

## MAIN SERVICES AGREEMENT

**Effective date: 01.10.2026**

This Main Services Agreement (MSA) governs Customer's acquisition and use of **Manago AI** (previously: SALESmanago) services. Capitalised terms have the meaning as set forth in the definitions herein.

By accepting this Main Services Agreement or by executing an Order Form that references this MSA, Customer agrees to the terms of this MSA. If the individual accepting this MSA is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to these terms and conditions, in which case the term "Customer" shall refer to such entity. If the individual accepting this MSA does not have such authority or does not agree with these terms and conditions, such individual must not accept this MSA and may not use the services.

### I. DEFINITIONS

1. **"Account"** means an account enabling the use of the Services, understood as the use of a selected package.
2. **"Active Contact"** means a contact within the Customer's or the end-customer's database who meets at least one of the following criteria within 180 days (a) has consented to email or SMS communication; (b) has consented to Web Push notifications and has a profile on the Manago AI platform; (c) has registered a "Purchase" or "Cart" event.
3. **"Additional Fee"** means the sum of money that Manago AI may charge the Customer in the event the Customer terminates the Agreement using the Maximum Notice Period, corresponding to the sum of the Customer's fees for the use of the System for the remaining term of the Agreement had it not been terminated. The Additional Fee does not apply if the Customer terminates the Agreement due to circumstances for which Manago AI is liable.
4. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the Party. The definition also includes "related parties" within the meaning of the Polish Act of 29 September 1994 on accounting.
5. **"Agreement"** means the agreement concluded between the Customer and Manago AI on the basis of the Order Form and the MSA.
6. **"AI Act"** means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence (Artificial Intelligence Act).
7. **"AI System"** means the functionalities of the System utilizing artificial intelligence technologies, including machine learning models, generative large language models, and predictive algorithms, which constitute an AI system within the meaning of the AI Act and are made available to the Customer as part of the Services.
8. **"Automated Traffic"** means any queries to the API or System resources generated by AI Bots, aimed at data extraction (output / "OUT"), including for the purposes of machine learning, or content analysis. For the avoidance of doubt, Automated Traffic shall not include the submission of data to the System (inbound traffic / "IN").
9. **"AI Bots"** means bots, crawlers, AI agents, or other scripts.
10. **"Confidential Information"** means all confidential information disclosed by either Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood as confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party (including its directors, officers, employees, contractors or agents) prior to its disclosure by the Disclosing Party without breach of

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- any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
11. **"Customer"** means the individual, a company or other legal entity which has entered into Order Forms.
  12. **"Customer Data"** means any non-public data, information or other materials submitted by Customer or its Users to the System. Customer Data may include, unless expressly indicated otherwise by the context, Customer Personal Data. Manago AI's processing of such Customer Personal Data will be governed by the Personal Data Processing Agreement. For the avoidance of doubt, Customer Data shall not include (i) Platform Data or (ii) any data submitted by third parties not directly related to the Services provided to Customer.
  13. **"Customer Personal Data"** means Personal Data entrusted by Customer or its Users to the System, the processing of which by Manago AI is governed by the Personal Data Processing Agreement.
  14. **"Data Act"** means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data (Data Act).
  15. **"Derived Data"** has the meaning set forth in Section XIb hereof.
  16. **"Feedback"** has the meaning set forth in Section XIb hereof.
  17. **"GDPR"** means the 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 (General Data Protection Regulation).
  18. **"ICT"** means information and communication technologies referred to in the Data Act.
  19. **"Information on jurisdiction"** means the information on the jurisdiction to which the ICT infrastructure deployed for data processing within Manago AI's individual services is subject, as referred to in Article 28 (1) (a) of the Data Act - contained in Appendix 4 to the MSA.
  20. **"Manago AI"** means Benhauer sp. z o. o. based in Cracow, address: ul. Stanisława Klimeckiego 4, 30-705 Kraków, NIP: 676 244 77 54, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków Śródmieście in Kraków, XI Commercial Division of the National Court Register under KRS entry: 0000523346, with a share capital in the amount of PLN 13 620 860.00.
  21. **"Maximum Notice Period"** means a period of two calendar months.
  22. **"Maximum Transitional Period"** means the period of 30 calendar days initiated after the Maximum Notice Period.
  23. **"MSA"** means this Main Services Agreement.
  24. **"Onboarding Services"** means the Services, including implementation Services, provided to the Customer in accordance with the Terms of Onboarding Services, attached as Appendix no. 3 to the MSA.
  25. **"Order Form(s)"** means an ordering document specifying the Services to be provided under said document that is entered into between Customer and Manago AI, including any annexes and supplements to it.
  26. **"Parties"** means the Customer and Manago AI.
  27. **"Password"** means a sequence of signs, including alphanumeric, necessary to perform an authentication process while accessing the Account, determined by the User during the registration process.
  28. **"Personal Data Protection Regulations"** means the regulations regarding processing of Personal Data including GDPR and The Personal Data Protection Act.
  29. **"Personal Data"** means any information relating to an identified or identifiable natural person according to the Personal Data Protection Regulations.
  30. **"Platform Data"** means all statistical, operational, and usage data derived from the operation or provision of the Services, including data regarding System configurations, feature usage, log data, interaction data with AI Systems, and performance results. Manago AI shall own all rights, title, and interest in and to Platform Data.
  31. **"Retrieval Period"** - the period of data retention by Manago AI of at least 30 calendar days, beginning after the end of the transitional period agreed between the Customer and Manago AI in accordance with the Data Act.

