

GENERAL CONDITIONS OF THE USE OF SERVICE VEEAM CLOUD CONNECT

Article 1 Subject of General conditions

- 1.1. The subject of these conditions is the way of establishing and using the service Veeam Cloud Connect (hereinafter: Service).
- 1.2. By submitting a Request for activation of the Service (hereinafter: Request) or by accepting MEGATREND's offer, business user (hereinafter: User) accepts these General conditions of MEGATREND POSLOVNA RJEŠENJA d.o.o. (MEGATREND BUSINESS SOLUTIONS Llc.) (hereinafter: MEGATREND) for using the Service (hereinafter: Conditions).
- 1.3. After the receipt of the filled Request in accordance with the Paragraph 1.2 of this Article (hereinafter: Request) or after accepting MEGATREND's offer, MEGATREND shall inform the User following working day in writing or in any other appropriate manner about the acceptance/rejection of the Request, and that after, among other things, the verification of the User's creditworthiness respectively solvency.
- 1.4. The contract on the use of Service is considered concluded at the moment when MEGATREND accepts the Request of the User. These Conditions, together with the Request, notification of acceptance of the Request and the applicable MEGATREND's price list for the Service (hereinafter: Price list), constitute the Contract on the use of Service ("Contract").
- 1.5. In this basic part of the Conditions, following attachments are attached which form its integral part::
 - Attachment 1 – Specification of the Service;
 - Attachment 2 - Contact
- 1.6. In case of conflict between the provisions of the basic part of these Conditions and provisions of Attachments 1 and 2, the provisions of the basic part of these Conditions shall take precedence over the provisions of Attachments.
- 1.7. The User is obligated to notify MEGATREND without delay in writing of any change to User's data mentioned in the Request (e.g. company/name, address, e-mail address), and is responsible for any damage incurred due to failure to fulfill this obligation.
- 1.8. The prerequisite for using the Service is access to the Internet. Internet access is provided by the User independently of the Service, and the mentioned access and data transfer are not subject of these Conditions. Pursuant to the mentioned above, MEGATREND is not responsible to the User for possible interruptions or errors in the Internet connection respectively during the transmission of data as well as for any possible damage that occurred or might occur to the User because of such interruption/errors.

Article 2 Terms and definitions

- 2.1. For the purpose of these Conditions, each of the below mentioned terms and definitions has the following meaning:
 1. Application is the application „Veeam Backup and Replication“ and User has to have it installed within his IT system as a prerequisite for using the system.
 2. User is the business user which concludes a Contract with MEGATREND for his own business needs.
 3. User data are all data processed in connection with the Service, and which are directly or indirectly related to the Users.
 4. Day means calendar day, unless otherwise is expressly stated in these Conditions.

Article 3 The manner of providing Service

- 3.1. The contracting parties mutually agree that with these Conditions, attachments to these Conditions and the Request are defined all the details regarding the nature, scope and quality of the Service.
- 3.2. In accordance with these Conditions, MEGATREND allows the User to use the Service for his own business purposes, as it is defined in these Conditions.
- 3.3. In order to use the Service, the User must have a functional Veeam Backup and Replication application (hereinafter: Application) and access to the Internet.
- 3.4. Internet Access is provided by the User alone, independently of Megatrend, and the Application either alone or through the use of this Service for such type of users (option for users who do not currently have a commercial Veeam License for the Application).

Article 4 User support

- 4.1. MEGATREND provides user support regarding the Service in the manner and under the conditions defined in these Conditions and their attachments.
- 4.2. Within the scope of the maintenance, MEGATREND shall take all reasonable steps to:
 - ensure continuous functionality of the Service,
 - provide telephone assistance in solving problems while using the Service.

- 4.3. In the report of the failure respectively the problem with the function of the Service, it is necessary to state:
- address and telephone number of the User, and the name of the authorized person reporting the failure/problem,
 - as precise as possible description of the failure/problem.

