

GENERAL TERMS AND CONDITIONS

1. Background

Jenz.app is the owner of the application named Jenz (“Jenz”), while Customer wants a non-exclusive license to use Jenz. Jenz.app is willing to grant such a license under terms and conditions set forth in this Agreement.

2. Definitions.

“**Agreement**” means the Agreement entered into between the Customer and Jenz.app which is subject to these Terms and Conditions, which are an integral part of the Agreement, where the Parties specify the Services and other particulars of their cooperation. It may include purchases of Jenz licenses, Support and Maintenance, Additional Services, increased or upgraded Scope of Use or renewals..

“**Additional Services**” means other services related to the Jenz provided to Customer by Jenz.app, as identified in the applicable Agreement.

“**Authorized Users**” means the specific individuals whom Customer designates to use Jenz and for whom Customer has paid the required fees. Authorized Users may be Customer’s or Customer’s Affiliates’ employees, representatives, consultants, contractors, agents or other third parties who are acting for Customer’s or Customer’s Affiliates’ benefit or on Customer’s or Customer’s Affiliates’ behalf.

“**Customer’s Data**” means any data, content, code, video, images or other materials of any type that Customer (including any of Customer’s Authorized Users) submit to Jenz. In this context, “submit” (and any similar term) includes submitting, uploading, transmitting or otherwise making available Customer’s Data to or through Jenz.

“**Data Processing Addendum**” means the Addendum to these Terms and Conditions concerning Data protection, which is an integral part of these Terms and Conditions and the Agreement.

“**Feedback**” means comments, questions, ideas, suggestions or other feedback relating to the Jenz, Support and Maintenance or Additional Services.

“**Laws**” means all applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and the exportation of technical or personal data.

“**License Term**” means Customer’s permitted license term for the Jenz, as set forth in the Agreement.

“**New Releases**” means any bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to Jenz that Jenz.app makes available to Customer as part of Support and Maintenance.

“**Jenz.app Policies**” means Jenz.app’s Privacy Policy and Terms of Use, and (unless otherwise specified) any other policies or terms referenced in this Agreement.

“**Scope of Use**” means Customer’s authorized scope of use for Jenz as specified in the applicable Agreement, which may include number and type of Authorized Users.

“**Support and Maintenance**” means Jenz.app’s support and maintenance services for Jenz.

3. Scope of the Agreement

3.1. Jenz. These Terms and Conditions govern initial purchase of Jenz, any Additional Services, as well as any future purchases made by the Customer that reference these Terms and Conditions.

3.2. Customer’s License Rights. Subject to the terms and conditions of these Terms and Conditions, Jenz.app grants the Customer a non-exclusive, non-sublicensable and non-transferable license to install and use Jenz during the applicable License Term for its own business purposes, in accordance with the Agreement, these Terms and Conditions and Law.

4. Authorized Users

4.1. Authorized Users. License defined above in Section 3.2. gives Customer the right to allow Authorized Users to access and use Jenz. Only Authorized Users may access and use Jenz. The Customer is responsible for compliance with this Agreement by all Authorized Users. Use of Jenz must be solely for the benefit of the Customer and must be within the Scope of Use.

4.2. Administrators. Through Jenz, Customer may be able to specify certain Authorized Users as Administrators, who will have important rights and controls over Customer’s use of Jenz and Authorized User Accounts. This may include creating, de-provisioning, monitoring or modifying Authorized User Accounts, and setting Authorized User usage permissions; and managing access to Customer’s Data by Authorized Users or others. Without limiting Section 4.4 (Responsibility for Authorized Users), which fully applies to Administrators, Customer is responsible for whom it allows to become Administrators and any actions they take, including as described above. Customer agrees that Jenz.app’s responsibilities do not extend to the internal management or administration of Jenz for the Customer, unless and to the extent specifically agreed under the Agreement.

4.3. Authorized User Consent. Customer will be solely responsible for Authorized Users’ data protection and their education on data protection. Customer will provide all required disclosures to and will obtain and maintain all required consents from Authorized Users to allow: (i) Administrators to have the access described in this Agreement and (ii) Jenz.app’s provision of Jenz to Administrators and Authorized Users.

4.4. Responsibility for Authorized Users. Jenz requires users to be designated by Administrators. If agreed in the Agreement, Jenz.app will set-up the accounts and designated users on behalf of the Customer. Customer is responsible for understanding the settings of Jenz and for controlling whom it allows to become an Authorized User. Customer is responsible for the activities of all Customer's Authorized Users, including how they use Customer's Data, even if those Authorized Users are not from Customer's organization. Jenz.app may display its User Notice to Authorized Users at sign up, account creation or registration to Jenz.