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32. **"Services"** means the services that are ordered by Customer under an Order Form and made available online by Manago AI including electronic services within the meaning of the Electronic Provision of Services Act of 18 July 2002 which consist in: (i) providing the User an Account and (ii) enabling to use the System through the Account, including providing the User profile.
33. **"System"** means the online Manago AI (previously: SALESmanago) Customer Engagement Platform.
34. **"The Personal Data Protection Act"** means the Act of 10 May 2018 on the Protection of Personal Data.
35. **"Third Party Provider"** means a provider of Third Party Services approved by Manago AI.
36. **"Third Party Services"** means the services provided by a Third Party Provider to Customer in connection with the use of the System.
37. **"User profile"** means an arrangement that can store information, made available by Manago AI within the ICT system, that enables the User to enter, store and modify data necessary for proper usage of the features of the System. This information is provided to the System voluntarily and solely by the User.
38. **"User"** means a natural person above 18 years of age with legal capacity who uses Services on behalf of the Customer.

## II. SUBJECT MATTER OF THE MSA

1. Manago AI grants the Customer a non-exclusive, non-transferable right and licence to use the System available at [manago.ai](https://manago.ai), which collects behavioural and transactional data about the Customer's clients and delivers personalised communications across all marketing channels.
2. Manago AI will provide Services described in the Order Form, including Onboarding Services (if applicable).
3. Manago AI may, at its own discretion, provide the Customer with additional functionalities of the System free-of-charge (hereinafter referred to as "Additional Functionalities"). The Additional Functionalities are provided "as-is" without any warranty may be disabled at any time for any reason, without prior notice and without any liability on the part of Manago AI – unless such exclusion of liability is unenforceable under applicable law, in which case Manago AI's liability shall not exceed EUR 100.
4. In the event that the Customer decides to enter into an agreement regarding the sending of SMS messages or to purchase SMS credits, the terms and conditions available [here](#)<sup>1</sup> will apply.
5. Manago AI may make available within the System additional paid functionalities or extension packages that can be ordered directly by the User from within the System (hereinafter: "Extensions"). Ordering an Extension by the User within the System is equivalent to the acceptance of its terms, including the price and scope of functionality, and constitutes a binding amendment to the Agreement without the need to execute an addendum to the Order Form.
6. Changing the number of credits or tokens and the associated fees are managed independently by the Customer within the System and do not require an amendment to the Agreement.
7. The Parties agree that the User is authorized to order / change Extensions or change credits/tokens on behalf of the Customer, and the resulting fees shall be settled in accordance with Section V of the MSA at the prices displayed to the User within the System at the time the order is placed.

## III. TRAINING

1. Manago AI enables the Customer to participate in free online training on the use of the System carried out by Manago AI Specialists.

## IV. RESPONSIBILITIES OF THE PARTIES

1. Manago AI will provide Services with the due diligence required.

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<sup>1</sup> <https://manago.ai/order-form-sms>

