CONTRACT & PRIVACY AGREEMENT

The company **ALAVASTRON ENTREPRENEURSHIP LTD** trading as **ALAVASTRON ENTREPRENEURSHIP** whose registered office is in **Cyprus**, thereof, hereinafter referred to as **'the Company'**

and

between you ("you" or "Customer") thereof, hereinafter referred to as **'the Customer'**.

NOW, THEREFORE, the Contracting Parties hereby mutually agree and stipulate the following:

1. DEFINITIONS – INTERPRETATION

1.1. Definitions

For the purposes of the Agreement, all capitalised words or phrases whose meaning is not otherwise stated in the Agreement's text shall have the meaning attributed to them below.

'VitrinaBox' or 'VitrinaBox technology' means an innovative online service that creates virtual walkthroughs through physical interior and exterior spaces. It combines camerawork with photographs and their analysis using image recognition technology. Virtual walkthroughs are viewed using the dedicated play code on the Internet. VitrinaBox becomes highly commercial as it enables the promotion of product codes in stores or points of interest at specific points within the walkthrough area.

'Virtual walkthrough' means virtual walkthroughs through physical interior and exterior spaces using VitrinaBox technology.

'Hosting' means the hosting service provided by the Company to enable a user (individual, organisation or company) to display the virtual walkthrough created using VitrinaBox technology online and make it accessible to Internet users. The Company has servers on rental, which are exclusively accommodated in the facilities of the Microsoft Corporation datacentre (One Microsoft Way, Redmond, Washington, US). There is a limit to the bandwidth as cited in Annex I - resources are not unlimited.

'Bandwidth' means the amount of data, measured in gigabytes (GB), which are transferred from the servers hosted by the Company to Internet users visiting the virtual walkthroughs.

'Free bandwidth limit' means the bandwidth provided free of charge by the Company to the Customer on a monthly basis, as determined in Annex I.

'Additional bandwidth' means the amount of data, measured in gigabytes (GB), in addition to the free bandwidth limit determined in Annex I.

'**Single views'** means the first view of any virtual walkthrough online for each new end user.

'Uptime': means the capacity to provide uptime for the content of the virtual walkthrough hosted for access from any part of the world, at any time, on the Internet.

'Downtime' means a possible unscheduled interruption of the viewing of the virtual walkthrough or any other service that contributes to the viewing of the virtual walkthrough because of a breakdown in the servers or an unexpected failure in the viewing code or incompatibility that may be caused by the Customer's website, which hosts the VitrinaBox viewing code.

'Stores' means the physical areas of commercial nature, measured in square meters, which accommodate the spaces to be viewed using VitrinaBox technology, with exact addresses, as described in Annex I .

'End customer' or 'consumer' means an Internet user or the physical customer of a store.

'Technology tools' means all the VitrinaBox technology capabilities that are used and consumed to draw online end customers attention to the products or points of interest that the Customer wants to communicate through the virtual walkthrough to them.

'Tag' means a technology tool that enables the viewing of information within a virtual walkthrough in a specific way – relating to product codes in stores or points of interest at pre-set points within the walkthrough area – with details about them, such as a photograph, title and description, which allows the end customer to be redirected to a specific hyperlink and to share it on social media. The Company shall provide the Customer with all information to be entered into the tags, as well as the exact locations where they are to be placed, and the specific hyperlinks.

'Tag pointer' means the element that denotes the existence of a tag at a specific point within a virtual walkthrough and which constitutes the first stimulus to which the end customer is exposed to draw their attention to the existence of that tag. The designated form of this item is a circular frame that encloses a specific icon with a specific background colour. The Company shall give the Customer the option to partly individualise the tag pointers by selecting combinations of icons and background colours from a specific variety of options available through VitrinaBox technology.

'Panorama' means a technology tool that enables the viewing of a static photo, up to HD (1280 x 720) resolution and an angle of 180-270 degrees, within a virtual walkthrough, for the better display and understanding of a space, providing additional information to the title. Panoramas also allow the placement of standalone tags at points on the static photo that have been preselected by the Customer. The maximum number of tags that a panorama may contain shall be limited to fifty and their properties shall be as described in the above cited definition.

'Panorama 360' means a technology tool that enables the viewing of a static photo, up to (4048 x 2048) resolution and an angle of 360 degrees, within a virtual walkthrough, for the better display and understanding of a space, providing additional information to the title. Panoramas also allow the placement of standalone tags at points on the static photo that have been preselected by the Customer. The maximum number of tags that a panorama may contain shall be limited to fifty and their properties shall be as described in the above cited definition.

