5. The functional scope of the Software and the infrastructure requirements are set out in the Documentation. The Customer provides a runtime environment, database, file storage, backups and network security that conform to the Documentation.

A3. Licence key and installation binding

A3.1. The Installation ID is an identifier that the Software creates for itself on first start-up. It is not tied to hardware and does not change when the server, domain, port or Software version is changed.

A3.2. The licence key is bound to a single Installation ID. A key entered in another installation does not work.

A3.3. In the event of a server change, reinstallation or migration, the Supplier issues a key for the new installation on request. Reissue is available twice a year; more frequent reissue is subject to the Supplier's separate consent, which the Supplier does not unreasonably refuse where the reissue is necessary because of an infrastructure migration or disaster recovery. Each reissue is recorded.

A3.4. After reissue, the previous key technically continues to work until its expiry. The Customer undertakes, within 10 (ten) days of receiving the new key, to shut down the previous installation and stop using it. Simultaneous use of two production installations under one licence is a material breach of the Agreement.

A3.5. The Customer may not create a copy of an installation for the purpose of circumventing the installation binding or the Seat limit. Restoring backup copies and testing restoration are not regarded as such a copy.

A3.6. The Supplier may, no more often than once every 12 months, request in writing a compliance report on the number of Seats and the number of installations. The Customer provides it within 14 (fourteen) days, using the report available in the Software.

A4. Seats

A4.1. The licence key technically limits the number of Seats in accordance with the Package. The number of Seats included in the Package cannot be exceeded: if there are no free Seats, the Software refuses the creation of a new account, the granting of access and the reactivation of an account, stating the number of Seats used and available.

A4.2. The work of existing users is not interrupted, Customer Data is not deleted, blocked or encrypted, and the Customer always retains access to its data and to its export.

A4.3. The number of Seats may exceed the Package only if the Package is changed to a smaller one or if a trial with no Seat limit is replaced by a Package. In that case the Customer has 14 (fourteen) days to reduce the number of Seats. After that period, the Software automatically removes product access for the excess, starting with the most recently granted accounts; access is not removed from administrator accounts. Each such action is recorded in the audit log and notified to the administrator and to the person affected.

A4.4. Accounts created in the course of a data import do not occupy a Seat until they are granted product access. The Customer may import historical users in order to preserve data integrity.

A5. End of the Period

A5.1. The Software shows administrators a warning that the Period is approaching its end, starting from the 30th (thirtieth) day before it ends.

A5.2. If the Period ends and is not renewed, a grace period of 14 (fourteen) calendar days begins, during which the Software operates in full and displays a notice that the licence has expired. The length of the grace period is written into the licence key.

A5.3. After the grace period ends, the Software switches to Read-only mode. Once a valid licence key is entered, it resumes operating in full.

A5.4. If the Period simply ends and is not renewed, the Customer retains a perpetual but limited right to use the Software in Read-only mode only, for viewing, downloading and exporting data. This right does not include production work and is not to be regarded as an extension of the Period or as a perpetual licence to use the Software in full.

A5.5. Clause A5.4 does not apply where the Agreement is terminated because of a material breach by the Customer. On termination in that manner, all rights granted end, including the right to Read-only mode. Within 10 (ten) days the Customer must cease use, delete all copies and confirm this to the Supplier in writing, retaining the right to export its data beforehand.

A5.6. The Supplier may, but is not obliged to, issue an emergency extension for up to 30 days if arranging the renewal is delayed for reasons beyond the Customer's control, including because of a public procurement procedure.

A6. Link to the licence portal

A6.1. The Software provides an outbound link to the Supplier's licence portal, which is switched on by default. Once a day the Software sends the portal a signed report on the licence, the installation and the number of Seats used; in response, the portal may deliver a new licence key. The report does not contain personal data or the Customer's work data.

A6.2. The Customer may switch the link off; in that case the Customer submits the report referred to in clause A3.6 manually. For closed networks, a licence is issued for which the link is not provided. Apart from this link and integrations configured by the Customer itself, the Software does not need a connection to the internet or to the Supplier's infrastructure in order to operate.

A7. Modifications and source code

A7.1. Modification means a change to the executable code of the Software or to the content of the delivered components, the replacement of components, or a direct change to the data or the database structure that bypasses the interfaces of the Software.