Article 5 Obligations and responsibilities of the User

- 5.1. In order to avoid any ambiguity, the User shall be solely responsible for any and all acts and/or omissions in connection with the Service, in accordance with the Conditions, MEGATREND's instructions for the use of the Service, and any other instructions regarding the Service as well as the applicable regulations of the Republic of Croatia.
- 5.2. The User is obligated to provide MEGATREND with the correct and complete data required for the use of the Service and for providing user support.
- 5.3. The User is solely responsible for the implementation and enforcement of all necessary measures in order to maintain the confidentiality and security of the username and password assigned to him by MEGATREND for the purpose of using the Service, in accordance with the applicable regulations of the Republic of Croatia and these Conditions. If the User suspects or finds out that his username and/or password is compromised, or that the same has been used for unauthorized access and/or use, he is obliged to immediately notify MEGATREND via contacting data stated in the Attachment 2 of these Conditions.
- 5.4. The User is not authorized to exploit the name of the Service and/or trademarks used by MEGATREND and who are owned by MEGATREND or its partners.
- 5.5. The User shall be responsible to MEGATREND and shall be obliged to compensate all damages incurred to MEGATREND and/or third party by improper and/or unauthorized use of the Service's name and/or other trademarks used by MEGATREND.
- 5.6. The User undertakes to use the Service exclusively for his own needs and in a manner that does not jeopardize the functionality and operation of the Service. The User guarantees that the Service shall be used in accordance with these Conditions, MEGATREND's instructions for the use of the Service and any other MEGATREND's instructions regarding the Conditions of the Service, as well as the applicable positive regulations of the Republic of Croatia. The User shall bear all responsibility in case of acting contrary from what is stated in these Conditions.
- 5.7. The User is fully responsible for the content of the information and data that he transmits and stores through the Service and shall compensate MEGATREND for all incurred damages in case of unauthorized User's actions while using the Service, as well as in the case of transfer or storage of illegal content. MEGATREND does not review or monitor the mentioned data and content that the User stores or transmits using the Service.
- 5.8. The User guarantees to MEGATREND that the content that he places on Veeam Cloud Connect based on this Contract shall not include:
- content that violates applicable regulations of the Republic of Croatia;
 - content that is unethical or immoral (for example, that spreads hatred and intolerance, or contains any form of pornography, etc.);
 - content that contains viruses or similar harmful computer programs;
 - content intended for criminal activities or organizations;
 - content that constitutes as violation of third party rights, including, but not limited to, patents, copyrights and intellectual property rights, programs and instructions on hacking, or invoking illegal activities.
- 5.9. The User is solely responsible for every action and every activity related to personal and other data stored by using the Service.
- 5.10. In the event that MEGATREND receives information respectively becomes aware of the violation of these Conditions by the User, MEGATREND shall promptly notify the User thereof and temporarily disable the use of the Service. In the event of a continued violation of these Conditions by the User, respectively failure to remove an existing violation, MEGATREND reserves the right to completely disable the User from further use of the Service.

Article 6 Prices and terms of payment

- 6.1. For using the Service, the User is required to pay a monthly fee according to the applicable Price list of the Service. The monthly fee for the use of the Service in the calendar month in which the use of the Service started respectively until the termination of the Contract is calculated for the whole month, regardless of the day of the month in which the service is activated or deactivated. The Service fee shall be charged through an invoice that MEGATREND shall issue after the expiration of the accounting period for that accounting period.
- 6.2. The User is obligated to pay to MEGATREND invoice in full until due date stated on the invoice. In the event of a delay with the payment of the invoice, MEGATREND has the right to charge statutory interest rate in accordance with the applicable regulations of the Republic of Croatia.

- 6.3. If the User does not settle in full the due debts according to the MEGATREND's invoice until the due date, MEGATREND has the right, after sending a written notice of payment (hereinafter: Notice), to temporarily suspend the provision of the Service. In that case, MEGATREND shall send to the User a Notice which contains a warning that MEGATREND will disable further use of the Service if the User does not settle all of his debts based on such invoice within the deadline specified in the Notice. If the User fails to pay the due debts in question within the period of the temporary suspension of the provision of the Service which will also be indicated in the Notice, MEGATREND has the right to permanently disable the use of the Service respectively to terminate the Contract with a written notice. MEGATREND shall not be responsible for any damages that may arise due to temporary or permanent suspension of the use of the Service, respectively termination of the Contract, which has occurred in accordance with the conditions defined in this Article.
- 6.4. MEGATREND shall deliver to the User MEGATREND's Price list for the Service.
- 6.5. MEGATREND is entitled to assign claims which it has against the User to third parties, banks and debt collection agencies, in the manner and in accordance with the applicable regulations, whereby the User does not bear the costs of assignment or any other charges that may arise from the assignment of the claim.

