

General Terms on the Use of “Orocon Prime” Electronic Control Module System

General Terms of Use of “Orocon Prime” Electronic Control Module System are standardized additional terms to any agreement concluded between OROCON Ltd as a service provider in respect of the possibility of the use of “Orocon Prime” Electronic Control Module System in the construction process and the recipient of these services as the User of the “Orocon Prime” Electronic Control Module System in its business operation in order to control and monitor the construction process.

Explanation of the terms used herein:

General Terms - these General Terms of Use of “Orocon Prime” Electronic Control Module System, their annexes and modifications that are valid at the time of interpretation of these Terms;

Orocon - “OROCON” SIA., company registered in Latvia with the registration No. 40103986344;

System - “Orocon Prime” Electronic Control Module System;

Agreement - Agreement that grants the right to use the System;

User - person that concluded the Agreement on the use of the System;

Parties - Orocon and User, jointly or separately;

Supplementary Agreement - Annex to the Agreement, in which the Parties provide for the conditions of the use of the System for one particular construction site;

Technological Break - indefinite period of time during which the User’s activities in the current construction site are temporarily suspended (e.g., conservation of the structure, suspension of the works due to adverse weather conditions, orders of state or municipal authorities, etc.).

Prior to conclusion of the Agreement, the User has read the content of the General Terms, agrees with them, so the General Terms shall be considered as an integral part of the Agreement. For the purpose of interpretation of mutual obligations and elimination of contradictions, the documents regarding the use of the System shall be examined in the following priority order according to their legal force: (1) Agreement on the granting of the rights for the use of the System, (2) additional agreement on attraction of certain construction sites, use of modules and subscription fee, or other modifications hereto. (3) General Terms.

1. Orocon Service

1.1. The essence of the service offered by Orocon is the User's ability to use the System online. The purpose of the use of the System is to ensure the efficiency of the construction process through the use of the virtual platform developed by the System for the provision of organization, control, monitoring, analysis of the results of the construction process and other activities that significantly improve the monitoring of the construction process.

1.2. When starting the work with the System, the User is aware of the functionalities of the System.

1.3. Continuous access to the System within the meaning of the General Terms implies:

1.3.1. granting of the access code (password) to the User;

1.3.2. User’s rights to access, enter or view data online, or to perform other activities with the System Modules in accordance with the description of the capabilities of these Modules;

1.3.3. System continuous operation every day from 6:00 to 22:00 GMT+2.

1.4. Within the period of validity of the Agreement, Orocon provides:

1.4.1. System maintenance, including development of improvements, updating and other technical support activities;

1.4.2. security and preservation of User information recorded in the System within the period of validity of the Agreement;

1.4.3. daily creation of the data backup copies;

- 1.4.4. development of the instructions for the use of the System Modules on Orocon website;
- 1.4.5. technical and informative support by phone */phone number/* or e-mail */e-mail/*.
- 1.5. Upon conclusion of the Agreement and receipt of the access code (password), the User (or its authorized representative) concludes an additional agreement on the attraction of a particular construction object and the use of the necessary System Modules (or group of System Modules).
- 1.6. The Parties may agree on the sale or rent of equipment that complements the functional capabilities of the use of the System Modules.
- 1.7. The Parties may agree on the training of the User's employees for the use of the System, including also the training fees.
- 1.8. The User is aware that Orocon provides additional services in order to improve the performance of the System or to supplement its operation, which may be available to the User upon conclusion of a separate agreement.

2. User's Status

- 2.1. The User is entitled to join as a participant of the Agreement (Party) if the following conditions are met:
 - 2.1.1. the User is a legal entity;
 - 2.1.2. the System is used within the framework of the User's professional commercial activity in the construction industry;
- 2.2. An individual or a Sub-contractor attracted by the User, a certified construction supervisor or an architect (who is not the User's employee) shall not be considered a User, but a person who uses the System for data processing on behalf of the User in the interests of the User, unless a separate agreement is concluded with such individual or subcontractor, certified construction supervisor or architect.