'Panorama pointer' means the element that denotes the existence of a panorama at a specific point within a virtual walkthrough and which constitutes the first stimulus to which the end customer is exposed to draw their attention to the existence of that panorama. The designated form of this item is a circular frame that encloses a smaller preview of the static photograph contained in the specific panorama, which is displayed either on the right or on the left side of the screen, depending on the position of the panorama at the time the end customer passes through that point during their virtual walkthrough.

'Sharing on social media' means the capacity provided by VitrinaBox technology to the end customer, using the Internet and one or more of the following social media: Facebook, Twitter, or LinkedIn, to share with other Internet users specific VitrinaBox technology hyperlinks, which redirect the latter to either directly enter a specific virtual walkthrough or to specific points within a virtual walkthrough where tags have been placed.

'Published' means the public online display of the virtual walkthrough created using VitrinaBox technology, so that it is accessible to Internet users.

'Unpublished' means that the virtual walkthrough created using VitrinaBox technology is not displayed publicly online, so that it is not accessible to Internet users, only by its administrators or creators.

'Live' means the official date of display of all or some of the virtual walkthroughs created using VitrinaBox technology, so that they are accessible to Internet users.

'Points of commercial interest' means all points within a store that are designated by the Customer as important for its commercial activity.

'Full coverage' means the process of recording and photographing points (creating a continuous stream through the points of commercial interest) of the total surface area, in square meters, either of the physical space of the Customer's store (along the path a consumer follows within the store) or of an exterior space. These data are used by VitrinaBox technology as input for creating the virtual walkthrough.

'Full coverage time' means the time, as stipulated in Annex I hereto, needed to perform full coverage either of the physical space of the store or of an exterior space.

'Partial coverage' means the individual, if needed, recording and photographing of points (creating a continuous stream through the points of commercial interest), in square meters, either of the physical space of the Customer's store (along the path an end customer follows through the store) or of an external space. These data shall be used as input for creating the virtual walkthrough.

'Partial coverage time' means the time, as stipulated in Annex I hereto, needed to perform partial coverage of either parts of the physical space of the store or parts of an exterior space.

'Virtual walkthrough delivery time' means the time needed to perform the Full coverage and, afterwards, the processing of the material, using VitrinaBox technology, in order to create the virtual walkthrough, as well as the time needed in concert with the Customer to create and place the tags and the panoramas.

'Placement of technology tools' means the work that the authorised installer of VitrinaBox has to perform to process the material generated from the full coverage in order to create the virtual walkthrough and to create and place tags and panoramas therein.

'Exhaustion of technology tools' means the total erasure or mass conversion of elements of the technology tools.

'Tag creation' means the selection of a point within a specific area of the virtual walkthrough for creating a tag and the insertion therein of data, such as a photograph, title and description of the point, by use of data originally provided by the Customer to the authorised installer (employee) of the Company.

'Tag placement' means the identification of the point where the tag will be located within the VitrinaBox virtual walkthrough by use of coordinates.

'Tag exhaustion' means the total erasure or mass conversion of tag details.

'Panorama creation' means the selection by the authorised installer (employee) from the Company of a point within a specific area of the virtual walkthrough for creating a panorama with a photograph and title content, as previously designated by the Customer.

'Panorama placement' means the identification of the point where the panorama will be placed within the VitrinaBox virtual walkthrough by use of coordinates.

'Panorama exhaustion' means the total erasure or mass conversion of panorama details.

'License to display' means the right conceded to the Customer by the Company to display on electronic devices owned by the Customer (such as tablets or monitors) the product of VitrinaBox technology, resulting in the display of virtual walkthroughs to end users.

'Bug' means a syntax error in the source code of a software or a logic error in the algorithmic part of a code, which has not been detected in time. Any problems in the functioning of the custom software resulting from incorrect handling by the users or incorrect data insertion shall not constitute a bug.

'Integration' means the services provided by the Company for integrating corrections to bugs into the source code of a specific version of the VitrinaBox software product.

'Term' is stipulated in Article 5 of the Agreement.

'Insolvency' means the declaration of bankruptcy or a payment cessation status, or the entering into administrative receivership or liquidation, or the nomination of liquidator or receiver for the filing of an application for submission in a conciliation procedure, or the occurrence of any event producing results respective to those described above.

'VitrinaBox services' means the services stipulated in Annex I to the Agreement, which are provided by the Company to the Customer and which relate to VitrinaBox technology and its products during VitrinaBox the technology service period in return for the VitrinaBox technology price.