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2. Each Party agrees to keep in confidence any Confidential Information disclosed by the other Party, not to use any Confidential Information belonging to the other Party for any purpose outside the scope of the Agreement and to limit access to Confidential Information to those of its directors, officers, employees, contractors, subcontractors and agents who need such access for the purpose of the Agreement. The confidentiality obligations shall remain in effect for the term of the Agreement and 5 years after its termination. Either Party may disclose Confidential Information if it is compelled by the applicable law to do so, provided it gives the other Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance to contest the disclosure. Manago AI reserves the right to share data, including Confidential Information, with its Affiliates for commercial purposes including analysis, compilation of summaries or marketing or sales activities (including offering) subject to an obligation of confidentiality under similar conditions.
3. The Customer is obliged to use the System in compliance with the rules of law and in good faith, including compliance with Manago AI Marketing Automation Anti-Spam Policy as described below.
4. While using the Services, the Customer is obliged, in particular to:
  - a. use the System in a way that does not violate the Manago AI's intellectual property rights, especially in a way that does not distort its functioning, in particular through the use of certain software or devices;
  - b. keep the Password secret and make every effort to prevent third parties from gaining possession of the Password; and
  - c. not using the System for the purpose of any illegal activity.
5. The Customer is responsible for:
  - a. any User's use and/or misuse of the Service;
  - b. the legality, reliability, integrity, accuracy and quality of its data; and
  - c. the integration between its resources and the System.
6. The minimum technical requirements which enable using the Services and/or the System are as follows:
  - a. Services available through the Customer's website (widgets): any modern browser which supports HTML5, CSS3, JavaScript, cookie files, LocalStorage, Web Push notifications, and is not restricted from accessing the resources located on Manago AI infrastructure.
  - b. Services available through Manago AI website (admin panel): access to the internet, the latest version of one of the following web browsers: Google Chrome, Mozilla Firefox with a default configuration.
7. At the time of signing the Agreement, the System is compatible with the above requirements. Temporary incompatibility may result from changes made by third-party vendors. Manago AI will exercise due professional care in ensuring the continued compatibility of the System.
8. The Customer may choose to obtain Third Party Services to use with features within the System (e.g. applications) and/or for implementation or onboarding service. In this regard, the Customer will be required to obtain access to Third Party Services from Third Party Providers. The Customer agrees to comply with the terms and conditions of the Third Party Services and the policies and guidelines pertaining thereto. Manago AI does not assume any responsibility for the Third Party Services, the terms of which have been regulated directly between the Customer and the Third Party Provider. Manago AI may terminate the cooperation with any Third Party Provider at any time without reason or change the Third Party Provider and such change shall not constitute a breach of the Agreement. Manago AI assumes no responsibility for: (i) claims arising from the combination of any Services with any other products, services, hardware, data or business processes or use of Services by Customer other than in accordance with the Agreement; and (ii) for any amendment or modification to the Services not carried out by Manago AI or one of its approved partners.
9. The Customer shall only use the Services for its own internal business operations. The Customer acknowledges and agrees that it will not allow any third party, including Customer's vendors and service providers, to access or use the Services unless such third party is allowed access for the purpose of providing authorised customer support services or in connection with Customer's appropriate use of the Services for its business purposes.

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10. Manago AI reserves the right to temporarily or permanently restrict the functionality of the System in the event that the Customer violates generally applicable laws or the Agreement (and this restriction does not affect the remuneration payable to Manago AI).
11. Manago AI reserves the right to suspend the dispatch of messages planned by the Customer via the System when:
  - a. there is a risk that a significant decrease in the deliverability of messages sent via the Manago AI will occur in connection with that dispatch, or
  - b. the dispatch will or may adversely affect the reputation of Manago AI's dispatch servers, or
  - c. the dispatch will or may negatively affect the reputation of the Manago AI brand, or
  - d. the dispatch does not comply with generally accepted good email marketing practices including Manago AI Marketing Automation Anti-Spam Policy as described below.
12. Manago AI for security reasons, reserves the right to block any Account in the System that has not been logged in correctly for a period of 2 years (and this restriction does not affect the remuneration payable to Manago AI). The Customer will be informed well in advance if the account is to be blocked for this reason.
13. For some of the System's functionalities, there may be quantitative and qualitative limits specified in the System (e.g. a certain number of uses per month). If the specified limit is reached, the respective functionality may not be available until the conditions for the provision of a new limit are met. Concurrently, the Customer agrees that, where applicable, an additional paid limit shall be automatically triggered upon reaching the assumed limit, without requiring further confirmation from the Customer.