4.5. Credentials. Customer must require that all Authorized Users keep their user IDs and passwords for Jenz strictly confidential and do not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. Customer is responsible for any and all actions taken using Authorized User Accounts and passwords, and Customer agrees to immediately notify Jenz.app of any unauthorized use of which Customer becomes aware. Jenz.app will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third-party logging into and accessing the Services.

4.6. Start of Subscriptions. Each Authorized User must agree to Privacy Policy to be able to sign in to Jenz. Subscriptions commence when Jenz.app makes them available to Customer and continue for the term specified in the Agreement.

5. Use of Jenz

5.1. Restrictions. Except as otherwise expressly permitted in this Agreement, the Customer will not: (a) reproduce, modify, adapt or create derivative works of any part of Jenz; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to Jenz to a third party without Jenz.app's prior written approval; (c) use Jenz for the benefit of any third party; (d) incorporate Jenz into a product or service it provides to a third party; (d) interfere with any license key mechanism in Jenz or otherwise circumvent mechanisms in Jenz intended to limit its use; (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to Jenz, except to the extent expressly permitted by applicable law (and then only upon advance notice to Jenz.app); (f) remove or obscure any proprietary or other notices contained in Jenz; (g) use Jenz for competitive analysis or to build competitive products; (h) publicly disseminate information regarding the performance of Jenz; or (i) encourage or assist any third party to do any of the foregoing.

5.2. System Requirements. The Customer is solely responsible for ensuring that its systems meet the hardware, software and any other applicable system requirements for the installation of Jenz. Jenz.app will have no obligations or responsibility under this Agreement for issues caused by the Customer's use of any third-party hardware or software not provided by Jenz.app.

5.3. Indemnification by the Customer. The Customer will defend, indemnify and hold harmless Jenz.app from and against any and all claims, costs, losses, liabilities, damages and expenses (including attorney's fees and costs) resulting from any claim arising from or related to (i) Customer's breach of Section 4.3 (Authorized User Consent) or any claims or disputes brought by Customer's Authorized Users arising out of their use of Jenz, or (ii) Customer's breach (or alleged breach) of Section 6.2 (Customer's Data Compliance Obligations). This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonably necessary cooperation of Jenz.app at Customer's expense.

5.4. Support Account. Jenz.app will provide support through a "Jenz support account", which will be visible in the Jenz application. This will allow Jenz.app to view the content published within the application for a certain period of time. As soon as the Customer decides Jenz.app's support in that form is not necessary anymore, the Jenz support account will be removed, and Jenz.app shall no longer have the access to the content of the Jenz application.

6. Terms that apply to Customer's Data

6.1. Using Customer's Data to provide Jenz-related services to Customer. Customer retains all right, title and interest in and to Customer's Data in the form submitted to Jenz. Subject to this Agreement, and solely to the extent necessary to provide Jenz-related services to Customer, Customer grants Jenz.app a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer's Data, only as reasonably necessary (a) to provide, maintain and update the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law or as permitted by the Privacy Policy and (d) as expressly permitted in writing by Customer. Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorized Users as may be necessary to grant this license.

6.2. Customer's Data Compliance Obligations. Customer and Customer's use of Jenz (including use by Customer's Authorized Users) must comply at all times with this Agreement, the Terms of Use and all Laws. Customer represents and warrants that: (i) Customer has obtained all necessary rights, releases and permissions to submit all Customer's Data to Jenz and to grant the rights granted to Jenz.app in this Agreement and (ii) Customer's Data and its submission and use as authorized by the Customer will not violate (1) any Laws, (2) any third-party intellectual property, privacy, publicity or other rights, or (3) any of Customer's or third-party policies or terms governing Customer's Data. Other than Jenz.app's express

obligations under Data Processing Agreement, Jenz.app assumes no responsibility or liability for Customer's Data, and Customer is solely responsible for its Data and the consequences of submitting and using it with Jenz.

6.3. Removals and Suspension. Jenz.app has no obligation to monitor any content uploaded to Jenz. Nonetheless, if Jenz.app deems such action necessary based on Customer's violation of this Agreement, including Jenz.app Policies, Jenz.app may (i) remove Customer's Data from Jenz or (2) suspend Customer's access to Jenz. Jenz.app will use reasonable efforts to provide Customer with advance notice of removals and suspensions when practicable, but if Jenz.app determines that Customer's actions endanger the operation of Jenz or other users, Jenz.app may suspend Customer's access or remove Customer's Data immediately without notice. Jenz.app has no liability to Customer for removing or deleting Customer's Data from or suspending Customer's access to Jenz as described in this Section 6.3.