Article 7 Right of use

- 7.1. MEGATREND grants to the User a non-exclusive, contentually and timely limited, and non-transferable right of the use of the Service, including all software that the User shall use as part of the Service, solely for his own purposes.
- 7.2. In order to avoid any misunderstanding, the User does not acquire the right of ownership or any other right in respect to the Service and software referred to in the preceding Item of this Article except those rights of use that are explicitly mentioned in these Conditions.
- 7.3. The User is not authorized to modify, adapt, change, translate or create derivative works from the Service and software referred to in the Item 7.1 of this Article, and is not authorized to copy, distribute, install, connect with other software, reverse engineer, decompile or otherwise attempt to obtain source code of the application and/or the described software, develop or make new versions of the application and/or software referred to in the Item 7.1 of this Article, nor distribute, sublicense, or use it in any way other than it is expressly permitted by the preceding paragraph. The Service and software referred to in the Item 7.1 of this Article shall be considered exclusive and irrevocable ownership of MEGATREND respectively its licensors on which MEGATREND respectively its licensor, lays all the rights including the rights of use, sale, development and customization.
- 7.4. The User is responsible for reimbursement of all possible damages incurred to MEGATREND and all intellectual property right holders regarding claims, proceedings, debts, damages, costs and expenses arising from the request based on User's violation of the provisions of this Article, in particular patent rights, copyrights, licenses, trade secrets, trademarks or other intellectual property rights of third parties.
- 7.5. In the event that the claim has been filed or a proceeding has been initiated regarding the violation of the patent and/or copyrights, licenses, trade secrets, trademarks and/or other intellectual property holder's rights of third parties or MEGATREND or intellectual property right holder reasonable expect that such procedure shall be initiated regarding the Service and/or software from the Item 7.1 of this Article, MEGATREND may at its own cost take necessary and possible measures to avoid any violation or alleged violation of these rights in the further provision of the Service. This can be done in particular by modifying or replacing the relevant part of the Service referred to in the Item 7.1 of this Article or by regulating relationships in such a way that prevents the use of the rights that have been infringed or suspected to be violated.

Article 8 Guarantee Restrictions

- 8.1. The Service is provided to the User in final form, according to the principle („as is“) and excludes any guarantee regarding any material or other defects of the Service. Although the Portal and Client's application is constantly updated, tested and maintained, MEGATREND cannot guarantee: (i) that during the use of the Service there will not be any errors in the work and (ii) the continuous operation of the Service, and that no eventual malfunctions shall occur. In any case, MEGATREND will take all steps to correct the defect/error as soon as possible, as it is described in the description of the user support.
- 8.2. In the event of any defects of the Service, the only legal remedies of the User are related to the request for providing user support, and other legal remedies are explicitly excluded to the fullest extent provided by the law. To the fullest extent provided law, all guarantees with respect to the Service are excluded, written, oral, express, implied, performance guarantees, suitability for use, and similar.

Article 9 Responsibility for the damage

- 9.1. For damages that may arise in the execution of MEGATREND's obligations stated in these Conditions, and which are caused by intent or gross negligence, the responsibility shall be unlimited.

- 9.2. In all other cases, total responsibility of MEGATREND for any damage caused to the User by the violation of MEGATREND's obligations arising out of these Conditions (by action or omission) is limited to the responsibility for ordinary (direct) damage to the maximum amount of the last monthly fee that the User has paid for use of the Service in accordance with these Conditions. Every responsibility of MEGATREND for indirect damage such as, but not limited to, negative damage or lost benefit and/or profit, intangible damage or violation of personal rights of any kind, respectively any indirect or consequential damage, loss of production, loss of data or similar, unnecessary costs, loss of data or claims of third parties, is excluded.
- 9.3. MEGATREND is not responsible for the effect or results that the User may have or which the User expects from using the Service.

Article 10 Updates

- 10.1. As the part of the Service, updates of Veeam Cloud Connect infrastructure are envisaged in a way that supports new versions of the application at the User. These updates are designed to improve, repair or enhance the Service, and can have the form of bug fixes, enhancements of the functions, new modules or completely new versions.
- 10.2. The updates will take place at regular and extraordinary intervals.

Article 11 Duration of contractual relationship

- 11.1. The Contract is concluded for an indefinite period of time.
- 11.2. After MEGATREND accepts User's request, the User shall be allowed to use the Service in accordance with the selected package ("activation of the Service") as soon as possible.