## **V. FEE AND PAYMENTS**

1. The Customer will be charged a fee for the Services under the detailed price list described in the Order Form. Some fees may be calculated on the basis of the number of contacts or Active Contacts, which shall be determined in the Order Form.
2. The terms of payment for Services are described in the Order Form. Invoices will be issued at the end of each first month of the settlement period. Unless the Order Form states otherwise, (i) the settlement period shall mean the term of the Agreement, calculated from the Agreement Start Date and commencing at the beginning of a calendar month; (ii) the settlement month corresponds to the calendar month, and for an incomplete month of using the System, the remuneration is determined proportionally.
3. Billing for the Services is conducted on the basis of e-invoices issued and made available by Manago AI via the National e-Invoicing System (KSeF). The date of receipt of the invoice is deemed to be the date on which its identification number is assigned in KSeF, in accordance with the date indicated in the system.
4. Notwithstanding the provisions of sec. 3, Manago AI reserves the right to send invoices in PDF format electronically (to the email address assigned to the Customer's account in the System) in the following cases:
  - a. in the event of any technical limitations on the part of Manago AI;
  - b. in situations of failure, unavailability, or maintenance of the KSeF system.In such circumstances, the date of delivery of the invoice shall be the day it reaches the Customer's email server or the day the KSeF number is assigned – whichever occurs first. The KSeF unavailability mode shall be understood as both the unavailability referred to in Art. 106ne sec. 4 of the Polish Goods and Services Tax Act, as well as the offline24 mode referred to in Art. 106nda section 1 and 2 of the Polish Goods and Services Tax Act.
5. The provisions regarding KSeF do not apply to foreign Customers or entities not subject to this obligation under applicable law. For these Customers, the exclusive form of invoice delivery remains the PDF format sent electronically.
6. If, based on the Agreement, it is necessary to provide attachments to an invoice issued via KSeF, such attachments will be sent electronically to the email address indicated in the Order Form, ensuring consistency with the content of the respective invoice and stating the invoice number to which the inquiry relates in the subject line of the message.

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7. If the paid license start date indicated in the Order Form as the Paid License Start is later than the Agreement Start Date, the period between these dates shall be free of charge and shall not be subject to invoicing.
8. Except as otherwise specified herein or in an Order Form, (i) fees are based on the number of contacts / Active Contacts stored in the System database and not actual usage of the System, (ii) payment obligations are non-cancelable and fees paid are non-refundable.
9. The payment terms for the Services are agreed in the Order Form. Failure to make timely payment may result in the initiation of bad debt collection proceedings, the imposition of interest for late payment or the temporary restriction of System functionality (and this restriction does not affect the remuneration payable to Manago AI).
10. All amounts due or payable by the Customer under this Agreement shall be paid free and clear of any deduction, withholding or set off.

## **VI. COMPLIANCE**

1. The Customer shall comply with all applicable export controls, economic sanctions, and import laws and regulations, including without limitation the regulations of the European Union, United Kingdom, and the United States. Customer will not, directly or indirectly enter into a business relation with individuals or entities: (i) residing or organized in countries subject to sanctions (including Crimea and the territories of Cuba, Iran, North Korea and Syria) or listed on applicable restricted party lists,, or (ii) or listed on applicable restricted party lists maintained by the EU, the UK or the United States.
2. The Customer warrants that it is, and will remain during the term of this Agreement, not become a sanctioned entity or a subsidiary of such an entity. Manago AI reserves the right to request the Customer to periodically confirm in writing that it complies with the obligation under this section VI, Compliance.

## **VII. LIABILITY**

1. In no event shall the aggregate liability of Manago AI arising out of or related to the Agreement exceed the total amount paid by Customer hereunder for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose or € 10,000, whichever amount is lower. In no event will Manago AI have any liability arising out of or related to the Agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages. The foregoing disclaimer will not apply to the extent prohibited by law.
2. Manago AI will not be responsible for delays, delivery failures or other loss resulting from the transfer of Customer's data over communications network or facilities, including the internet.
3. If the Services are held or are likely to be held infringing intellectual property rights of a third party, Manago AI will have the option, at its expense to (i) replace or modify the Services as appropriate, (ii) obtain a licence for Customer to continue using the Services, (iii) replace the Services with a functionally equivalent service or (iv) terminate the applicable Services and refund any prepaid charges for the applicable Services following the effective date of termination. To the fullest extent permitted by law, remedies described in the preceding sentence will constitute the sole and exclusive remedy available to Customer in relation to third party claims.
4. Manago AI's liability shall be excluded to the extent that the Customer has suffered damage due to a failure to comply with industry requirements applicable to the Customer's business (e.g. arising from the provisions of Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector; hereinafter "DORA") of which Manago AI has not been informed in advance and Manago AI declared that it will meet these requirements to the extent they apply to Manago AI.
5. To the maximum extent permitted by applicable law, the Services including all functions thereof, are provided on an 'as is' basis, without representations or warranties whether express, implied or otherwise, including any implied warranty of merchantability or fitness for a particular purpose.

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6. Manago AI shall not be liable for any damages, breaches of data confidentiality, or unauthorized access to the System, to the extent that such incidents result from the Customer's failure to fulfill the obligation to activate and utilize the two-factor authentication (2FA) mechanism made available within the System.