A7.2. The following are not regarded as a Modification and are permitted: configuration of the Software through environment variables or the administrator interface, branding, use of the application programming interface (API), use of service accounts and access tokens, configuration of the integrations, automations and outgoing web requests available in the Software, and connection of external systems built by the Customer to the Software.

A7.3. Modifications are not permitted without the Supplier's prior written consent. The source code of the Software is not delivered. The Parties may separately agree on the deposit of the source code with a third party; the costs of such deposit are borne by the Customer.

A7.4. If a Modification has been made to the Software, whether with or without the Supplier's consent, the Supplier is not liable for the operation of the Software to the extent that a non-conformity was or could have been caused by the Modification; the warranty set out in section 8 of the general terms does not apply to the modified Software; the Supplier does not provide maintenance and support for a modified installation and is not liable for a modified installation being unable to receive updates. The Supplier may require the Customer to restore an unmodified version for fault diagnosis; if the Customer does not do so, the Supplier is not obliged to consider the report. A Modification made without consent is a material breach of the Agreement.

A8. Updates, maintenance and support

A8.1. The fee includes all modules of the Software and all new versions released during the Period, as well as the user interface in Latvian, English and German. The Supplier may in future offer separately purchasable additional products; this does not affect the availability of the modules already included during the Period.

A8.2. During the Period the Supplier provides the receipt and logging of error reports at the e-mail address stated in the Order and communication in Latvian or English on working days. Reports are submitted by no more than two Customer contact persons named in the Order.

A8.3. Maintenance and support do not include: advice on use and on work organisation; training; installation, configuration and updating in the Customer's environment; development and configuration of integrations and automations; data migration; development of new functionality or changes on request; resolving problems with third-party software, infrastructure and networks; on-site work; or any response, handling or fix times.

A8.4. The Supplier does not undertake to release a particular number of new versions, to include particular functionality in them, to fix a particular error or to fix it within a particular time. The Supplier determines the priority of errors and the manner of fixing them.

A8.5. Support is provided to a reasonable extent. If the number or volume of reports materially exceeds that extent or the reports concern matters referred to in clause A8.3, the Supplier may decline to consider them or offer to consider them for a separate fee.

A8.6. Maintenance and support are provided remotely, without the Supplier accessing the Customer's production environment or the data in it. The Supplier obtains access only if the Customer grants it in a specific case; in that case Annex C applies.

A8.7. Support with defined response and resolution times (SLA), as well as implementation, training, data migration, integration and customisation services, are available for a separate fee under a separate agreement.

A9. Restrictions on use

A9.1. The Customer may not: (a) distribute, sell, rent, lend or otherwise transfer the Software to third parties; (b) make the Software or parts of it publicly available; (c) use the Software or parts of it to develop, produce or market a product competing with it; (d) remove or alter copyright, trade mark and origin notices; (e) circumvent, disable or alter the licence key check, Seat control or the operation of Read-only mode.

A9.2. The Customer may not change the system time of the server or of the Software in order to obtain rights that do not follow from the licence key. Such conduct is a material breach of the Agreement.

A9.3. The Customer may not decompile, disassemble or otherwise convert the Software into human-readable form, except to the extent mandatorily permitted by Sections 29 and 30 of the Copyright Law and Directive 2009/24/EC of the European Parliament and of the Council.

A9.4. In order to ensure interoperability with programs created independently by the Customer, the Supplier provides free of charge, within 30 (thirty) days of a written request, the information on the interfaces of the Software necessary for interoperability, to the extent that it is available to the Supplier. The Customer may use this information solely to ensure interoperability.

A9.5. A breach of clauses A1.4, A3.4, A3.5, A7.3, A9.1, A9.2 and A9.3 in particular is regarded as a material breach of the Agreement.

A10. Move to GoProject Cloud

A10.1. The Customer may move to GoProject Cloud. The Supplier transfers the Customer's data from the Customer's backup copy, preserving users, history and settings. After the transfer the Customer shuts down its installation; production work in both environments at the same time is not permitted.

A10.2. The Parties agree the transfer work separately; the transfer is not included in the fee.

Annex B - GoProject Cloud Special Terms

This annex applies if the deployment type selected in the Order is GoProject Cloud. The general terms and Annex C also apply.