'Basic support services' or 'support' means the services stipulated in Annex I to the Agreement, which are provided by the Company to the Customer during the support period for the VitrinaBox custom software in return for the basic support price. **'Remote support'** means the remote provision of the basic support services, either by telephone or by electronic means (modem, router, VPN).

'On-site support' means the provision of basic support services and/or additional support services at the place of installation of the VitrinaBox software.

'Business days' means the days from Monday to Friday, excluding statutory holidays, namely 1/1, 6/1, 25/3, 1/5, 15/8, 28/10, 25/12, 26/12, the first Monday of Lent, Good Friday, Easter Sunday, Easter Monday & Whit Monday and any other day set as an official holiday in Greece.

'Calendar day' means all days of the week, including holidays.

'Call' means a Customer's communication with the Company (by phone or e-mail) to report a matter pertinent to the functioning of the VitrinaBox software.

'Service team on-site visit' means a visit, following consultation between the Company and the Customer, of a specialised team of Company employees or associates to the Customer's store to meet the needs of VitrinaBox technology.

'Software with specific requirements (custom)' means all additions made by the Company to the VitrinaBox software products of **'Alavastron Entrepreneurship Ltd.'** in order to satisfy the particular requirements of the Customer, as such additions are described in Annex I to the Agreement.

'VitrinaBox service period' means the period during which the Customer shall be entitled to make use of VitrinaBox technology services, as stipulated in Annex I to the Agreement.

'Support period' means the period during which the Customer shall be entitled to make use of the basic support services, as stipulated in Annex I to the Agreement.

'Custom software' means the total digitalised solution for the Customer, which includes the VitrinaBox software product of **'Alavastron Entrepreneurship Ltd.'** and the custom software.

'Additional support services' means the services stipulated in Annex I to the Agreement, as well as any other service for the restoration of failures or problems arising with the custom software, which are not covered by basic support services.

'Contracting party' means, respectively and as the case may be, either the Company or the Customer. The term 'contracting party' shall have a similar meaning.

'The Agreement' means the agreement, together with its annexes, which constitute integral part thereof.

'VitrinaBox service price' means the amount stipulated in Annex I to the Agreement that the Customer must pay to the Company to be entitled to use the VitrinaBox services throughout the VitrinaBox service period.

'Basic support price' means the amount stipulated in Annex I to the Agreement that the Customer must pay to the Company to be entitled to use the basic support services throughout the support period.

'Response time' means the time elapsing from the moment that a Customer calls to report a matter concerning the functioning of the custom software to the time that the processing recording procedure starts.

'Additional bandwidth price' means the amount stipulate in Annex I to the Agreement, measured in EUR per gigabyte (GB), which results from the consumption of bandwidth gigabytes (GB) in excess of the free bandwidth limit provided by the Company to the Customer.

'Support hours' means the period set in Annex I to the Agreement during which the Company shall provide basic support services. These hours may differ depending on the country of establishment of the Customer.

"**Controller**" or "**Data Controller**" is the natural person or legal entity, which alone or jointly with others, carries out processing of Personal Data, as well as determines the purpose and means of the processing of Personal Data.

"**EU Data Protection Laws**" means EU Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as it may be amended or replaced (including without limitation by the General Data Protection Regulation defined below) from time to time, and any applicable national laws, rules and regulations implementing the foregoing.

"**General Data Protection Regulation**" means Regulation 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, and repealing Directive 95/46/EC as of May 25, 2018.

"**Personal Data**" means any information that can identify you directly or indirectly, either alone or in combination with other information available, such as your name, customer number, shipping or billing address, or email address.

1.2.   Interpretation

(a)   The headings of the articles, paragraphs and annexes to the Agreement are provided only for reasons of convenience and shall not affect the interpretation of the Agreement.

(b)   Annexes I and II constitute an integral part of the Agreement.

(c)   In the case of conflict between the terms of the main part of the Agreement and the annexes, the terms of the annexes shall prevail.

2.   SCOPE

2.1.   Provision of Technology and Basic Support Services

(a)   On condition that the Customer duly pays the VitrinaBox technology service price and complies with the terms of the Agreement, the Company undertakes to provide the Customer with VitrinaBox technology services, during the VitrinaBox technology service period.

(b)   On the condition that the Customer duly pays the basic support price and complies with the terms of the Agreement, the Company undertakes, during the support period and within the support hours, to provide to the Customer, upon Call by the latter, basic support services to support the functioning of the custom software.