## **VIII. TERM AND TERMINATION**

1. The Agreement enters into force on the date and for a fixed period indicated in the Order Form and will automatically renew for successive periods indicated in the Order Form unless terminated by the Customer in writing at least 30 days before the end of the Agreement. The Parties may also enter into the Agreement for an indefinite period, as indicated in the Order Form; in such case, either Party may terminate it upon one month's notice, effective at the end of a calendar month.
2. The Customer has the right to terminate the Agreement if the main System's features remain unavailable for consecutive 7 days from receiving the notification from the Customer.
3. The Customer has the right to terminate the Agreement with the Maximum Notice Period at any time. In such a case, Manago AI is entitled to charge an Additional Fee.
4. Manago AI has the right to terminate the Agreement in the following cases:
  - a. the Customer's failure to pay invoices by more than 30 days; or
  - b. violation by the Customer of the fundamental rules of social coexistence or business ethics having an impact on Manago AI's image or Manago AI brand in particular violation of the Manago AI Marketing Automation Anti-Spam Policy available [here](#)<sup>2</sup>; or
  - c. breach by the Customer of the rules of law or any material obligation under this Agreement;
  - d. violation by the Customer of the business ethics in communication with Manago AI (in particular abusive behaviour).
5. Manago AI has the right to terminate the Agreement without reason effective at the end of the current Agreement term, and in the case of Agreement of indefinite duration, with three months' notice.
6. Declaration of termination of the Agreement by the Customer must be, under pain of invalidity, sent: (i) by e-mail to [support@manago.ai](mailto:support@manago.ai) or (ii) by mail to the address of the Manago AI's registered office. The declaration of termination of the Agreement for its effectiveness must be submitted by a person authorised to represent the Customer.
7. In the event of termination of the Agreement by Manago AI for reasons attributable to the Customer, Manago AI shall be entitled to charge a contractual penalty in the amount corresponding to the unpaid portion of Manago AI's remuneration under the current Agreement term based on the remuneration from the last month before the termination times: (i) the Agreement duration till end of the Agreement or (ii) next renewal date or (iii) three months (for agreements on indefinite duration). The charging of contractual penalty does not exclude Manago AI to claim the deficiency compensation transferring the amount of withheld contractual penalty. The Customer will be obliged to pay the contractual penalty within 7 days from the date of receipt of the debit note to the bank account indicated in the note.
8. The above breaches, in the event of a written notice to the other Party, result in the immediate termination of the Agreement along with the cessation of the provision of Services to the Customer, and the Customer is obliged to pay remuneration to Manago AI for each day on which the service was performed.
9. In the event of termination of the Agreement by the Customer or by Manago AI for reasons attributable to the Customer before the expiration of the term for which the Agreement - related to the granting of the discount to the Customer - has been concluded, Manago AI shall be entitled to claim reimbursement of the discount granted to the Customer less its pro rata value for the period from the date of conclusion of the Agreement until the date of its expiration. The Customer will be obliged to return the relief granted to the Customer in the amount indicated in the preceding sentence within 7 days from the date of receipt of the debit note to the bank account indicated in the note.

## **IX. PROCEDURE FOR REPORTING IRREGULARITIES AND COMPLAINT PROCEDURE**

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<sup>2</sup> [https://manago.ai/salesmanago\\_marketing\\_automation\\_anti-spam\\_policy](https://manago.ai/salesmanago_marketing_automation_anti-spam_policy)

1. During the use of the Services, the Customer is obliged to immediately notify Manago AI of any irregularities, malfunctions, or interruptions in the functioning of the Services or the System, as well as any deficiencies in the quality of the Services, no later than 14 days from the date of becoming aware of such irregularities.
2. Notifications in this respect should be addressed to Manago AI via email to: [support@manago.ai](mailto:support@manago.ai).
3. A complaint concerning technical issues may be submitted by the Customer within 14 days from the day the irregularity was reported, provided that Manago AI has not remedied the issue within this period.
4. Customers' complaints regarding Manago AI's improper performance of any contractual provisions should include: full registration name of the Customer; address details; TAX ID number; login; the contact details of the User and Customer; detailed description of the circumstances giving rise to the Customer's complaint, including duration of the irregularities (e.g. error); description of the complainant's request; signature and position of the person authorized to report the incident.
5. A response to the complaint will be provided electronically or possibly by telephone, within 30 (thirty) days from the date of submission of a complete and correct complaint, with the proviso that the deadline may be extended in particularly complicated cases. Exceeding the deadline for responding to the complaint does not constitute recognition of the complaint.
6. The Customer has the right to appeal the decision on the complaint once within 14 days of receiving the response to the complaint. The above provisions shall apply accordingly.