7. Privacy Terms

Jenz.app may collect certain data and information from the Customer and Authorized Users in connection with their use of Jenz and otherwise in connection with this Agreement. All such data and information will be collected and used by Jenz.app in accordance with Jenz.app's Privacy Policy, which Customer acknowledges, and Data Processing Addendum, concluded between Jenz.app and the Customer.

8. Jenz.app Commitments

8.1. Support and Maintenance. During the period for which Customer has paid the license fee, Jenz.app will provide Support and Maintenance for the Jenz, which include access at no cost to New Releases, if and when available, and any references to "Jenz" in this Agreement include New Releases.

8.2. Additional Services. Subject to this Agreement, Customer may purchase Additional Services from Jenz.app, which Jenz.app will provide to Customer pursuant to the applicable Agreement, which can be additionally annexed in case the Customer decides later to purchase any Additional Services.

9. License Term and Payment

9.1. License Term and Renewals. The License Term will be indicated in the Agreement. The License Term and any applicable service periods will commence on the start date as defined by these Terms and Conditions and will continue for the period defined in the Agreement or until one of the Parties terminates it in accordance with these Terms and Conditions.

9.2. Delivery. Jenz will be delivered to Customer in accordance with the terms of this Agreement. Jenz will be deemed accepted by the Customer if Customer starts using Jenz.

9.3. Increased Scope of Use. During its License Term, the Customer may increase its Scope of Use (e.g. adding Authorized Users above the amount agreed in the Agreement). Any increases to Customer's Scope of Use will be subject to additional fees.

9.4. Payment. The Customer will pay all fees in accordance with the Agreement by the due dates. All amounts are non-refundable, non-cancelable and non-creditable. Invoices will be issued on the first day of each month for the current month. Due date of each invoice will be the last day of the current month. In case the start date of using the Jenz application is any day after the first day of the month, Jenz.app will charge the proportional amount of the monthly fee for the current month. As of the next billing cycle, regular invoicing (i.e. first day of the month) shall apply.

9.5. Monthly and Annual Plans. Jenz is offered generally either on a monthly subscription basis or an annual subscription basis.

9.6. Renewals. Unless either party cancels Customer's subscription prior to expiration of the current License Term, Customer's subscription will automatically renew for another License Term of a period equal to Customer's initial License Term. Customer will provide any notice of non-renewal through e-mails legal@jenz.app and finance@jenz.app. Cancelling Customer's subscription means that Customer will not be charged for the next billing cycle, but Customer will not receive any refunds or credits for amounts that have already been charged and remains responsible for the payment of the whole current billing cycle, in which the cancellation notice was provided to Jenz.app.

9.7. Taxes. Customer's fees under the Agreement exclude any taxes or duties payable in respect of Jenz in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by Jenz.app, Customer must pay to Jenz.app the amount of such taxes or duties in addition to any fees owed under the Agreement. Notwithstanding the foregoing, Customer may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, Customer will have the right to provide to Jenz.app any such exemption information, and Jenz.app will use reasonable efforts to provide such invoicing documents as may enable Customer to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

9.8. Withholding Taxes. Customer will pay all fees net of any applicable withholding taxes. Customer and Jenz.app will work together to avoid any withholding tax if exemptions, or a reduced treaty withholding rate, are available. If Jenz.app

qualifies for a tax exemption, or a reduced treaty withholding rate, Jenz.app will provide Customer with reasonable documentary proof. Customer will provide Jenz.app reasonable evidence that Customer has paid the relevant authority for the sum withheld or deducted.

9.9. Future Functionality; Separate Purchases. Customer acknowledges that Jenz and potential Additional Services are being purchased separately from any of Jenz.app's other services. Payment obligations for any products or services are not contingent on the purchase or use of any of Jenz.app's other services (and for clarity, any purchases of Jenz and Additional Services are separate and not contingent on each other). Customer agrees that Customer's purchases are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Jenz.app regarding future functionality or features.

9.10. Set-up fee. The set-up of the Jenz application in case of choosing the Essential package is free. The set-up fee of the Jenz application in case of choosing the Business or Business+ package amounts to one monthly subscription fee for using Jenz during the License Term. The setup-fee must be paid in order for Jenz.app to start with the onboarding process.