(c)   The basic support services shall not include restoration of malfunctions or reduced functionality of the custom software where these are the result of:

(i)   Generally poor, inappropriate or inadequate use or handling of the custom software;

(ii)   Attempts to repair, maintain, change or intervene in any other way in the custom software by persons not authorized by the Company;

(iii)   Installation of new equipment (hardware, system software, application software) in the system in which the custom software functions, without prior consent in writing from the Company, which it may not unreasonably withhold;

(iv)   Failure or malfunction caused intentionally or negligently during the use of the custom software by the Customer or caused by force majeure;

(v)   Changes or modifications to the design, the connection or the way the computer equipment in which the custom software is installed is used, unless the Company has provided its prior consent in writing;

(vi)   Additions of other software to the custom software, without the Company's prior consent in writing, which the latter may not unreasonably withhold;

(vii)   Failure or malfunction of the custom software caused by viruses or malicious attacks by third parties;

(viii)   Poor functioning of the custom software due to a malfunction in the equipment where it is installed, following accidental destruction or damage or loss thereof, such as accidents, negligence, fall in voltage, power cuts, air conditioning system shutdown (if air conditioning is necessary), moisture, damage caused by storage and, in general, damage from causes for which the Company is not responsible.

(d)   If the Company is called to repair damages or malfunctions of the custom software that fall within any of the above-mentioned cases, the Company shall provide the relevant services as additional support services and the provisions of Article 2.2 hereof shall apply.

(e)   The contracting parties also explicitly agree that, if, during the provision of basic support services, the number of pre-purchased support cases as cited in Annex I is exhausted before the support period ends, where the Company is called to provide the services, it shall provide the relevant services as additional support services, in

accordance with the provisions of Article 2.2 hereof, i.e. using/consuming hours from the pre-purchased hours of work.

3. GENERAL PRINCIPLES OF SUPPORT PROVISION – TERMS – LIMITATIONS

(a)   The response time cited in Annex I to the Agreement shall apply if customer calls are made within the support hours and provided that the response time is exhausted within the support hours of the same calendar day. The response time cited in Annex I to the Agreement shall not apply to the provision of additional support services.

(b)   If the provision of basic support services and/or additional support services has to be made on Customer's premises, the Customer must facilitate the access of the Company's specialised staff to its premises.

(c)   It is explicitly agreed between the contacting parties that, throughout the term of the Agreement and regardless whether the Agreement is terminated or not, the maximum total amount of compensation to be paid for restoration of damages suffered by the Customer, either due to non-contractual behaviour of the Company and/or its assignees and/or agents, or due to concurrence of any lawful grounds for liability on the part of the Company and/or its assignees and/or agents, may not exceed the sum of the net value of the VitrinaBox technology price and the basic support price payable.

(d)   To the maximum extent permitted under Cypriot law, the Company shall have no liability towards the Customer for any business damage, loss of profit, loss of data, loss of ability to use data, loss of goodwill or clientele and for any other type of consequential, indirect or subsequent (future) losses due to negligence.

(e)   The limitations of the Company's liability as described under (c) and (d) above shall continue to apply even after the expiration or termination, in any manner whatsoever, of the Agreement.

(g)   The Company must notify the Customer by email on the days that the Customer consumes 80% of the total gigabytes (GB) of the free bandwidth limit as stipulated in Annex I.

(f)   The Company must notify the Customer by email of the bandwidth gigabytes (GB) the Customer consumes daily, after the Customer has consumed 100% of the total gigabytes (GB) of the monthly free bandwidth limit stipulated in Annex I.

4. PRICE – PAYMENT

4.1. Basic Support Price – Adjustment

For the provision of the basic support services, as described in Annex I, relevant to the support of the functioning of the custom software, the Customer shall pay the Company the basic support price stipulated in Annex I. If the term of the Agreement is renewed or extended, the basic support price shall be automatically adjusted and increased by the Consumer Price Index rate that was applicable in Greece in the immediately previous calendar year.

4.2. Invoicing – Payment

(a)   The VitrinaBox Service price, the basic support price and the additional bandwidth price shall be invoiced by the Company as laid down in Annex I to the Agreement.

(b)   The Customer shall pay the amounts of the respective invoices within the payment period (the 'payment period') prescribed in Annex I. The invoice issue date shall be the commencement date of the payment period and the last payment period day shall be the due date, unless it coincides with a holiday, in which case the next business day shall be the due date.

4.3. Taxes

The VitrinaBox services price, the basic support price, and the additional bandwidth price laid down in the Agreement as payable by the Customer shall not include value added tax ('VAT') or any other taxes, fees and/or duties that may, in the future, be imposed under applicable law on the provision of goods or services by the Company. VAT and any other tax that, pursuant to applicable tax law, is to be borne by the Customer shall be added to the above amounts.