## **X. COOPERATION WITH THE AFFILIATES**

1. The Customer may enter into agreements regarding the use of products or services of the Affiliates of Manago AI, in particular Leadoo Marketing Technologies Ltd, 2922046-1, based in Helsinki, Finland.
2. To the extent that there is integration between the System and the products or services of the Affiliates ( e.g. in terms of monitoring code, transferring data to and from the System, linking the System's functionalities with products or services of the Affiliates), the Parties indicate that this is done at the direction of the Customer.
3. The Customer agrees to comply with the terms and conditions of the Affiliates and the policies and guidelines pertaining thereto. Notwithstanding the foregoing, Manago AI does not assume any responsibility for the Affiliates, the terms of which have been regulated directly between the Customer and the Affiliates and specifically disclaims any liability, warranty, and obligation with respect to such Affiliates.

## **XI. PROCEDURE FOR CHANGING SERVICE PROVIDER**

1. The Customer, upon its request, is allowed by Manago AI to switch the provider of services covered by the Agreement to a different provider of data processing service or to port all exportable data and digital assets, referred to in the Data Act, to an on-premises ICT infrastructure, without undue delay and in any event not after the mandatory Maximum Transitional Period, during which the service contract remains applicable.
2. The detailed terms and conditions of the service provider change procedure, including the rights and obligations of the Parties in this regard, are set forth in the document "Terms of Changing the Manago AI Service Provider", which constitutes an integral part of the Agreement and is available [here](#). Any amendment to the content of this document shall constitute an amendment to the MSA and shall be subject to the procedure specified in Section XII.
3. The technical documentation required under the Data Act (including exportable data specifications, interoperability registries, migration procedures, and others) is available [here](#) (Appendices 4-10 to the MSA). Updates to the technical documentation that do not affect the Customer's rights shall not require adherence to the procedure set forth in Section XII; Manago AI shall notify the Customer of such updates 7 days in advance via the System.
4. For the avoidance of doubt, the deletion or porting obligations under this Section XI do not apply to Platform Data, Derived Data or Feedback (as defined in Sec. I). The Parties agree that such data: (i)

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constitutes Manago AI's proprietary information and trade secrets; (ii) does not constitute "data generated by the user" subject to mandatory porting under the Data Act; and (iii) may be retained and used by Manago AI in perpetuity, including after termination of the Agreement, for the purpose of developing the Services, including training AI and machine learning models.

#### **XIa. AI ACT**

1. Manago AI provides, within the System, tools based on artificial intelligence (AI Systems), in particular for the generation and optimization of marketing content and for the selection of recommended products to end customers. These systems are designed and implemented in accordance with the requirements of the AI Act.
2. The Customer acknowledges that AI Systems generate content in an automated manner. The Customer undertakes to inform end recipients of the fact that content is generated by AI, if required by applicable law (Art. 50 of the AI Act).
3. The System utilizes anonymized and aggregated Customer Data regarding the performance and technical parameters of campaigns (including graphic layout structures without branding elements and content generated by the System within the AI functions) for the purpose of supporting and developing the Services, including the optimization of system tools, training and improving machine learning algorithms (including artificial intelligence models), and creating optimized patterns available to Users. This data may also be used to create statistical analyses, insights, market data and predictive models to assist development of Manago AI Services and third-party products or services designed for use with them (hereinafter referred to as the "Analytics"). No Personal Data is used for the purpose of Analytics nor will Analytics identify Customer or disclose the Customer's trade secrets.
4. Manago AI declares that, to the extent required by law, it applies control measures to ensure that AI Systems do not generate discriminatory content or violate prohibited practices specified in applicable laws, in particular the AI Act. The Customer bears full liability for the final acceptance and publication of content suggested by the AI Systems.

#### **XIb. LICENCE TO CUSTOMER DATA. DERIVED DATA AND FEEDBACK**

1. Subject to the terms of this Agreement, Customer grants to Manago AI and its Affiliates a worldwide, non-exclusive, royalty-free licence to use, host, store, reproduce, modify, transmit, and create derivative works of Customer Data, without attribution, solely for the purposes of: (i) operating, providing, and supporting the Services; (ii) improving or developing Services (including developing additional functionality or new services, training and optimizing machine learning algorithms and AI models in accordance with Sec. XIa AI Act); and (iii) conducting internal analysis, benchmarking, and quality assurance.
2. The Customer agrees that Manago AI may use the Customer Data to create and generate anonymized and aggregated statistical or analytical data. Upon their creation, such anonymized and aggregated results shall be deemed a separate category of data ("**Derived Data**") and shall no longer constitute Customer Data. Manago AI shall own all right, title, and interest in and to Derived Data.
3. To the extent that Customer or any of its Users provides to Manago AI any suggestions, ideas, enhancement requests, recommendations, corrections, bug reports, or other feedback concerning the Services or the System, whether submitted through support channels, product feedback mechanisms, user research sessions, direct communication, or otherwise ("**Feedback**"), Customer hereby unconditionally and irrevocably assigns to Manago AI all right, title, and interest in and to such Feedback, including all intellectual property rights therein. Customer acknowledges that Manago AI may use, disclose, reproduce, licence, distribute, and exploit any Feedback for any purpose whatsoever, including to improve the Services, develop new products or features, or train AI Systems, without any obligation of compensation, attribution, or confidentiality to Customer. For the avoidance of doubt, Feedback shall not include any Customer Personal Data or Confidential Information of Customer that may be incidentally contained within a communication.