3. Obligations, Rights and Liability of the User

- 3.1. The User specifies true and accurate User data. The User shall notify Orocon immediately by email */e-mail/* of any changes to the User's data upon conclusion of the Agreement and in the course of the Agreement.
- 3.2. The User has the right to transfer the access code (password) to its employees or partners in order to implement the construction projects which are under the direct supervision and responsibility of the User. The right provided for in this clause shall not be interpreted as the rights that are giving the User the right to sub-lease the System in its own name.
- 3.3. User is responsible for:
 - 3.3.1. The accuracy and truthfulness of the information entered in the Agreement;
 - 3.3.2. Storage of user access data (code, passwords), non-disclosure of information to the third parties who can access the System and User data contrary to the User's interests;
 - 3.3.3. Accuracy and truthfulness of the information entered into the System, regardless of the person who performed it on behalf of the User;
 - 3.3.4. Deletion, correction, specification, etc. of the information entered into the System that is related to the changes in User information, unless the direct cause of the loss of information is a System error due to Orocon's operation.

4. Orocon Rights

- 4.1. System update or improvement, introduction of changes in the module application algorithm, or any other functional improvements or changes - these operations may be performed by Orocon at its sole discretion and shall not be considered as a violation of the Agreement to the extent that the System maintains its functionality in general, as well as the reasonable capability to use it.

4.2. Orocon is entitled to perform System updates, changes, security measures and improvements outside of the System access time (daily from 06:00 to 22:00 GMT +2).

4.3. If the changes to the System are significant and affect the structure of the System or change its application method, Orocon shall notify the User in advance prior to any such changes with the notification on the website maintained by Orocon.

4.4. If the software changes in the System are affected by the Module application procedure, Orocon provides appropriate modifications to the Module user guide.

5. System Subscription and Payment Procedure

5.1. The Parties shall determine the System Subscription Fee by signing an additional agreement on the applicable number of System Modules according to the User's choice and necessity for a particular construction site.

5.2. The User shall pay the Subscription Fee in the form of a prepayment for each subsequent month during the entire period of the applicability of the construction site for the User. The User shall be entitled to use the System if the Subscription Fee is paid not less than 7 days before the beginning of the month of application of the System Modules. If Orocon has not received a Subscription Fee to the current bank account specified in the Agreement, Orocon may restrict access to the System.

5.3. If the User delays the term for payment of the Subscription Fee, Orocon shall have the right to calculate a penalty of 0.1% of the User's debt amount for each day of delay, but not more than 10% of the User's full debt amount. Payment of the penalty shall not release the User from the obligations under the Agreement.

5.4. Orocon issues the invoice for the Subscription Fee for the next month and sends it the Users' e-mail specified in the Agreement until the 12th day of the previous month (next business day if 12th day is an off day).

5.5. The User shall not be entitled to claim and Orocon shall not refund the System Subscription Fee if the User has not used the System in whole or partially in the relevant month and it is not based on Orocon's conduct that is contrary to the General Terms.

5.6. If the amount of data placed by the User in the System in relation to the particular construction site, for which the additional agreement on the number of applicable System Modules was concluded, exceeds 20 GB, Orocon shall be entitled to increase the Subscription Fee specified in such an additional agreement by applying the coefficient 1.1.

5.7. If the application of the System is suspended prior to the execution of the additional agreement due to a Technological Break, the User shall pay a Subscription Fee of 5% of the initially specified Subscription Fee. This condition applies only to the additional agreement and the construction site, in which the activity is suspended by a Technological Break.

6. Validity of the Agreement

6.1. The Agreement shall be deemed to be concluded and shall be valid from the moment of its signing by the Parties. The additional agreement shall be valid and the User shall not be entitled to dispute its legal significance if the additional agreement is signed by the person specified in the Agreement or in another document issued by the User, who is authorized to sign the additional agreement on behalf of the User, or the User has paid the first Subscription Fee resulting from such additional agreement.