License Certifications and Audits

The Customer agrees to allow Jenz.app, or Jenz.app's authorized agent, to audit its use of Jenz (including that of its Authorized Users). Jenz.app will provide the Customer with at least ten (10) days advance notice prior to the audit, and the audit will be conducted during normal business hours. Jenz.app will bear all out-of-pocket costs incurred for the audit, unless the audit reveals that the Customer has exceeded the Scope of Use. The Customer will provide reasonable assistance, cooperation, and access to relevant information during any audit at its own cost. If the Customer exceeds its Scope of Use, Jenz.app may invoice the Customer for any past or ongoing excessive use, and the Customer will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to Jenz.app at law or equity or under this Agreement.

10. Intellectual Property Rights

10.1. Jenz.app IPR. Jenz.app is and will remain the exclusive owner of all right, title and interest, copyrights, trademarks, service marks, trade names, domain names rights, know-how and professional secret rights, patents, patent applications, unpatented inventions, design rights and any other intellectual property rights and form of protection of similar nature anywhere in the world, in and to Jenz, including modifications, derivatives, and enhancement thereof, as well as any method, methodologies, concepts, techniques, patterns, procedures, approach, tools, solutions, source codes, algorithms, recommendations or other any other information – unless legally available to the public domain – provided or disclosed to the Customer under this Agreement ("Jenz.app IPR"). This Agreement does not convey to Customer any rights in or related to Jenz or other Jenz.app IPR irrespective of the use of terms such as "purchase" or "sale", except as explicitly provided in this Agreement. The Jenz.app's name, the Jenz.app's logo, and any other Jenz.app's symbols, along with the product names and marketing associated with Jenz are Jenz.app IPR or third parties IPR, and no right or license is granted to use them.

10.2. Feedback. From time to time, the Customer may choose to submit Feedback to Jenz.app. Jenz.app may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered Customer's Confidential Information, and nothing in these Terms and Conditions or the Agreement limits Jenz.app's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

11. Confidentiality

Except as otherwise set forth in these Terms and Conditions Agreement, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to such party ("**Receiving Party**") by the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any information relating to Jenz will be deemed Confidential Information of Jenz.app without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that they are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 12 and that the Receiving Party remains responsible for compliance by them with the terms of this Section 12. The Receiving Party's confidentiality obligations will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. The above provisions apply accordingly to information on the Customer and Authorized Users' Data, which shall be deemed as Confidential Information, as well. Jenz.app shall remain responsible for security of the data provided by the Customer.

12. Term and Termination

12.1. Trial Period. Jenz.app has the sole discretionary right to provide the Customer with a Trial period option. The Customer shall have available a trial period of using Jenz for a period of up to 60 (sixty) days. These Terms and conditions shall be made available to the Customer at the start of the Trial Period and shall apply to such Customer, excluding financial obligations concerning the payment for the usage of Jenz. Other financial obligations in case of unlawful use of Jenz, breaches of the Agreement or as otherwise stipulated in these Terms and conditions shall still apply.

12.2. Term. If the Customer has used the Trial Period, the Agreement shall be effective as of the date of the signing of the Annex to the Agreement that was signed prior to the use of the Trial period. If the Customer has not used the Trial Period, the Agreement shall come into effect on the eighth day as of the date of the signing of the Agreement. Jenz.app and the Customer enter into the Agreement for an indefinite period of time Both parties have the right to terminate the Agreement as stipulated in the following clauses.

12.3. Termination for Cause. Either party may terminate the Agreement if the other party (a) fails to cure any material breach of the Agreement within thirty (15) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

12.4. Termination for Convenience. The Customer may choose to stop using Jenz and terminate the Agreement at any time for any reason upon written notice to Jenz.app, but, upon any such termination (i) the Customer will not be entitled to a refund of any pre-paid fees and (ii) if the Customer has not already paid all applicable fees for then-current License Term or related services period (as applicable), any such fees that are outstanding will remain due and payable. The notice period for Termination for Convenience is thirty (30) days from the date of receiving the written notice. If Jenz.app terminates the Agreement for convenience, paragraphs (i) and (ii) of this clause shall not apply.

12.5. In exception to Section 13.4., If two invoices are not paid until the due date, Jenz.app shall have the right to terminate the contract effective immediately without ending the Customer's obligation to pay outstanding invoices.

12.6. If the Customer exceeds the amount of the agreed upon number of Authorized Users and the Parties do not manage to mutually agree on the increased monthly fee, each Party shall have the right to cancel the subscription. The cancellation will be effective on the last day of the month in which the cancellation notice has been sent.

