

## TERMS AND CONDITIONS FOR THE PROVISION OF IT MAINTENANCE SERVICES\*

The Terms and Conditions define the terms and conditions of the provision of IT Maintenance Services by XLE Spółka z ograniczoną odpowiedzialnością, with its registered office in Gdynia, 35-37 Śląska Street, entered into the Register of Entrepreneurs of the National Court Register under the number 0000348956, REGON: 220954640, NIP: 5862249941.

### § 1

#### Definitions of terms

The terms used in the Terms and Conditions, the Agreement and the Price List shall have the following meanings:

1. Agreement - an agreement for the provision of IT Maintenance Services concluded between the Customer and the Contractor, taking into account § 1 sections 5 and 6.
2. Principal - an entity that has concluded an Agreement with XLE Sp. z o.o.
3. Contractor - XLE Sp. z o.o., also referred to as XLE,
4. Parties - Principal and Contractor.
5. Subscription Agreement - hereinafter referred to as the Agreement, with the exception of special provisions, provision of Services under the adopted subscription payment principle, i.e. a prepaid right to use the IT service in terms of material and time, specified by the option chosen by the Customer.
6. Prepaid Agreement - Package of Hours - hereinafter referred to as the Agreement, with the exception of special provisions, provision of Services under the accepted payment principle consisting in the purchase by the Customer of a specific number of hours of IT service, whereby the fee is paid in advance, while the use of the purchased units is possible for the time and in the amount specified in the Hour Package selected by the Customer, specified in the XLE Price List.
7. Services - means IT Maintenance Services and Other IT Services.
8. IT Maintenance Service, also known as IT Works or IT Services - a service consisting in the provision of IT services for the Customer, specified in detail in these regulations (Catalogue of Services) on the terms specified in the Agreement.
9. Catalogue of Services - IT services provided to the Customer specified in these regulations.
10. Other IT Services - services consisting in the provision of IT services for the Customer as part of separate orders not listed in the scope of the Agreement.
11. Customer's Equipment - a technical device made available by the Customer and which will be operated by the Contractor as part of the provision of IT Maintenance Services and Other IT Services.
12. Technical Infrastructure of the Customer - devices and software made available by the Customer for supervision, configuration and as equipment used for the implementation of the IT Maintenance Service and Other IT Services.
13. Force majeure - an extraordinary event, impossible to predict and prevent, and in particular: acts of nature, war, strikes, riots, demonstrations, social unrest, changes in the law, acts of state or local government, terrorist acts.
14. IT Service Team - the Contractor's team providing IT Maintenance Services and Other IT Services to the Customer.
15. Customer's representatives - persons who, having the appropriate authorization, sign the Agreement on behalf of the Customer.
16. Working hours - 8:00 a.m. – 5:00 p.m. on weekdays.
17. Remote Service - IT Maintenance Services and Other IT Services provided by the Contractor through the use of remote access to the Customer's equipment and IT system using the Internet IT network.

18. Telephone consultations - IT Maintenance Services and Other IT Services provided by the Contractor during a telephone conversation with the Customer.
19. Personal consultations - IT Maintenance Services and Other IT Services provided personally by the Contractor at the Customer's premises for at least 3 hours.
20. Next 3 Business Days (N3BD) - next 3 business days; Business days are Monday to Friday, excluding public holidays.
21. Order - a request for the Service submitted in writing or via B2B.
22. Response time - the time in which the Contractor commences the execution of the order received from the Customer.
23. Guaranteed response time - the maximum time within which the Contractor is obliged to proceed with the execution of the received Order, which can be selected by the Customer; individual options are indicated in the Price List.
24. B2B - the client's desktop with created customer accounts, allowing for the submission of Orders, acceptance of valuations, ongoing control of the activities performed by the Contractor of IT Maintenance Services and Other IT Services, confirmation of the Services provided and downloading invoices issued by the Contractor.
25. Express - undertaking an Order in a time shorter than the Response Time specified in the Agreement, including outside the Working Hours; it is an additional Service that the Customer may order for each Order, and the Contractor may accept for implementation.
26. On-call time - a guarantee that the Order will be accepted outside of working hours, excluding public holidays; Office hours: 6:00 a.m. – 8:00 a.m., 5:00 p.m. – 8:00 p.m. on weekdays and 7:00 a.m. – 6:00 p.m. on Saturdays.
27. XLE Services Price List (Price List) - the price list of the Contractor's Services is available online on the XLE website: [www.xle.pl](http://www.xle.pl).