4.4. Expenses

All expenses are cited in Annex I.

4.5. Individual Responsibility of the first Contracting Parties

It is explicitly agreed that each of the Customer's companies (i.e. the first contracting parties) shall be individually and separably liable up to the amount stipulated in Annex I hereto, explicitly excluding any joint and several liability. Therefore, both the price stipulated herein for VitrinaBox services, basic support services, and additional technical support services, and any other obligation hereby undertaken by the first contracting parties shall be allocated between the first contracting parties as per the amount stipulated in Annex I, unless otherwise stipulated.

4.7. Customer's warranty in case of Insolvency

Notwithstanding the terms of paragraph 4.6 above, if the Company liable to make the payment is rendered insolvent, the Customer, having been informed of the terms of the Agreement and the individual amounts of the VitrinaBox service price, the basic support price and the additional bandwidth prices that each of the Customer's individual companies shall pay, hereby warrants as primary obligor the payment of all individual amounts, unconditionally waiving henceforth the benefits and rights deriving from the relevant articles of the Civil Code.

5. TERM OF THE AGREEMENT

(a)   The Customer may use VitrinaBox services and basic support services solely for the VitrinaBox services and support services periods stipulated in Annex I hereto ('term'), and there may not be or be deemed to have occurred any express or implied oral or unilateral declaration of extension or renewal of these periods in any way whatsoever.

(b)   Upon expiry of the term, the Agreement may be renewed or extended only by new written agreement of the contracting parties.

6. SUSPENSION

The Company shall maintain the right to suspend, without penalty, the provision of VitrinaBox services, basic support services or additional support services in any country where the Customer is established, if the establishment in that country has outstanding and overdue debts.

7. TERMINATION

7.1. Termination by the Customer

The Customer may terminate the Agreement in writing, exclusively and only:

(a)   immediately, following written notice, in the event the Company becomes insolvent;

(b)   following prior written notice of thirty (30) calendar days, if the Company violates a term of the Agreement and does not proceed to restoration of the violation within the above-mentioned period from the receipt of the written notice in which the Customer has notified the Company of the specific violation and with explicit reference to this Article 7.1(b).

(c)   due to occurrence of a force majeure event, as specifically laid down in Article 9.4 hereof;

(d)   on no serious ground, following prior written notice of sixty (60) calendar days.

7.2.   Termination by the Company

The Company may terminate the Agreement in writing, exclusively and only:

(a)   immediately, following written notice, in the event the Customer becomes insolvent;

(b)   following prior written notice of thirty (30) calendar days, as long as the Customer violates a term of the contract and does not proceed to restoration of the violation within the above period from the receipt of the written notice, by which the Company notifies the Customer of the specific violation and makes explicit reference to this Article 7.2(b);

(c)   following prior written notice of fifteen (15) calendar days, if the Customer fails to proceed to the proper payment of the VitrinaBox service and/or the basic support and/or additional bandwidth prices;

(d)   due to occurrence of a force majeure event, as specifically laid down in Article 9.4 hereof;

(e)   on no serious ground, following prior written notice of sixty (60) calendar days.

7.3.   Consequences

Upon termination, the Customer's right to make use of VitrinaBox services, the basic support services and the additional support services shall expire and any amounts owed by the Customer to the Company, according to the terms of the Agreement, shall become immediately due and payable. Termination or expiration of the Agreement in any manner whatsoever shall not affect:

(i)   the obligations of the contracting parties arising prior to the termination or expiration of the Agreement, or because of such termination or expiration; and

(ii)   the validity of the terms of the Agreement for which there is explicit reference to the fact that they shall remain binding after expiration or termination of the Agreement.

8.   CONFIDENTIALITY

8.1.   Confidential Information

No contracting party shall acquire rights to information or data directly or indirectly disclosed or communicated to it by the other contracting party on conclusion or during the term of the Agreement, in the context of the execution of the subject hereof or due to it, indicatively but not limited to, data or information about the clientele or data constituting professional or other confidential or sensitive material from a competitive aspect (hereinafter 'confidential information'). On the expiration or termination, for any reason, of the Agreement, each contracting party must deliver to the other party all confidential information in its possession.