B1. Content of the Service and access

B1.1. The Supplier provides the Customer with access to the GoProject Software as a service (the "Service"), whose operation the Supplier provides on its own infrastructure. No copy of the Software is delivered to the Customer, and the Customer does not need to carry out any installation.

B1.2. The Customer receives a separate workspace with its own subdomain in the Supplier's domain. The Customer chooses the subdomain from those available; certain names are reserved. The data of each workspace is kept separate from the data of other customers.

B1.3. Access to the Service is opened in the manner set out in clause 3.3 of the general terms. The first administrator receives an invitation at the e-mail address stated in the Order and then manages the users themselves.

B1.4. The Customer uses the Service for its own internal business purposes. The Customer may not resell the Service or make it available to third parties as its own service; this restriction does not apply to use of the Help Desk module to serve the Customer's own customers or to document sharing links in the manner provided for in the Service.

B1.5. The Customer is responsible for its user accounts and access credentials, for managing access rights in its workspace and for the conduct of its users.

B2. Scope of the Service and changes to it

B2.1. The Service is provided with the functionality available at the relevant time. The fee includes all modules available on the date of the Order and all updates. The Supplier may in future offer separately purchasable additional products; this does not affect the availability of the modules already included during the Period.

B2.2. The Supplier may develop, extend and change the Service. The Supplier does not make changes that materially reduce the functionality of the Service during the Period. If the Supplier removes functionality described in the Documentation that the Customer uses and for which the Service has no equivalent replacement, the Supplier gives notice of this no later than 60 (sixty) days in advance, and the change takes effect no earlier than the end of the current Period, unless the Customer agrees to an earlier date. The Customer may terminate the Agreement and receive a refund of the fee pro rata to the unused part of the Period.

B2.3. The functional scope of the Service is set out in the Documentation.

B3. Availability and maintenance work

B3.1. The Supplier takes commercially reasonable measures to keep the Service available continuously but does not guarantee any particular level of availability. Guaranteed availability with response and recovery times is available by concluding a separate service level agreement.

B3.2. The Supplier carries out planned maintenance work that affects the availability of the Service outside working hours in the Latvian time zone as far as possible, and gives notice of it no later than 2 (two) working days in advance.

B3.3. The Supplier may carry out unplanned work to remedy security vulnerabilities immediately, giving notice of it as soon as reasonably practicable.

B3.4. Unavailability of the Service caused by the Customer's infrastructure, internet connection, integrations configured by the Customer or third-party services is not the Supplier's responsibility.

B4. Seats and Packages

B4.1. The Package determines the maximum number of Seats in the Customer's workspace. The number of Seats included in the Package cannot be exceeded: if there are no free Seats, the Service refuses the creation of a new account, the granting of access and the reactivation of an account.

B4.2. The work of existing users is not interrupted, and the Customer always retains access to its data and to its export.

B4.3. The number of Seats may exceed the Package only if the Package is changed to a smaller one or if a trial with no Seat limit is replaced by a Package. In that case the Customer has 14 (fourteen) days to reduce the number of Seats. After that period, the Service automatically removes product access for the excess, starting with the most recently granted accounts; access is not removed from administrator accounts. Each such action is recorded in the audit log and notified to the administrator and to the person affected.

B5. Period, subscription and its renewal

B5.1. The Period is 12 (twelve) months or, if so selected in the Order, one month. The monthly fee is calculated as one twelfth of the annual fee plus the surcharge stated in the Order.

B5.2. If the fee is paid by payment card, the subscription renews automatically for the next Period until the Customer cancels it. Cancellation takes effect at the end of the current paid Period; fees already paid are not refunded.

B5.3. If a card payment fails, the Supplier informs the Customer and retries the payment within 10 (ten) days. During that time the Service operates in full. If a retried payment succeeds, the next Period begins without interruption from the end of the previous Period, and the days of the retry attempts count towards the new Period. If the retries also fail, the subscription is not renewed and the grace period set out in clause B7.1 begins, counted from the day of the last failed attempt.

B5.4. Card payments are processed by a payment service provider; the Supplier does not store card data.

B6. Data, backups and security

B6.1. Customer Data is stored at the data location designated by the Supplier, which is stated in Annex C.

B6.2. The Supplier makes backup copies of the database and file storage of the Service in the manner set out in clause C3.3 of Annex C.