## § 2

### General Terms and Conditions of Services

1. The Contractor shall perform the Services acting with the diligence required of entities professionally engaged in such activities. The Contractor declares that he has the qualifications and resources necessary for the proper and reliable performance of the Service.
2. The provision of Services is performed on the basis of the Agreement (subscription or prepaid). The Contractor will provide the Services on a permanent basis, in the form of remote assistance or directly at the Customer's place, depending on the selected type of Contract.
3. The Catalogue of Services includes:
  - a. provision of Help-Desk assistance by the IT Service Team, using a wide range of electronic means of communication, in particular: e-mail, TeamViewer, Teams, Quick Help in Windows, telephone;
  - b. installation of enova365 program updates on the Order, provided that the System has a valid warranty;
  - c. installations of enova365 and its configurations on different workstations;
  - d. consultations on the development and modernization of IT and ICT infrastructure and ERP system functionality;
  - e. consultations and trainings provided at the Customer's Request;
  - f. configurations of enova365 printouts and reports;
  - g. implementation of back-up procedures and emergency procedures of the system's databases after the Customer has provided the appropriate infrastructure that meets the requirements for the performance of a given procedure.
4. In the event of a delay of at least 7 days in payment, the Contractor has the right to suspend the provision of the Services until payment of the arrears is received.

5. A change in the type of subscription selected by the Customer during the term of the Agreement is permissible under the conditions specified in the Agreement.
6. The Parties allow for the possibility of transmitting necessary, urgent information from the Contractor to the Customer and vice versa in a generally accepted way of communication, i.e. by phone or e-mail. The Contractor's registration number for all matters related to the performance of the Contract is the following telephone number: + 48 58 746 35 00 and the e-mail address [serwis@xle.pl](mailto:serwis@xle.pl). The Contractor also informs that in order to ensure the highest possible standard of services, telephone conversations are recorded, to which the Customer agrees.
7. On the part of the Contractor, the work will be performed by the IT Service Team, the composition of which will be determined solely by the Contractor.
8. Remote service can be performed by an employee of the Contractor by locating the problem and providing instructions on how to solve it. An employee of the Contractor may interfere with the configuration settings of the system, as well as with the collected data.
9. In the case of performance of the subject matter of the Agreement at the Customer's headquarters, the persons performing the Services will be obliged to comply with the regulations and safety rules in force at the place where these activities are performed. The condition for the obligation to arise in the above scope is the prior delivery by the Customer of the content of the given regulations or security rules and familiarizing the members of the IT Service Team with them, confirmed in writing.
10. The Service will be performed only after the Contractor has received a written Order sent to the [serwis@xle.pl](mailto:serwis@xle.pl) e-mail address or by B2B. If the Customer sends the Order to an address other than [serwis@xle.pl](mailto:serwis@xle.pl) the response time for the Order does not start running.
11. The response time for the received Order begins to run on the day of receipt of the Order, provided that the Order sent by B2B or by e-mail to the [serwis@xle.pl](mailto:serwis@xle.pl) address is on the XLE mail server by 14:00 in such a way that the Contractor can familiarize himself with its content.
12. The Services will be provided on working days during the Working Hours specified in § 1 section 16.
13. The Contractor's response time to undertaking the Services after receiving the Order referred to in § 2 section 11 of the Terms and Conditions is up to 5 working days.
14. Services may be provided outside of Working Hours after purchasing the "On-call duty" option in accordance with the Price List, whereby the on-call rate refers to the readiness to accept an order. Work on the order is priced in accordance with the Price List accordingly.
15. Settlements of hours covered by the subscription, in the number consistent with the scope of the Agreement selected by the Customer, shall be made in the manner specified in the XLE Price List.
16. Settlement of hours covered by the Hours Package in the number consistent with the Package selected by the Customer shall be made in the manner specified in the XLE Services Price List.
17. Hours covered by the subscription that are not used in a given subscription period are not transferred to the next subscription period, taking into account the provisions of § 2 section 18 of the Terms and Conditions.
18. In the event that the Customer decides to purchase an additional Service in the form of Guaranteed Response Time in addition to the basic subscription, the hours not used in a given subscription period are transferred to the next subscription period. Unused hours can only be used in the next subscription period. The Additional Service in the form of Guaranteed Response Time may be purchased only up to the hours covered by the subscription.
19. If, in accordance with § 2 section 18 of the Terms and Conditions, the unused hours are transferred to the next subscription period, the hours shall be settled as follows: the hours from the current settlement period shall be used first. Once the hours of the current subscription period have been fully used, the hours of the previous subscription period will be used.