8.2.   Confidentiality Obligation

(a)   Without prejudice to applicable Greek law, each contracting party must:

(i)   keep the secrecy of the confidential information of the other Party, demonstrate confidentiality and, at least, the same diligence as that demonstrated for keeping the secrecy of its own confidential information, as well as not disclose to any third person such confidential information, without the other party's consent in writing, excluding competent employees, executives, agents and performance assistants thereof, to whom it may communicate such information only to the extent necessary for the correct fulfilment of its contractual obligations;

(ii)   ensure that its employees, executives, agents and performance assistants are aware of the confidential or secret nature of the confidential information, as the case may be, of the other party and that they comply, without derogation, with the obligations provided for in this Article, being responsible for any violation thereof by such persons;

(iii)   not alter or remove identification marks or signs, intellectual and/or industrial property or ownership indications that refer to the owner of the confidential information; and

(iv)   notify the other party promptly and in writing, regarding incidents that it receives knowledge of, and are related to possession, use or knowledge of confidential information, by any persons apart from those entitled to hold, use, or know them on the basis of the Agreement.

(b)   The aforementioned confidentiality obligation and the prohibition to disclose, provided for by this Article, shall not relate to information or data identical to or similar to the confidential information that:

(i)   was lawfully held by a party, before that party received such information from the other party, and that the party in question can prove in writing;

(ii)   are provided, at a subsequent time, by third persons (for the purposes of this paragraph, associated companies shall not be regarded as third persons), without any confidentiality obligation towards third parties existing;

(iii)   their disclosure is made by virtue of a legislative or regulatory provision or court order binding the contracting party to disclose the information,

on the condition that, in all cases as above, the contracting party which makes a disclosure to the extent permitted by law, makes all reasonable efforts to notify the other contracting party before such disclosure.

8.3.   Effect

The terms of this Article shall continue to apply for a period of two (2) years from the expiration or termination, in any way, of the Agreement.

9.   GENERAL TERMS

9.1.   Assignment

(a)   The Customer hereby gives its consent to:

(i)   subcontract, in whole or in part, the performance of its obligations as listed by the Company or as otherwise communicated to Customer, remaining, nevertheless, liable to the Customer;

(ii)   assign its rights deriving from the Agreement in relation to the collection of the VitrinaBox price, the basic support price and the additional bandwidth prices to any credit or financial institution of its choice.

(b)   Moreover, the Company may, with the written consent of the Customer, which the latter may not unreasonably delay or withhold:

(i)   transfer the Agreement to an associated company;

(ii)   award partially or wholly the execution of its contractual obligations to an associated company while remaining exclusively liable to the Customer as if it were the Company itself that was carrying out its obligations; and

(iii)   award partially or wholly the execution of its contractual obligations to other subcontractors, except for those cited in Article 9.1(a) above, while remaining exclusively liable to the Customer as if it were the Company itself that was carrying out its obligations.

9.2.   Prohibition to offer enticements to staff

The contracting parties hereby acknowledge and guarantee that, without the other contracting party's consent in writing, they shall not employ, in any way, or offer work to any employee or worker of the other contracting party (under a dependent employment contract, or in any other manner), throughout the term of the Agreement and for a period of twelve (12) calendar months following its termination or expiration. In case of violation of the above term, the infringing party shall pay the other party a penalty clause equal to the salaries that would be paid to the departing employee for two (2) years, which is regarded by the contracting parties as fair and reasonable in view of the investment in, and the training of, the employee, without the infringing party being entitled to request a decrease thereof.

9.3.   Waiver

(a)   Unless explicitly stated in the Agreement, any failure or delay by a contracting party to require the other contracting party to fulfil any term of the Agreement shall not nullify the contracting party's right to claim such fulfilment at a subsequent time.

(b)   Unless explicitly stated in the Agreement, any non-exercise of any right by a contracting party shall not be regarded as a waiver of such right.

(c)   No term of the Agreement shall be regarded as modified due to the manner in which the Agreement is executed.

9.4.   Force Majeure

In case that the provision of any service or the fulfilment of any obligation assumed by a party in accordance with the Agreement is obstructed, limited, delayed or impeded due to events not subject to the control of such party, namely force majeure events, such as, indicatively but not restrictively, acts of god, detrimental weather conditions, floods, drought, lightning, fire, strikes, earthquakes, outbreak of war, the party shall be released from the obligation to fulfil such specific obligation for as long as the force majeure event lasts, being obliged to notify the other party of the onset and ending of such an event. If the force majeure persists for over thirty (30) Calendar Days, the other contracting party may terminate the Agreement in writing and without penalty for any of the contracting parties. The termination shall enter in effect on the date the termination notice is received.