12.7. Effects of Termination. Upon any expiration or termination of the Agreement, the Customer's license to Jenz terminates and the Customer must cease using and delete (or at Jenz.app's request, return) all Jenz documentation and Confidential Information or other materials of Jenz.app in its possession. The Customer will certify such deletion upon Jenz.app's request. The same obligation applies to Jenz.app (upon any expiration or termination of this Agreement, Jenz.app must cease using and delete all data, information and documentation received from the Customer). If the Agreement is terminated by the Customer in accordance with Section 13.3 (Termination for Cause), Jenz.app will refund the Customer any prepaid fees covering the remainder of the then-current License Term after the effective date of termination. If the Agreement is terminated by Jenz.app in accordance with Section 13.3 (Termination for Cause), the Customer will pay any unpaid fees covering the remainder of the then-current License Term after the effective date of termination, in a single payment of full amount of all such fees, and latest within 30 (thirty) days as of effective date of termination. In no event will termination relieve the Customer of its obligation to pay any fees payable to Jenz.app for the period prior to the effective date of termination.

12.8. Survival. The following Sections of these Terms and Conditions shall survive any termination or expiration of this Agreement: 5.1 (Restrictions), 5.3 (Indemnification by Customer), 6.2. (Customer's Data Compliance Obligations), 9.4 (Payment), 9.7 (Taxes), 10 (License Certifications and Audits), 11 (Intellectual Property Rights), 12 (Confidentiality), 13 (Term and Termination), 14.3 (Warranty Disclaimer), 15 (Limitations of Liability), 17 (Dispute Resolution) and 19 (General Provisions).

13. Warranties and Disclaimer

13.1. General Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Each party represents and warrants that the Agreement is entered into by an employee or agent of each party with all necessary authority to bind the party to the terms and conditions of this Agreement.

13.2. Virus Warranty. Jenz.app further represents and warrants that it will take reasonable commercial efforts to ensure that Jenz, in the form and when provided to the Customer, will be free of any viruses, malware, or other harmful code. For any breach of the foregoing warranty, the Customer's sole and exclusive remedy, and Jenz.app's sole obligation, is to provide a replacement copy of Jenz promptly upon notice.

13.3. Warranty Disclaimer. Except as expressly set forth in section 14.1 (general warranties) and 14.2 (virus warranty), all Jenz, support and maintenance and any additional services are provided "as is," and Jenz.app expressly disclaims any and all warranties and representations of any kind, including any warranty of non-infringement, title, fitness for a particular purpose, functionality, or merchantability, whether express, implied, or statutory. Jenz.app will not be liable for delays, interruptions,

service failures or other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of Jenz.app. To the maximum extent permitted by law, Jenz.app makes no representation, warranty or guarantee that (a) Jenz will operate in combination with any other hardware, Jenz, system, or data; (b) Jenz (or any service, information, or other material purchased or obtained by customer through Jenz) will meet customer's requirements or expectations); or (c) except as expressly set forth in section 14.2 (virus warranty), Jenz is free of viruses or other harmful components.

14. Limitations of Liability

14.1. Consequential Damages Waiver. Except for excluded claims (defined below), neither party will have any liability arising out of or related to this agreement for any loss of use, lost or inaccurate data, lost profits, failure of security mechanisms, interruption of business, costs of delay or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of the possibility of such damages in advance.

14.2. Liability Cap. Except for excluded claims, and to the greatest extent permitted by Laws, each party's aggregate liability to the other arising out of or related to this agreement will not exceed the amount actually paid or payable by the customer to Jenz.app under this agreement in the twelve (12) months immediately preceding the claim.

14.3. Excluded Claims. "Excluded Claims" means (1) amounts owed by the Customer under the Agreement, (2) either party's express indemnification obligations in the Agreement, and (3) the Customer's breach of Section 5.1 (Restrictions).

14.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 15 (Limitations of Liability) apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

15. Publicity Rights

15.1. References. Customer grants to Jenz.app a non-exclusive right to use Customer's name, logo and trademarks (i) on internal and public materials (including Jenz.app's websites) to identify Customer as an authorized licensee of Jenz and (ii) in proposals to third parties as an indication of Jenz.app's experience in relation to the subject matter of this Agreement.