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4. Appendix No.1 (Personal Data Processing Agreement) and applicable data protection law apply to Customer Personal Data. For the avoidance of doubt, once Customer Personal Data has been anonymized and transformed into Derived Data, it shall no longer constitute Customer Data and falls outside the scope of the PDPA.

#### **XIc. USE OF THE API INTERFACE BY AUTOMATED SYSTEMS**

1. Manago AI reserves the right to monitor network traffic for the purpose of detecting AI Bots. Detection is based on behavioral analysis, request headers, and call frequency. The Customer acknowledges that the Manago AI's system logs constitute sole evidence of the execution of queries.
2. Use of resources via AI Bots for the purpose of Automated Traffic can be subject to limits (including throttling, i.e. a limit on number of requests or transmitted data per unit of time) or payment. The base rate is a fee for each started 1 MB (one megabyte) of transmitted data.
3. The Customer may be exempted from the fees referred to in sec. 2, provided they use dedicated AI solutions provided directly by Manago AI (e.g., purchasing a subscription for the "AI Native" module). In such a case, the rules for data transfer are governed by the specification of the selected package.
4. In the event of detecting Automated Traffic on a Customer's account that does not have an integrated package purchased, Manago AI can send a notification electronically to the e-mail address assigned to the account, specifying the applicable limits or rates from the current Price List. Failure to cease automated activities or failure to switch to a paid model within 24 hours from sending the notification, means acceptance of charging fees in accordance with the notification. Furthermore, Manago AI reserves the right to temporarily suspend or restrict the Customer's access to the API or System resources if the automated activity continues without an agreed paid model or if such activity poses a risk to the stability of the System.
5. Settlement for downloaded data occurs in a monthly cycle (in arrears). Manago AI will issue a VAT invoice based on actual data consumption recorded by monitoring systems.

#### **XII. MISCELLANEOUS**

1. The Customer authorises Manago AI to use the Customer's name and trademark (or logo) to represent the fact that the Customer is a customer of Manago AI, especially for the purpose of informing about using the System on its website and social media channels.
2. Manago AI may at any time make any change to any Service that is necessary to comply with applicable law. The names of the System functionalities may change over time and such a change does not constitute an amendment to the Agreement. Manago AI may make commercially reasonable updates to the Services from time to time to which the Customer agrees on beforehand. Manago AI will inform Customer via the System if Manago AI makes a material change to the Services that has a material impact on Customer's use of the Services.
3. Manago AI may make changes to URLs in the Agreement from time to time. Manago AI may amend the MSA for important reasons, which are: a) changes in generally applicable laws affecting the provisions of the MSA; b) the issuance of a judgement or decision directly affecting the provisions of the MSA by a court or public administration authority; c) introduction of new functionalities of the System or changes to them; d) removal of ambiguities or doubts of interpretation. In case of the amendment of the MSA, Manago AI shall notify the Customer of the change by the message that will be communicated to the User via the System. The Parties agree that the User is authorised to accept or reject the new terms and conditions on behalf of the Customer. Failure to respond to information about the change in the MSA within 14 days from the date of notification of the change is considered acceptance of the new terms and conditions. If the Customer objects to the new terms and conditions, the Parties will negotiate the terms and conditions in good faith, but the Customer may not object to changes resulting from the reasons indicated in (a) and (b) above. Customer's objection to the new terms and conditions for reasons other than those indicated in (a) and (b) above means that the existing MSA applies to the performance of the Agreement, whereby, this provision does not