9.5.   Integrity of the Agreement

(a)   The contracting parties explicitly state that they have negotiated all terms of the Agreement and that the terms of the Agreement have become the subject of individual negotiation between the two parties.

(b)   If any term of the Agreement is regarded as null or void for any reason, such nullity shall not affect the validity of the other terms of the Agreement. The contracting parties shall replace such invalid term with a valid revision which approximates as closely as possible the intentions of the parties and the economic consequences of the invalidated term.

(c)   If any term of the Agreement regarding the limitation of liability is judged to be void in relation to specific categories of liability, such invalidity shall not affect the validity of such term with regard to all other categories of liability.

9.6.   Entire Agreement

With the exception of cases explicitly defined, the Agreement expresses the entirety of the agreement between the parties with regard to its scope and prevails over all previous agreements, settlements, rights, obligations or debts between the parties with regard to its subject. In entering into the Agreement neither of the parties relied on statements, commitments or other guarantees besides those clearly defined herein or to which the Agreement makes reference.

9.7.   Amendment

All terms of the Agreement shall be material and no amendment to, or change of, the terms of the Agreement shall be valid, unless agreed in writing by the parties' legal representatives.

9.8.   Dispute Resolution – Applicable Law

(a)   The contracting parties shall make every reasonable effort so that any dispute, doubt or disagreement that may occur, either as to the interpretation or as to the execution of the Agreement and the claims generated by it, is resolved through negotiation in good faith, within a reasonable time from the date on which one of the parties expresses the disagreement in writing.

(b)   If such dispute is not resolved in this way, it shall be resolved exclusively and solely by the competent Courts of Nicosia and Cypriot law shall be the applicable law.

10.   PERSONAL DATA

10.1.   General Personal Data Clause

The contracting parties acknowledge that, within the context of their collaboration, no order for personal data collection and processing is given by the Customer to the Company.

However, where the Company, within the framework of the Agreement, comes into contact with personal data as laid down in the General Data Protection Regulation (EC) 2016/679 of the European Parliament and of the Council ('GDPR'), irrespective of whether these data are contained in a physical or digital file, the Company states and warrants that

(a) it has taken into account and complies with the conditions and procedures laid down in the GDPR for the protection of the personal data accessed under the Agreement;

(b) it shall promptly notify the Customer of any such access; and

(c) it shall jointly sign with the Customer an addendum or a private agreement on personal data protection under the GDPR.

10.2. Collection of Information

We collect Personal Data you provide when you use this service. This may include, but is not limited to, the following situations: where you are providing information when you request information about, or use, a product or service available through this service, or information you provide when you purchase a product or service through this service; where you are entering a contest or a promotion, ordering a newsletter or using other informational tools; and where you are submitting an order or purchasing, downloading and/or registering products and/or signing up for additional services through this service.

The information we collect and/or process includes your name, e-mail address, IP address, address, and other information about you submitted to verify who you are or to work to prevent fraud. If you contact our customer service, we may collect similar or additional Personal Data you knowingly and voluntarily provide through your contact with our customer service representatives.

We also collect information that is sent to us by your web browser when you use this service, which may include without limitation information that does not identify you personally (such as the date and time of your visit, information about your web browser, etc.). The information we receive in such manner depends on the settings on your web browser. If you have created a user identity on one of your visits to this service, we may link the information provided by your browser to information that identifies you personally and use it for the purposes described below. Please see below our cookies policy and review the settings of your web browser as described below if you want to learn what information your browser can send or how to change your browser settings.

We may also receive certain Personal Data about you from third parties when you have agreed via a third party's form/Website to share such information with us, such as through your use of a social network authentication to sign in to this service Engine.

10.3. Cookies and Other Tracking Technologies

A cookie is a commonly used automated data collection tool. Cookies are small text files that are placed on your computer or device by websites that you visit or HTML-formatted emails you open, in order to make websites work, or to work more efficiently.

We may use cookies, web beacons, pixel tags or other similar technologies on our Websites or emails to, among other things:

Tailor information presented to you based on your browsing preferences, such as language and geographical region;

Collect statistics regarding your Website usage;

Provide us with information to support technical functionality of service, improve the Website experience and measure marketing effectiveness; and

In some cases, to enable a third party to deliver future advertising for our products and services to you when you visit certain Websites owned by such third parties.

In any case, if you want to manage, deactivate or authorize the cookies, you can use the below links:

Internet Explorer : https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies

Chrome : https://support.google.com/accounts/answer/61416?hl=en

Safari : https://support.apple.com/en-us/HT201265

Mozilla : https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences

Opera : http://help.opera.com/Windows/10.20/en/cookies.html

The Agreement, after having been read, was agreed by the contracting parties.