20. The Customer has the option of executing the Order in the Express mode. The time of execution of the Order in the Express mode will be determined each time by a member of the IT Service Team upon receipt of the application and immediately communicated to the Customer. Commencement of the execution of the Order in the Express mode is dependent on the prior acceptance by the Customer of the deadline for the execution of the Order indicated by a member of the IT Service Team and on charging the Customer with additional costs of the Express Service in accordance with the XLE Price List. Acceptance should be made in writing in electronic form to the e-mail address of a member of the IT Service Team or [serwis@xle.pl](mailto:serwis@xle.pl).
21. If the Customer sends an Order covering the performance of Services by the Contractor related to the need to travel, the Contractor may make a valuation of the commute. Before commencing the execution of the Order, the Contractor shall provide the Customer with a quote. The order will be executed after the Customer's prior acceptance of the costs. Acceptance should be made in writing in electronic form to the e-mail address of a member of the IT Service Team or [serwis@xle.pl](mailto:serwis@xle.pl). Travel to the customer is possible with an order covering at least 3 hours of service.
22. The Contractor is entitled to terminate the Prepaid Agreement with 14 days' notice. After the expiry of the notice period, the Contractor, at the request of the Customer, shall refund to the Customer the amount constituting the difference between the hours used and the remaining to be used, taking into account the purchase price of a single hour of IT service in accordance with the XLE Price List valid as of the date of purchase of the package. The refund will be made to the Customer's account indicated in the application.

### § 3

#### **Rights and Obligations of the Customer**

1. In order for the proper performance of the Services, it is necessary for the Customer to cooperate within the scope and in the manner specified in the Agreement or resulting from the content of the appendices to the Agreement or the content of the Terms and Conditions, which the Parties hereby acknowledge and confirm.
2. The Customer is obliged to cooperate with the Contractor in the performance of the Services, in particular by:
  - a. providing information and explanations,
  - b. providing or making available documents necessary for the performance of the Service within a duly set deadline by a member of the IT Service Team,
  - c. ensuring proper and timely cooperation between the Customer's representatives and the IT Service Team,
  - d. participation in project meetings organized by the Contractor,
  - e. in the event of inability to provide the Service remotely, the Customer undertakes to provide a workstation enabling the provision of Services,
  - f. ordering the performance of activities covered by the subject matter of the Agreement by electronic means to the following e-mail address: [serwis@xle.pl](mailto:serwis@xle.pl) or by means of B2B,
  - g. confirm the execution of the Order by electronic means to the address of the [serwis@xle.pl](mailto:serwis@xle.pl) or directly to the address of the member of the IT Service Team who executed the Order. Such confirmation is to be sent by the Customer within 3 working days from the date of receipt of information about the execution of the Order. Failure to provide the confirmation within the above-mentioned deadline results in the conclusion that the Order has been performed correctly, and the Customer will not be able to rely on these circumstances in the future.
3. The Client shall be obliged to provide the Contractor with information, explanations and documents immediately after receiving an inquiry from a member of the IT Service Team, no later than within 1

business day in the case of oral information and 3 business days in the case of written information or documents. The Parties also accept email correspondence as written information.

4. In order to ensure that the Contractor is able to properly perform the subject matter of the Agreement, on the date of signing the Agreement, the Customer grants the Contractor the authorization to remotely log in to computers, servers, workstations and interfere with IT systems using the remote access service aimed at performing the subject matter of the Agreement.
5. The Customer shall provide the Contractor with access to the system for at least one user with administrator rights.
6. The Customer appoints persons who will cooperate with the Contractor during the implementation of IT Maintenance Services and Other IT Services. Persons are designated by indicating them in the form provided by the Contractor.
7. If the Customer has any doubts regarding the correctness of the performance of the Services by the Customer in the course of performing the subject matter of the Agreement, the Customer is obliged to immediately, no later than within 2 working days, report the doubts via B2B or to the e-mail address [serwis@xle.pl](mailto:serwis@xle.pl).
8. The customer is obliged to submit comments on the correctness of the settlement within 5 working days of receipt of the invoice. A list of orders and services performed is available to the Customer in B2B on an ongoing basis under the "settlement of the previous month" tab. When submitting comments, the Customer is obliged to indicate specific irregularities contained in the settlement, which in its opinion constitute the basis for the submitted comments.
9. In the event of non-performance or improper performance of the Services by the Contractor, the Customer shall call on the Contractor in writing to remove the breach with a deadline of at least 14 days to remove it, indicating irregularities in the Contractor's actions.
10. The Customer is entitled to terminate the Agreement with a 14-day notice period if the Contractor fails to comply with the Customer's request within the time limit and under the conditions specified in § 3 section 9 of the Terms and Conditions.
11. During the term of the Agreement and within 2 years of its termination or expiration, the Customer is obliged not to acquire, employ or cooperate on the basis of employment contracts or civil-law contracts with the Contractor's employees or associates who, while performing the Services on behalf of the Contractor, were in direct or ICT contact with the Contractor.
12. In the event of a breach by the Customer of the provisions of § 3 section 11 of the Terms and Conditions, the Customer shall pay a contractual penalty to the Contractor in the amount of PLN 100,000.00 (one hundred thousand).