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- affect the Customer's right to terminate the Agreement in accordance with the Data Act, without incurring costs.
4. Any limitation or modification which Manago AI is entitled to make under the Agreement shall not affect the assessment of the Manago AI's due performance under the Agreement and does not affect the remuneration payable to Manago AI under the Agreement.
  5. Manago AI hereby declares that it has a status of a large enterprise within the meaning of Article 4 point 6 of the Polish Act of March 8, 2013 on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws of 2023, item 1790, as amended).
  6. According to the Personal Data Protection Regulations, Parties have regulated the principles of entrusting the processing of Personal Data, in the agreement constituting Appendix No. 1 to the MSA. Appendix No. 1 shall apply when the performance of the Agreement involves the processing of personal data to which the provisions of the GDPR apply.
  7. To execute the Agreement, the Parties, as independent data controllers, will share the personal data of their representatives indicated in the Agreement, representatives and persons appointed to execute the Agreement, including the following categories of data: identification data (including, but not limited to, name, position of representative). In connection with the execution of the Agreement, the Parties may also transfer the personal data of employees and associates not listed in the Agreement.
  8. Manago AI implements the information obligation to representatives and employees whose data is listed in the Agreement through the information clause, attached as Appendix 2 to the MSA.
  9. Persons representing the Customer acknowledge receipt of information regarding processing their personal data in connection with the Agreement. The Customer agrees to provide this information to employees and associates not mentioned in the content of the MSA, whose data will be transferred between the Parties to perform the Agreement.
  10. Neither Party will be liable for any delay or failure to perform its obligation under the Agreement if the delay or failure is due to extraordinary and unforeseeable event or circumstance beyond its reasonable control (force majeure).
  11. Subject to the provisions of the MSA stating that it may be amended, any amendment or variation to the Agreement must be in writing or a document form via the digital signature tools (e.g. DocuSign) or in the form of a scanned document. Otherwise null and void. The Parties exclude the application of Art. 66<sup>1</sup> § 1-3 of the Polish Civil Code. A change in the Customer's invoice data, which arises by operation of law, does not require an amendment to the Agreement.
  12. If any provision of the MSA is held by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from the MSA. It shall be of no force and effect, and the MSA shall remain in full force and effect as if such provision had not originally been contained in the MSA. In the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
  13. The Agreement (including but not limited to the MSA) constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, arrangements, proposals, marketing materials and other communications between the Parties with respect to the subject matter hereof.
  14. The Agreement is governed by and constructed under Polish law.
  15. Any disputes or claims in connection to the Agreement shall first be resolved amicably. In the event of failure to reach an agreement, the court competent to resolve the disputes shall be the court having jurisdiction over Manago AI registered office.
  16. The change of the trade name from SALESmanago to Manago AI applies to both the designation of Benhauer sp. z o.o. as the entity providing the Services, and the name of the platform that is the subject of the Agreement. This change does not constitute an amendment to the Agreement and does not require the execution of an addendum or re-acceptance of the MSA by the Customer. All rights and obligations arising from Agreements concluded under the name SALESmanago shall remain in full force and effect without change, and all documents, correspondence, and invoices issued under the name SALESmanago shall retain full legal force. Email addresses and web domains previously used

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by SALESmanago shall remain active or be redirected to the corresponding Manago AI addresses; correspondence and actions taken based on the previous addresses shall be fully effective.

17. Appendices shall form an integral part of the MSA.

18. If a conflict occurs between this MSA, appendices to the MSA and the Order Form, unless otherwise specifically stated in these documents, the order of precedence shall be:

- a. Order Form
- b. Appendix No. 1 to the MSA
- c. Appendix No. 3 to the MSA
- d. Appendix No. 4 to the MSA
- e. MSA.

**Appendix No. 1 to the MSA** Personal Data Processing Agreement [\[link\]](#)

**Appendix No. 2 to the MSA** Information on the processing of personal data for the Customer, persons representing the Customer, Users and contact persons. [\[link\]](#)

**Appendix No. 3 to the MSA - Terms of Onboarding Services** [\[link\]](#)

**Appendix No. 4 to the MSA** Information on jurisdiction [\[link\]](#)

**Appendix No. 5** Exhaustive specification of all categories of data and digital assets that can be ported during the switching process, including, at a minimum, all exportable data. [\[link\]](#)

**Appendix No. 6** Exhaustive specification of categories of data specific to the internal functioning of the provider's data processing service that are to be exempted from the exportable data under Appendix No. 5, where a risk of breach of trade secrets of the provider exists, provided that such exemptions do not impede or delay the switching process. [\[link\]](#)

**Appendix No. 7** Information on available procedures for switching and porting to the data processing service, including information on available switching and porting methods and formats as well as restrictions and technical limitations which are known to the provider of data processing services. [\[link\]](#)

**Appendix No. 8** Up-to-date online register hosted by Manago AI, with details of all the data structures and data formats as well as the relevant standards and open interoperability specifications, in which the exportable data referred to in Appendix No. 5, are available. [\[link\]](#)

**Appendix No. 9** General description of the technical, organisational and contractual measures adopted by the provider of data processing services in order to prevent international governmental access to or transfer of non-personal data held in the Union where such access or transfer would create a conflict with Union law or the national law of the relevant Member State. [\[link\]](#)

**Appendix No. 10** Information on data processing services that involve highly complex or costly switching or for which it is impossible to switch without significant interference in the data, digital assets or service architecture. [\[link\]](#)