Article 12 Termination of contractual relationship

- 12.1. The User can cancel the Service at any time by sending a written notice to MEGATREND during regular business hours.
- 12.2. When the cancelation of the Service is requested, the same shall be canceled at the end of the calendar month in which the request was received if the request was received at least 3 business days before the end of the month, otherwise at the end of the following calendar month.
- 12.3. In addition to the right to temporarily and/or permanently suspend the use of the Service and the right to termination due to non-payment defined in Article 6.3 of these Conditions, each party may terminate the Contract with a written notification with immediate effect if the other party continues to violate respectively fails to fulfill its obligations stated in this Contract and/or fails to remove the consequences of any violation within 15 (fifteen) days after the receipt of the written notice in which that violation is mentioned.
- 12.4. MEGATREND has the right to terminate the Contract with immediate effect in the event that the User does not comply with the Article 5 of these Conditions.
- 12.5. In the event of termination of the Contract due to violation of User's obligations from these Conditions, MEGATREND shall not be responsible for any damages that may arise to the User due to such termination of the Contract.
- 12.6. The right to terminate with immediate effect also exists in case that bankruptcy or similar proceedings is initiated or will be initiated against the other party.
- 12.7. The User cancels/terminates the Contract with a written notice to MEGATREND, sent to MEGATREND's headquarters, and MEGATREND by sending it to the User's address specified in the Request for the activation of the service, or to the last e-mail or postal address that the User has notified him pursuant to the Item 1.4 of these Conditions (clarification: the User is responsible for ensuring that the addresses submitted to MEGATREND in the Request or pursuant to Article 1.4 of these Conditions are true and that the e-mail address provided to MEGATREND in the Request or pursuant to Article 1.4 of these Conditions are valid and functional, and MEGATREND shall not suffer any consequences if the User does not receive/accepts the notification even though it has been sent to such address and all manifestations of the will that MEGATREND sends to such addresses shall be deemed to have been received on the third day of their submission and User not accepting such notice shall not postpone the performance of the legal effects of such notice).
- 12.8. The Parties shall not be held responsible for the non-fulfilment of their obligations and for any damages incurred in connection with such failure, if the failure was due to the event of force majeure.
- 12.9. The User is required to pay all fees for Services provided up to the day of termination of the Contract.
- 12.10. The Contract can be terminated in other cases determined by the applicable regulations.

Article 13 Confidentiality

- 13.1. The parties cannot disclose confidential information relating to or connected to the Contract to unauthorized persons or any third party without prior written consent of the other party, which includes, but is not limited to commercial, financial, technical or strategic information that one party has entrusted to another for the duration of the Contract, and in particular, they cannot disclose the above information to the

direct or indirect competitors of the other party.

- 13.2. The party that violates the obligation of confidentiality from this Article is responsible for all damages, without any limitations, caused to the other party as a result of the violation of the obligation of confidentiality of information.
- 13.3. Neither party is responsible for disclosure or use of confidential information that:
 - are already known or become known to the public, except in the case of violation of the Contract or
 - must be disclosed pursuant to the law, in accordance with the request of the competent authorities.
- 13.4. The provisions of this Article shall remain in force permanently.

Article 14 Assignment

- 14.1. This Contract is binding to the contracting parties and their universal legal successors. Neither party is entitled, without the prior written consent of the other party, to assign this Contract to any third party. MEGATREND and the User agree that the above mentioned written consent, especially in the case of assignment to affiliated companies, shall not be denied without a valid reason.

Article 15 Partial nullity

- 15.1. If any of the provisions of these Conditions becomes unlawful, invalid or unenforceable in any aspect pursuant to the applicable regulations, it shall not affect the lawfulness, validity or enforceability of other provisions of these Conditions.
- 15.2. MEGATREND, its licensor and the User agree that the provision which becomes unlawful, improper or unenforceable shall be replaced by a lawful, valid or enforceable provision by their mutual agreement, which according to its economic purpose and MEGATREND's and User's intent shall correspond to the provision which has become illegal, invalid or unenforceable.