#### **§ 4**

##### **Exchange of information and service**

1. All documents necessary for the performance of the Contract as well as information and explanations shall be provided to the members of the IT Service Team by the Customer's Representatives within the deadline indicated by the Contractor.
2. Documents, information and explanations will be provided in written (including electronic) or oral form. If, in the opinion of the Contractor, the given explanations or information are of material importance for the performance of the Services, the Contractor has the right to demand that they be provided in the form of written statements, summaries or meeting notes, signed by the Principal's Representatives, and the Contractor is obliged to provide such documents within 7 calendar days from the date of receipt of such a request from the Contractor.
3. The Customer is responsible for the truthfulness, completeness and substantive correctness of the documents, information and explanations provided in this way. The Contractor is not obliged to investigate

the above, except for obvious errors or contradictions, in the scope of which the Contractor is obliged to exercise ordinary care. In the event of any doubts in this respect, the Customer is obliged, at the request of the Contractor, to provide explanations within no more than 1 working day. In the absence of explanations in this regard and in other cases, the Contractor shall not be liable for errors or damages resulting from defects in documents, information or explanations received from the Customer.

4. In the event of a change of address, telephone number or e-mail, the Party whose address, telephone number or e-mail address has changed shall notify the other Party thereof in writing, in accordance with the rules for the exchange of letters between the Parties specified in §4 section 6 of the Regulations, under pain of effective delivery to the address of the Party disclosed in the Agreement or to the last address of the Party of which the other Party has been notified under these provisions.
5. In the event of the occurrence of the circumstances referred to in section 4 above, the Party whose address, telephone number or e-mail address has changed may also notify the other Party of this fact by e-mail to the e-mail address indicated in the Agreement. Failure to notify shall result in effective delivery to the address of the Party disclosed in the Agreement or to the last address of the Party of which the other Party has been notified pursuant to the provisions of § 4.4 and 4.5 of the Terms and Conditions.
6. Letters between the Parties shall be deemed to have been served if they are sent by registered mail to the address of the Party indicated in the Agreement at the time of their actual receipt, and in the event of non-receipt – after the lapse of 14 days from their first notification.
7. In the case of documents sent by e-mail, the document shall be deemed to have been served on the other Party as soon as it is entered into the means of electronic communication in such a way that the Party can become acquainted with its contents.

## **§ 5**

### **Confidentiality of information**

1. The Parties undertake to keep confidential all confidential information, including the Principal's trade secrets, learned as a result of cooperation under the Agreement. The Contractor's responsibility for secrecy also covers the conduct of its employees and other persons to whom the Contractor has commissioned the performance of all or part of the work covered by the Agreement. The Contractor also undertakes not to use confidential information for purposes unrelated to the performance of the Agreement.
2. For the purposes of the Terms and Conditions, the term "Confidential Information" shall be defined as technical, technological, organizational information of the Party's enterprise or other information of economic value, which as a whole or in a particular combination and set of its elements is not generally known, including in particular the Agreement with its appendices and correspondence related to the negotiation and performance of the Agreement. Confidential information also includes data to which the Party has access, as well as all information, regardless of its nature and form, which has been disclosed to the Party in connection with the performance of the Agreement, as well as solutions dedicated and created for the Customer by the Contractor in the performance of the Agreement.
3. Within the meaning of the Terms and Conditions, information which:
  - a. is available to the public by means other than through a breach of confidentiality obligations;
  - b. have been developed independently, without access to or use of the Confidential Information disclosed to the party to the Agreement.
4. In the event that a Party obtains Confidential Information within the meaning of paragraph 2 above, the Party undertakes to:
  - a. use all Confidential Information solely for the performance of the Agreement and thus not use it for any other purpose,
  - b. not to disclose, directly or indirectly, the Confidential Information other than in accordance with the provisions of the Agreement.