B6.3. Backup copies are intended for restoring the Service as a whole. Restoring an individual Customer record or data set at the Customer's request is not included in the fee and is agreed separately.

B6.4. The Supplier applies the technical and organisational security measures described in Annex C.

B6.5. The Supplier's employees do not access the content of the Customer's workspace, except where this is necessary to provide the Service, to fix an error or at the Customer's request, and such access is recorded.

B7. End of the Period, Read-only mode and data deletion

B7.1. If the Period ends and is not renewed, the Service continues to operate in full for 14 (fourteen) calendar days, unless the Order provides for a longer period.

B7.2. After the grace period ends, the workspace switches to Read-only mode. In Read-only mode the Customer can sign in, view data, download and export it.

B7.3. Read-only mode lasts until the 90th (ninetieth) day after the end of the Period. By the end of that period the Customer makes the choice provided for in clause C8.1 of Annex C, namely whether the data is returned or deleted. After that period ends, the workspace is suspended, and Customer Data is irreversibly deleted within 30 (thirty) days after suspension.

B7.4. Before deletion, the Supplier sends warnings to the Customer organisation and to the first administrator at the e-mail addresses stated in the Order and in the workspace, no fewer than four times,

including no later than 7 (seven) days before suspension and on the day before it. The Customer is responsible for keeping the stated addresses up to date.

B7.5. If the Period is renewed before deletion, the workspace resumes operating in full with all data.

B7.6. After data deletion, the Supplier issues a confirmation of deletion at the Customer's written request. Data held in backup copies is deleted when the retention period of the relevant backup copy expires.

B7.7. If the Agreement is terminated because of a material breach by the Customer, the Supplier may shorten the Read-only mode period, while giving the Customer no fewer than 30 (thirty) days to retrieve its data.

B8. Data retrieval and move to the Customer's own server

B8.1. The Customer may retrieve its data at any time using the export tools available in the Service.

B8.2. At the Customer's written request, the Supplier prepares a full export of the Customer's workspace that allows the Customer to continue working in a GoProject On-premises installation on its own infrastructure, preserving users, history and settings. The export is prepared within 30 (thirty) days.

B8.3. The export contains the encryption key of the Customer's workspace, so it is handed over securely, and the Supplier deletes its copy once the Customer has confirmed receipt of the export.

B8.4. After receiving the export, the Customer has 30 (thirty) days to check the completeness of the transferred data on its own infrastructure; during that time the cloud workspace operates in Read-only mode. After the check the Customer informs the Supplier, and the Supplier deletes the cloud workspace. Production work in both environments at the same time is not permitted.

B8.5. To use the Software on its own infrastructure, the Customer needs a GoProject On-premises licence under Annex A.

B8.6. Preparation of an export once during the Period and once at the end of the Period is free of charge; the Parties agree the preparation of additional exports separately.

B9. Acceptable use and right of suspension

B9.1. The Customer may not use the Service for unlawful activity, to store data whose storage is prohibited, to disrupt other users or the operation of the Service, to create a disproportionate load, to circumvent security measures, or to study the Service for the purpose of developing a competing product.

B9.2. The Supplier may immediately suspend access to the Service or to part of it if this is necessary to avert a security threat, a material disruption to the operation of the Service or a breach of laws and regulations. The Supplier informs the Customer of the suspension and its reason as soon as reasonably practicable and restores access as soon as the reason has been removed.

B9.3. Suspension under clause 3.7 or this clause does not affect the Customer's right to retrieve data under clause B8.

B10. Artificial intelligence features

B10.1. Artificial intelligence features operate only if the Customer has switched them on. They are invoked upon a user action or by an automation configured by the Customer itself; the Supplier does not start artificial intelligence processing on its own initiative.

B10.2. The provider of the artificial intelligence model, its location and the scope of the data processed are stated in Annex C as a sub-processor. If the Customer does not want such processing, the relevant features are switched off for the Customer's workspace.

Annex C - Data Processing Agreement

This annex is a data processing agreement within the meaning of Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation, the "Regulation"). It applies to the GoProject Cloud service and also where the Customer gives the Supplier access to its environment or personal data for the provision of GoProject On-premises support.

C1. Roles of the Parties and description of the processing

C1.1. In respect of personal data that the Customer processes in the Software or the Service, the Customer is the controller and the Supplier is the processor.