THE CONTRACTING PARTIES

On behalf of the Company '**ALAVASTRON ENTREPRENEURSHIP LTD**' and on behalf of the Customer by agreeing to these terms, you represent and warrant that you have the authority to accept this Agreement, and you also agree to be bound by its terms.

ANNEX I

ANALYTICAL TABLE OF SERVICES			
Term of VitrinaBox services	1 up to 12 months		
Term of basic support services	1 up to 12 months		
Term of virtual walkthrough hosting services	1 up to 12 months		
Start date of the above services			
End date of the above services			
VitrinaBox service hosting	Up to 2 GB (gigabytes) per month		
Free bandwidth limit	Up to 1000 GB (gigabytes) per month		
VitrinaBox service downtime	Uptime: 95% uptime Downtime per year: 18.25 days Downtime per month: 36 hours Downtime per week: 8.4 hours		
Total number of tag creation and placement	20 Tags		
Total number of panorama creation and placement	5 panoramas		
Support hours	Monday-Friday: 10.00 - 21.00 Saturday: 10.00 - 20:00		
Ranking of priorities	1-High	2-Medium	3-Low
Response time by priority	Priority 1: up to 4 hours	Priority 2: up to 24 hours	Priority 3: up to 48 hours
Number of stores	One store		

Store address	Customer physical store address
Total square meters of full coverage per store	up to 1000 m^2.
Number of service team on-site visits for full coverage of store per calendar year	Up to 1 visit maximum
Full coverage time for a store	72 hours maximum
Total square meters of partial coverage per on-site visit	1000 m^2 maximum
Number of service team on-site visits for partial coverage of store per calendar year	Up to 1 visit maximum
Hours of work for partial coverage of store	Up to 2 hours maximum
Hours of work for virtual walkthrough delivery	3 calendar weeks maximum

VITRINABOX SERVICES:

1   Service team on-site visit for full coverage of store area of a certain number of (Analytical Table of Services in Annex I) square meters.

2   Service team on-site visit for partial coverage of store areas of a certain number of (Analytical Table of Services in Annex I) square meters.

3   Creation of live virtual walkthroughs for the total store or parts thereof for a specific (Analytical Table of Services in Annex I) period.

4   Virtual walkthrough hosting for a specific (Analytical Table of Services in Annex I) period.

5   Creation and placement of a specific (Analytical Table of Services in Annex I) number of tags and panoramas.

BASIC SUPPORT SERVICES

1   Remote support through remote access to the Customer's system where the VitrinaBox custom software is installed.

2   The basic support services provided relate to Customer support. Within the context of this support, no calls or e-mails directly from the stores shall be accepted. For any calls and e-mails to be accepted, they must be made from the Customer's Marketing Department & IT Department, which must send the relevant cases using the contact details cited below.

3   Support services for correcting errors resulting from poor handling or incorrect data import into the custom software.

4   User training services (for specific matters, following consultation).

CUSTOM SOFTWARE SUPPORT & UPGRADE SERVICES

1   Integration of bug corrections for the VitrinaBox software product provided by '**Alavastron Entrepreneurship Ltd.'** into the custom software.

2   Integration of bug corrections into the custom software.

3   Guidance to the main users from the Marketing & IT Departments in the operation of the software (this relates to simple handling/procedural matters).

4   Reception and handling of support cases related to the software and then characterisation and analysis of the support cases by e-mail.

RULES OF THE BASIC SUPPORT SERVICES

Obligations of the Customer's IT Department Customer's IT Department shall be responsible for the installation and operation of the necessary telecommunication means and connections to provide the Company with remote access to the Customer's offices and, from that point, access to the stores. If an insurmountable problem related to connections or urgent matters that need to be resolved arises, a consultant shall visit the Customer's headquarters, by way of exception, following consultation.

Contact details for provision of basic support services:

e-mail: admin@vitrinabox.com

ADDITIONAL SUPPORT SERVICES

1   Provision of support for additions, corrections, new requirements that may arise at custom software level (change request).

2   Development of new requirements (change request) assigned via e-mail.

ECONOMIC DETAILS

Invoicing time for additional bandwidth price: The price shall be invoiced within the first ten (10) business days of each month.

Invoicing time for service price: The price shall be invoiced in equal monthly instalments on the last business day of each month.

Payment deadline for the service price: Thirty (25) calendar days from the invoice issue date.

Payment deadline for the additional bandwidth price: Within the invoice issue month.