6.2. The Agreement is concluded for an indefinite period.

6.3. The User shall be entitled unilaterally to withdraw from the Agreement by giving prior notice to Orocon by email. In such a case, the Agreement shall remain in force until the User pays the Subscription Fee or there is an additional agreement on the use of the System on the construction site, whichever comes first. If the User does not subscribe to any of the System Modules for more than one year and

does not conclude an additional agreement on the use of the System Modules for the construction site, Orocon shall be entitled to interpret it as a User's unilateral withdrawal from the Agreement.

6.4. Orocon shall be entitled unilaterally to withdraw from the Agreement if the User has provided false personally identifiable information, does not pay any Subscription Fees or obviously uses the System contrary to its purpose.

6.5. After the expiry of the Agreement, Orocon shall be entitled to anonymize the data entered by the User and to use them as the statistical data for the development of analytical algorithms.

6.6. Upon the termination of the Agreement, the Parties may agree on the manner and procedure for the transfer of data copies to the User if the User so requires.

7. Copyright Disclaimer

7.1. Copyright to the System, its modules, parts or elements (including database, software, names, trademarks, algorithms, domain names, etc.) is owned by Orocon.

7.2. No rights arising from the copyright shall be granted by Orocon to the User.

7.3. The User shall not be entitled to copy, reproduce, distribute or process the System or any other copyrighted objects belonging to Orocon. The User shall not be entitled to grant the right to the use of the System to the third parties. The User shall not have the right to make changes in the way the System displays or processes data, to install software that receives data from the System in an abnormal manner.

7.4. The User assumes liability for unlawfully used copyright or related rights depending on the nature of the violation of copyright and its consequences, in accordance with applicable laws and regulations.

8. Confidentiality Disclaimer

8.1. The Parties shall fulfill their obligations under the Agreement and shall comply with the General Terms with due regard to the confidentiality of the information that is exchanged by the Parties in the course of duration of the Agreement, if this information is not publicly available.

8.2. Orocon grants confidentiality status to any data used by the User in System Modules.

8.3. Derogation from the confidentiality of information is allowable only in cases where the Party has an obligation to disclose it in accordance with the procedures specified in regulatory enactments.

9. Force Majeure Circumstances

9.1. The Parties shall not be liable for the failure to comply with the obligations under the Agreement due to force majeure circumstances. Force majeure circumstances imply the events that the Parties have not been able objectively to predict and influence, for example, natural disasters, regulatory enactments adopted by the institutions of the Republic of Latvia or European Community, strikes, war or other similar causes.

9.2. The Party may rely on force majeure circumstances if it has performed all activities in the compass of its power in order to fulfil the obligations under the Agreement, but it has not been objectively possible. Upon expiration of force majeure circumstances, the Party shall be obliged to continue to fulfill its obligations.

10. Other Provisions of the Agreement

10.1. The Parties agree that the laws of the Republic of Latvia shall be applied for the interpretation of the General Terms or for the resolution of the matters not covered by the General Terms. The Parties shall settle disputes in the courts of the Republic of Latvia.

10.2. In case of non-performance or partial performance of the General Terms, the Parties shall be liable only for the direct losses incurred by the other Party.

10.3. Orocon informs the User, but the User is aware that due to the technological characteristics, the minimal risk of data loss may only exist for data entered on one (previous) day; Orocon is exempt from liability for such day-to-day loss of data.

10.4. The Parties agree and the User is aware that the Report Modules in the System and the System as a whole do not affect or guarantee the User's profit or loss figures, and therefore do not constitute a basis for the claims for damages.

10.5. The User admits that any restrictions on the use of the System initiated by Orocon that comply with the General Terms shall not be considered as a loss-making activity.

10.6. If any clause in the General Terms becomes unenforceable or invalid due to the changes in the regulatory framework or other circumstances that are beyond the control of the Parties, this shall not affect the validity of the remaining provisions of the General Terms until the validity and continuation of the General Terms is reasonable.

10.7. The headings of the chapters of the General Terms are used for information purposes and are not applicable to the interpretation of the General Terms.

10.8. Prior to the signature of the Agreement, the User has read the General Terms and confirms that they are understandable to the User and the User shall comply with them. The person who concludes the Agreement on behalf of the User is convinced that he/she has sufficient authority to conclude such an Agreement and is aware of the legal consequences of deception of the participant.