C1.2. The Customer is responsible for the legal basis for processing, for informing data subjects and for ensuring that the data entered in the Software or the Service is necessary for the processing. The Customer does not transfer special categories of personal data to the Supplier, unless the Parties have separately agreed on this in writing.

C1.3. Description of the processing within the meaning of Article 28(3) of the Regulation:

Item	Description
Subject matter of the processing	Processing of personal data that takes place when the Customer uses the GoProject work management system
Duration	The term of the Agreement and the periods after the end of the Period set out in Annex B
Nature and purpose	Storing, structuring, displaying, searching, exporting and deleting data in order to operate the work management system for the Customer
Types of personal data	First name, surname, e-mail address, job title, user account data, interface settings, authentication data, activity history and audit records, and any personal data that the Customer or its users enter in work items, comments, documents, attachments and Help Desk requests
Categories of data subjects	Employees of the Customer and representatives of business partners who have been granted access; Help Desk customers and persons who submit requests; persons mentioned in content entered by the Customer

C2. Obligations of the processor

C2.1. The Supplier processes personal data only on documented instructions from the Customer, including with regard to transfers to third countries. The Agreement, its annexes and the Customer's actions in the Software are regarded as the Customer's documented instructions.

C2.2. If the Supplier is required to carry out processing by laws and regulations, the Supplier informs the Customer of that requirement before the processing, unless the relevant law prohibits this.

C2.3. If the Supplier considers that an instruction from the Customer infringes the Regulation or other data protection provisions, it immediately informs the Customer.

C2.4. The Supplier ensures that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

C2.5. The Supplier does not use the Customer's personal data for its own purposes, including for training artificial intelligence models.

C3. Security measures

C3.1. The Supplier implements technical and organisational measures in accordance with Article 32 of the Regulation. The measures in force on the date the Agreement is concluded:

- Separation of the data of each customer's workspace from the data of other customers.
- Encryption of data in transit, and encryption of the secrets of each workspace with a separate key that is not included in backup copies.
- A model of roles and permissions, security levels, two-factor authentication and support for single sign-on.
- An immutable audit log with export to security monitoring systems.
- Request rate limiting and type checking of uploaded files.
- Regular backup copies and tests of their restoration.

C3.2. The Supplier may change the security measures, provided that the level of protection is not reduced.

C3.3. Backup copies: a full backup copy of the database and file storage is made once a day and kept for 30 (thirty) days. The master encryption key is not included in backup copies and is stored separately; without it, a backup copy opens neither the two-factor authentication seeds nor the saved passwords and tokens. Restoration from a backup copy is tested at least once a year.

C3.4. Backup copies are intended for restoring the Service as a whole. They are not used to restore data deleted or changed by the Customer itself; such restoration is a service to be agreed separately.

C3.5. Customer Data is stored and processed in a data centre located in the European Union, in Rīga, Latvia.

C4. Sub-processors

C4.1. The Customer agrees that the Supplier may use sub-processors. The Supplier concludes with each sub-processor a contract imposing on it data protection obligations no less strict than those set out in this annex, and is liable for its performance as for its own.

C4.2. On the date the Agreement is concluded, the Supplier does not use sub-processors: Customer Data is processed solely by the Supplier itself in the data centre referred to in clause C3.5. Service providers that the Supplier uses for its own purposes and that do not access the data of the Customer's workspace, including the payment processor, are not regarded as sub-processors; in respect of billing data the Supplier is the controller.

C4.3. The Supplier notifies the Customer of the engagement of a new sub-processor or the replacement of an existing one no later than 30 (thirty) days in advance and updates the information in clause C4.2 accordingly. If the Customer has reasonable objections, the Parties resolve them through negotiation; if no solution is found, the Customer may terminate the Agreement and receive a refund of the fee pro rata to the unused part of the Period.

C5. Transfers of data outside the European Economic Area

C5.1. Personal data is processed in the European Economic Area. If a sub-processor processes data outside it, the Supplier ensures a basis in accordance with Chapter V of the Regulation, including a European Commission adequacy decision or standard contractual clauses, and takes the necessary supplementary measures.

C5.2. If a sub-processor is engaged, its location and the transfer basis are stated in clause C4.2.