Article 16 Force Majeure

- 16.1. MEGATREND and the User are not responsible for failing to fulfill any obligation stated in this Contract if the failure is caused by force majeure (defined as an event outside the control of the contracting parties and independent of their will) that directly affects the fulfillment of the obligations of the contracting parties under this Contract, and which cannot be caused by negligence of the contracting party, since the contracting party could not foresee, prevent, avoid or remove such conditions, provided that the affected party has informed the other party in accordance with this Item of Conditions.
- 16.2. Events of force majeure include, but they are not limited to:
 - a) natural disasters
 - b) war, rebellion, riots or warfare
 - c) strike, work deceleration, boycott or other industrial actions, embargoes, restrictions, etc.
- 16.3. In case of force majeure, the affected party shall do everything to fulfill its obligations from the Contract. If the force majeure makes impossible the fulfillment of a part of the Contract and if that part is not essential for execution of the Contract as a whole, the affected party shall continue to fulfill its obligations in the part not affected by force majeure.
- 16.4. The party affected by force majeure must immediately inform the other party in writing form, stating which of its obligations cannot fulfill due to force majeure, with an assessment of the period in which it shall not be able to fulfill its obligations. A party affected by the force majeure must inform the other Party immediately after the termination of the force majeure.
- 16.5. If the events estimated as the force majeure occur, the deadlines specified in Contract shall try to be adjusted by bilateral agreement between the parties, but if the force majeure lasts more than 30 (thirty) days, the parties may terminate the Contract with immediate effect, after one party in written form informs the other.

Article 17 Relevant law and Settlement of disputes

- 17.1. These Conditions are regulated and interpreted in accordance with the regulations of the Republic of Croatia.
- 17.2. MEGATREND and the User agree to settle all disputes arising out or in connection with these Conditions by mutual consent. In case of failure, court in Zagreb shall be competent for settling disputes.

Article 18 Final provisions

- 18.1. These Conditions are replacing all prior oral or written conditions, and other direct or indirect arrangements between MEGATREND and the User regarding the content regulated by these Conditions.
- 18.2. MEGATREND shall deliver to the User these Conditions and valid price list for the Service, prior to the conclusion of contractual relationship.
- 18.3. Existing regulations of the Republic of Croatia shall apply on all mutual relations between MEGATREND and the Users that are not regulated by these Conditions.

18.4. MEGATREND reserves the right to modify these Conditions of use and price respectively price list for the Service, about which shall timely and properly inform the User (by e-mail or, for example, by publishing it on the official MEGATREND website). In case that changes of Conditions of use and price respectively price list of the Services are less favourable for the User, the User has the right not to accept such changes and within 30 days from the receipt of the notice, terminate the Contract by written notification of immediate effect, in which case he is obliged to settle his obligations for the Services provided till the day of termination of the Contract. It implies that the User has received the notification within 3 days of sending an e-mail to the User's e-mail address stated on the Request, respectively the last e-mail address that the User has submitted to MEGATREND in accordance with Article 1.6 of these Conditions.

Zagreb, 18 July 2017

Attachment 1 – Specification of the Service

Description and the content of the Service:

Veeam Cloud Connect is a cloud service provided by Megatrend in cooperation with Veeam. The Service combines the use of resources of Megatrend's data center and application (Veeam Backup and Replication, hereinafter: Application), located at the User, and intended for Backup and Disaster Recovery. Through this service, Megatrend provides the resources required for Backup and Disaster Recovery, and the User manages those resources to have Backup repository and Disaster Recovery replicas at a remote location. When using Disaster Recovery functionality through the application "full-site failover" or "partial-site failover" is enabled, and with fast performance of the Disaster Recovery procedure it is possible to run the test without interruption in regular production.

To use the service, the User must possess commercial license for the Application. Virtualization platforms VMware vSphere and Microsoft Hyper-V are supported. Prerequisite for using the Service is a connection to the Internet at the User's location. The link between the User's location and Megatrend's location of the data center location takes place over the Internet with SSL encryption.

Full supervision and control is on the User's side via the Application, and the Service allows the User to have a remote repository for his data as one of the most important requirements for business security assessment. Cloud repository functions as any backup repository - with the advantage that is available even if the primary location fails.

The service is provided through the following components:

- BaaS Package – includes the possibility of making security copies for 5 virtual servers and includes 500 GB of disk space.
- DRaaS Package - Includes the possibility of making replica for 5 virtual servers and includes 1,000 GB of disk space. Within the DRaaS package, one public IP address is included.
- An additional virtual server – in steps for one additional server, to increase resources
- Extra disk space - in steps of 100GB
- Use of DR resources - charged by the model vCPU/day and GB RAM/day, respectively processor and memory resources occupied by powered virtual servers are charged

Service level agreement: The service will be available 99.9% time on an annual basis.

Attachment 2 – Contact

1. MEGATREND POSLOVNA RJEŠENJA Ltd. (d.o.o.)

- a) tel: 01 4091 303
- b) fax: 01 4091 379
- c) e-mail: cloudconnect@megatrend.com
- d) Web site: cc.megatrend.com/en