5. However, the parties are obliged to refrain from confirming to third parties facts which, as a result of the circumstances specified in section 3 a. and b. above, do not constitute Confidential Information.
6. Confidential Information may be disclosed to the extent necessary:
  - a. those officers, employees, subcontractors, representatives, or professional advisors of the Parties who have a legitimate need to review and use the Confidential Information for the performance of the Agreement;
  - b. persons for whom the other party to the Agreement has given written consent to receive Confidential Information by such persons, to the extent agreed by the Party,
  - c. at the lawful request of state institutions, including in particular courts and administrative bodies, to the extent covered by the request.
7. If a Party becomes aware that the Confidential Information has been disclosed, regardless of the reason and form of disclosure, the Party is obliged to immediately, no later than within 3 business days, inform the other party to the Agreement and to cooperate fully with the other party to the Agreement in order to limit and eliminate the effects of this fact.
8. The obligations under this paragraph shall also be binding for a period of 1 year after the expiration or termination of the Agreement.
9. In the event of a proven breach by the Party of the confidentiality obligation under this paragraph, the Party violating the confidentiality shall be obliged to pay to the other Party a contractual penalty in the amount of PLN 1,000.00 (one thousand) for each single breach.
10. Members of the IT Service Team or other persons with the help of whom the Contractor will perform the Agreement, as well as the Customer's Representatives, as well as designated persons who will cooperate with the Contractor during the performance of the Services, will be informed of the obligations provided for in this paragraph and will be obliged to comply with them.

## **§ 6**

### **Copyright**

1. To the extent that the results of the Contractor's Services, including m.in documentation provided to the Client, constitute works within the meaning of the Copyright Law, the provisions of this paragraph shall apply to them.
2. The Contractor authorizes the Customer to use the performed and received results of the Services by granting him a non-exclusive license in the following fields of exploitation:
  - a. recording and multiplying the results of the Services using a selected technique, including printing, digital, magnetic recording,
  - b. transfer ownership of copies of the results of the Services and rent, lease, putting into use on the basis of another legal relationship,
  - c. display, reproduce, and share the results of the Services in such a way that everyone can access them at a place and time of their choosing,
  - d. use and dispose of the results of the Services only within and for the internal needs of the Customer's enterprise. In particular, the license does not cover the marketing of copies of the results of the Services or their derivative works or their dissemination to the public in any other way.
3. The Principal acquires the licence upon full payment for the Services under which the work was performed.
4. Along with obtaining the license, the Client becomes the owner of the transferred copies of the media with the recording of the results of the Services.
5. For the avoidance of doubt, the Parties confirm that the Contractor has the right to use the techniques, concepts, ideas, know-how used in the performance of the Services for the purposes related to the conduct of its business activity. The Terms and Conditions do not limit the Contractor's rights to provide Services similar to those covered by the Agreement to clients other than the Customer.

## § 7

### Liability of the parties

1. A Party shall be liable under general rules for damages caused to the other Party by its act or omission, subject to the provisions of this paragraph.
2. The Parties shall not be liable for partial or total non-performance of the Agreement only if the failure to perform the obligations under the Agreement is the result of Force Majeure.
3. A Party invoking Force Majeure shall, under pain of ineffectiveness of such invoking, immediately notify the other Party of the occurrence of such events and demonstrate that there is a direct causal link between the occurrence of Force Majeure and the failure to perform an obligation under the Agreement. The same obligation is imposed on the Party in the event of the cessation of Force Majeure.
4. If, in the event of non-performance or improper performance of the Contract as a result of circumstances for which the Contractor is responsible, the Customer has suffered damage, the Contractor shall be liable under the general rules, unless the Parties agree otherwise in the Agreement.
5. The Contractor shall not be liable for the consequences of defects or malfunction of materials (including devices) or software made available or provided to the Contractor by the Customer for the purposes of performing the subject matter of the Contract.
6. The Customer shall be liable for physical and legal defects of the Customer's Equipment and the Customer's software for which the Services are provided, provided that these devices and software are not the property of the Contractor.
7. The Contractor is not liable for damage caused by the actions of third parties. The Contractor's liability may only be related to its act or omission.
8. The Contractor shall not be liable for loss or damage to the Customer's Equipment and the Customer's Technical Infrastructure resulting from their failure to secure or improper protection by the Customer.
9. The Contractor shall not be liable for the actions or omissions of the Customer on the Internet.
10. The Contractor shall not be liable for the actions of third parties on the Internet, over which he had no influence, or for any damage caused by such actions.
11. The Contractor shall not be liable for the late payment of utility fees by the Customer and the consequences of such omission.
12. The Contractor shall be fully liable for any damage actually caused by improper actions of persons performing the subject matter of this contract on behalf of the Contractor and resulting from intentional fault or gross negligence.
13. The Contractor shall not be liable for the lost profits of the Principal.
14. Within the framework of the entrusted Order, in the absence of information to the contrary from the Customer, the Contractor acts on the assumption that the Customer properly manages the collected data, including regular archiving of data (backup copies). Therefore, in the absence of any agreement to the contrary by the Parties, the Contractor shall not be liable for the loss of data stored on information carriers resulting from improper actions of persons performing the subject matter of this agreement on behalf of the Contractor.