C6. Assistance to the controller

C6.1. Taking into account the nature of the processing, the Supplier assists the Customer by appropriate technical and organisational measures in fulfilling its obligation to respond to requests from data subjects. The search, rectification, deletion and export tools available in the Service are regarded as such assistance.

C6.2. If a data subject contacts the Supplier directly, the Supplier forwards the request to the Customer and does not itself respond to it on the merits.

C6.3. The Supplier assists the Customer in fulfilling the obligations set out in Articles 32 to 36 of the Regulation, taking into account the nature of the processing and the information available to the Supplier.

Assistance beyond a reasonable scope may be provided for a separate fee.

C7. Personal data breach

C7.1. The Supplier notifies the Customer of a personal data breach affecting Customer Data without undue delay and no later than 48 (forty-eight) hours after becoming aware of the breach.

C7.2. The notification states the nature of the breach, the categories and approximate number of the data concerned and, where possible, of the data subjects concerned, the likely consequences and the measures taken or planned. If not all the information is available at once, it is provided in phases.

C7.3. Notifying the supervisory authority and data subjects is the obligation of the Customer as the controller.

C8. Deletion and return of data

C8.1. After the end of the provision of processing services, the Supplier, at the Customer's choice, deletes or returns to the Customer all personal data. The Customer makes its choice before the workspace is suspended, within the period set in clause B7.3 of Annex B; if no choice is made, the data is deleted.

C8.2. The data is returned by way of the export described in clause B8 of Annex B.

C8.3. Data held in backup copies is deleted when the retention period of the relevant backup copy expires. Until then it is not used for any other purposes.

C8.4. The Supplier may retain personal data to the extent and for the period required by laws and regulations, informing the Customer of this.

C9. Audits and provision of information

C9.1. At the Customer's written request, the Supplier makes available the information necessary to demonstrate compliance with the obligations set out in Article 28 of the Regulation.

C9.2. The Customer may, no more often than once every 12 months, carry out an audit or have it carried out by an independent auditor, giving notice no later than 30 (thirty) days in advance, agreeing the scope and timing and complying with the Supplier's security and confidentiality requirements. A more frequent audit is permitted if a supervisory authority requires it or if a personal data breach has occurred.

C9.3. The costs of the audit are borne by the Customer, except where the audit reveals a material breach of this annex.

C10. GoProject On-premises special terms

C10.1. For GoProject On-premises, the Software runs on the Customer's infrastructure, and the Supplier does not access personal data. This annex applies only if and to the extent that the Customer, in a particular case, gives the Supplier access to its environment or provides it with data for fault diagnosis.

C10.2. In that case, access is granted for a specified time and for a specified purpose, is recorded on the side of both Parties, and the Supplier deletes all copies of the data received once the work is completed.

C10.3. The report to the licence portal described in clause A6 of Annex A does not contain personal data, and this annex does not apply to it.

C11. Liability

C11.1. The Parties are liable for the processing of personal data in accordance with Article 82 of the Regulation. The limitation of liability set out in clause 9.2 of the general terms does not apply to the Supplier's liability arising from a breach of this annex, to the extent that laws and regulations do not permit such a limitation; in all other respects the limitation set out in clause 9.2 applies.

C11.2. The Supplier's contact point for data protection matters: goproject@goproject.lv.

Annex D - Order

D1. The Order contains the particulars of the specific transaction: the Customer's name and details; the deployment type and the applicable annexes; the Package and the number of Seats; the Period with its first and last day; the fee, any surcharge for monthly billing and the payment method; whether access is opened before payment and on what basis; the technical data (for GoProject On-premises the installation identifier, for GoProject Cloud the address and the first administrator); the Customer's contact person; any separately agreed requirements and additional arrangements; and the applicable version of these terms, of the price list and of the Documentation.

D2. Where the Order is placed in the Supplier's portal, the Customer enters or selects these particulars in the portal. Once the Order is confirmed, the Supplier issues an order confirmation that states these particulars and the acceptance entry (clause 14.7); it is sent to the Customer by e-mail and is available in the portal.

D3. Where the Order is placed in writing, it takes the form of an offer or order document signed by both Parties that states the particulars listed in clause D1.

D4. The Packages and their prices are set by the Supplier's published price list in force on the day the Order is placed. All prices are in euro excluding value added tax.