16. Dispute Resolution

16.1. Informal Resolution. In the event of any controversy or claim arising out of or relating to this Agreement, the parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of sixty (60) days, either party may pursue relief as may be available under this Agreement pursuant to Section 17.2 (Governing Law; Jurisdiction). All negotiations pursuant to this Section 17.1 will be confidential and treated as compromise and settlement negotiations for purposes of all rules and codes of evidence of applicable legislation and jurisdictions.

16.2. Governing Law; Jurisdiction. The laws of the Republic of Croatia (excluding the conflict of law rules) will govern the Agreement. The Parties agree to submit any dispute arising from or in relation to the Agreement to the exclusive jurisdiction of the competent court in Zagreb, Croatia. In any action or proceeding to enforce a party's rights under this Agreement, the prevailing party will be entitled to recover its reasonable costs and attorneys' fees.

16.3. Injunctive Relief; Enforcement. Notwithstanding the provisions of Section 17.1 (Informal Resolution) and Section 17.2 (Governing Law; Jurisdiction), nothing in this Agreement will prevent Jenz.app from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

16.4. Exclusion of UN Convention and UCITA. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted.

17. Changes to the Agreement

17.1. Modifications Generally. The Agreement may be modified or amended solely in writing, with signatures of both Parties.

17.2. Jenz.app Policies: Jenz.app may modify Jenz.app Policies from time to time, including during the Customer's then-current License Term in order to respond to changes in Jenz.app's products, Jenz.app's business, or Laws. Modifications to the Jenz.app Policies will take effect automatically as of the effective date specified for the updated policies. Jenz.app shall be obliged to inform Customer on any changes of its Policies. In case of substantial changes, the Customer shall have a reasonable period of time to implement the respective changes.

18. General Provisions

18.1. Notices. Any notice under this Agreement must be given in writing. Both Jenz.app and Customer may provide notices to each other via email. Customer agrees that any such electronic communication will satisfy any applicable legal communication requirements, including that such communication be in writing. Jenz.app's notices to Customer will be deemed given upon the first business day after it has been sent. Jenz.app will provide notice to Customer by post to the address specified in the Agreement. In case Jenz.app provides notice to Customer by email, the notice will be sent to the e-mail address specified in the Agreement. Customer will provide notice to Jenz.app by post to Jenz.app Ltd, Reljkovičeva 6, 10 000 Zagreb, Croatia. In case Customer provides notice to Jenz.app by email, the notice will be sent to legal@jenz.app and finance@jenz.app Customer's notices to Jenz.app the first business day after it's been sent.

18.2. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, pandemic, epidemic, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

18.3. Assignment. Customer may not assign or transfer the Agreement without Jenz.app's prior written consent. As an exception to the foregoing, Customer may assign the Agreement in its entirety to Customer's successor resulting from Customer's merger, acquisition, or sale of all or substantially all of Customer's assets or voting securities, provided that Customer provides Jenz.app with prompt written notice of the assignment and the assignee agrees in writing to assume all of Customer's obligations under this Agreement. Any attempt by Customer to transfer or assign the Agreement except as expressly authorized above will be null and void. Jenz.app may assign its rights and obligations under the Agreement (in whole or in part) without Customer's consent. Jenz.app may also permit its agents and contractors to exercise its rights or perform its obligations under the Agreement, in which case Jenz.app will remain responsible for their compliance with the Agreement. Subject to the foregoing, the Agreement shall inure to the parties' permitted successors and assigns.

18.4. Entire Agreement. The Agreement, together with these Terms and Conditions and the Data Protection Addendum, is the entire agreement between the Customer and Jenz.app relating to Jenz and supersedes all prior or contemporaneous oral or written communications, proposals and representations between Customer and Jenz.app with respect to Jenz or any other subject matter covered by this Agreement. No provision of any purchase order or other business form employed by Customer will supersede or supplement the terms and conditions of the Agreement, and any such document relating to the Agreement will be for administrative purposes only and will have no legal effect.

18.5. Waivers; Modifications. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity. As set forth in Section 18 (Changes to this Agreement), any amendments or modifications to this Agreement must be executed in writing by the authorized representatives of Jenz.app and Customer.

18.6. Interpretation. As used herein, "including" (and its variants) means "including without limitation" (and its variants). Headings are for convenience only. If any provision of these Terms and Conditions is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

18.7. Independent Contractors. The parties are independent contractors. The Agreement or these Terms and Conditions shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.

19. Signatures

19.1. The persons signing the Agreement warrant that they are authorized to execute the Agreement on behalf of the signing Parties and to fully bind the signing Parties to all the terms and conditions set out above.