## § 8

### Warranty and complaints

1. The Contractor shall provide the Customer with a guarantee for the Services performed by the Customer under the Agreement for a period of 3 months from the date of launching and handing over the result of a given Service to the Customer. At the same time, due to the nature of the subject matter of the Agreement, the Parties, pursuant to Article 558 § 1 of the Civil Code, exclude liability under the warranty, indicating that the manufacturers of IT systems provide appropriate warranty rights for the Customer.



2. The Contractor shall not be liable for any modifications made independently by the Customer or with the participation of third parties in the Customer's IT system. Any identified modifications shall release the Contractor from liability.
3. The Customer may file a complaint for non-performance or improper performance of the Services. The complaint must be submitted immediately, within no more than 3 working days from the date of occurrence of the reason for the complaint.
4. The complaint shall be submitted in writing: registered mail or by e-mail to the address [serwis@xle.pl](mailto:serwis@xle.pl).
5. The complaint should include in particular:
  - a. Customer's identification data - name, surname or its name, address,
  - b. specifying the subject of the complaint and the complained period,
  - c. in the event of incorrect execution of the order, also the number and date of the disputed Order.
6. A complaint submitted by registered mail should be submitted in accordance with § 4 section 6 of the Terms and Conditions. The date of filing a complaint shall be the date of receipt of the complaint at the Contractor's registered office.
7. In the case of filing a complaint by e-mail, the date of filing a complaint shall be the first business day following the entry of the complaint into the means of electronic communication in such a way that the Contractor can familiarize himself with its content.
8. The Contractor shall respond to the complaint by e-mail to the e-mail address provided in the Agreement or back to the e-mail address from which the complaint was sent, within 7 days from the date of its submission.
9. The Customer may appeal against the provisions contained in the response to the complaint within 7 days from the date of its receipt.
10. The Contractor shall consider the appeal within 14 days from the date of receipt of the appeal.
11. Responding to the Customer's appeal exhausts the complaint procedure.
12. An unjustified complaint will be settled by the Contractor on the terms corresponding to the Order, payable in accordance with the XLE Price List.

## **§ 9**

### **Assignment of rights**

1. The transfer of rights or obligations under the Agreement requires the consent of the other Party. Neither Party shall refuse to grant such consent without reasonable cause.
2. The transfer of rights and obligations under the Agreement as part of the transfer of the Contractor's right to demand payment of remuneration does not require the consent of the other Party.
3. The Contractor may commission the performance of the Services or parts of the Services to a third party, for whose acts and omissions the Contractor shall be liable as for its own acts and omissions.

## **§ 10**

### **Final provisions**

1. In matters not covered by the Agreement and the Terms and Conditions, the provisions of generally applicable Polish law, in particular the Civil Code, shall apply.
2. In the event of a change to the Terms and Conditions or the Price List, the Customer shall inform the Customer of this fact by e-mail to the e-mail address provided by the Customer, with the proviso that for the subscription agreement it is the e-mail address indicated by the Customer in the Agreement. In the case of a Prepaid Agreement, it is the e-mail address indicated by the Customer for receiving invoices electronically or, if such an address has been provided to the Contractor, the e-mail address for contacts with the Customer.

3. In the event of non-acceptance of the amendments to the Terms and Conditions or the Price List, the Customer has the right to terminate the Agreement within the contractual deadlines, and in the case of a prepaid Agreement within 14 days. In such a case, the provisions of the existing Terms and Conditions and the Price List shall apply.

#### **§ 11**

The Terms and Conditions enter into force on 02.12.2022.

\* This is a document translated by Microsoft Translator from the Polish original, which is available at the link: <https://xle.pl/oferta/serwis-i-cennik-xle/#cennik>