

TGNDATA - MASTER SUBSCRIPTION AGREEMENT (MSA)

This present document with title "TGNDATA - MASTER SUBSCRIPTION AGREEMENT" is a legally binding agreement governing the delivery and usage of services. The Capitalized terms of this agreement, have their definitions set forth herein in Section 1. This document is public & published in the world wide web, located at the unique uniform resource location https://www.tgndata.com/TGNDATA_MSA.pdf for anyone to access it, it was **last updated on 29/7/2024** and it's effective to its parties as of the date the parties accepted this **Agreement** herein called the "Effective Date".

Authority and copyright of this document belong to **TGNDATA** (as defined in Section 1.1.2 below), who solely may update its content without any warning, nevertheless active customers that have signed an order form governed by a previous version of this current document, are not affected at all till end date of their agreed services purchase. Updates are enforced upon renewal order or automatic renewal date where the customer is responsible of reading and accepting the newer version. Present document and any relevant parts, orders or annexes are written in the English language, parties entering this agreement also agree to have knowledge of the English language, fully understood all terms, and forfeit their right to oppose to its content.

If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that has the authority to bind such entity to these terms and conditions. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the services provided through it.

1. DEFINITIONS

- 1.1. "Agreement"** means this present document with title "TGNDATA - MASTER SUBSCRIPTION AGREEMENT" a legally binding agreement for services rendered.
- 1.2. "TGNDATA"** is the party of this Agreement delivering services. Is the legal entity entering into Agreement to deliver services bill the customer and receive payments, the address to which the party receiving and using those services should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where party receiving services is domiciled according to the below table.

If the party receiving services in this Agreement is domiciled in:	The "TGNDATA" entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Germany, Netherlands, the United Kingdom, or any Country in Europe, the Middle East, Africa, United States, Asia, or the Pacific region. <i>(Except countries of SSE region below)</i>	TGNDATA Germany GmbH, a limited liability company, incorporated in Germany - Hof HRB 5506, USt IdNr. DE815590675	TGNDATA Germany GmbH, Ludwigstr. 13, Schwarzenbach a.d Saale 95126, Bavaria Germany, attn: Director, with a copy to attn: Legal Department - Omirou 2 Str, Kifissia 145 62, Attica Greece.	Germany	Munich, Germany
Countries in (SEE) Southeast Europe region, specifically (Albania, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Greece, Kosovo, Moldova, Montenegro, North Macedonia, Romania, Serbia, Slovenia).	TGNDATA Hellas SMPC, a limited liability pravate company, incorporated in Greece – Reg. Nr.134145903000, VatID EL800651474	TGNDATA Hellas SMPC, Athinon avenue 142, Athens 10442, Attica Greece, attn: Director, with a copy to attn: Legal Department - Omirou 2 Str, Kifissia 145 62, Attica Greece.	Greece	Athens, Greece

- 1.3. "Order Form"** means an ordering document or online order for services, specifying the **Services** (as defined in Section 1.4 below), to be provided hereunder that is entered into between TGNDATA & and the party ordering to receive and use those services, including any additions & supplements to that.
- 1.3.1.** The Order Form accepted by the Customer clearly references this present document with title "TGNDATA - MASTER SUBSCRIPTION AGREEMENT" and it's published location https://www.tgndata.com/TGNDATA_MSA.pdf, stating and informing that the party submitting the Order Form agrees to be receiving services by TGNDATA bound completely and unconditionally by the terms of this Agreement.
- 1.3.2.** The Order Form document includes at least but not limited to, the information of company or legal entity that will be receiving services, the name surname and email address of the individual submitting or signing the form, the name of the services, the amount of the services in any metric that these services can be measured, duration of the service usage with a defined start date and end date, the total cost, payment way and payment due date.
- 1.4. "Services"** means the products and services that are ordered to and delivered by TGNDATA, any kind of services delivered by TGNDATA to another party ordered under an Order Form governed by this Agreement.
- 1.5. "Customer"** is the party of this Agreement receiving and using services. The individual, company or legal entity accepting & entering this Agreement to receive the Services by TGNDATA via one of the two acceptance ways,
- 1.5.1. Customer** receives via electronic email with an **Order Form** document, with the request to sign it via electronic signature, which is an internationally accepted legal way to get consent or approval on electronic documents or forms. The document clearly points just before signature position the text: *"I FULLY UNDERSTAND THAT UPON SIGNATURE OF THIS ORDER FORM, I ACCEPT A LEGAL BINDING AGREEMENT FOR SERVICES RENDERED, GOVERNED FULLY AND ONLY BY THE TERMS OF THE "TGNDATA - MASTER SUBSCRIPTION AGREEMENT" PUBLICLY PUBLISHED AT https://www.tgndata.com/TGNDATA_MSA.pdf WHICH I ALLREADY HAVE READ & UNDERSTOOD."*
- 1.5.2. Customer** will access an internet webpage, via any kind of electronic device, with the unique domain name www.tgndata.com and fills an **Order Form**. To submit the filled Order Form, Customer must consent via a mandatory for submission step, requested to click (check) a box indicating acceptance on the text *"I AGREE TO THESE TERMS AND CONDITIONS OF MY SUBSCRIPTION"*, with the TERM AND CONDITIONS being the current document and all its content which is publicly shown at the point of acceptance.
- 1.5.3.** TGNDATA direct competitors, thus an individual or legal entity delivering privately or publicly services that are similar to **TGNDATA Services** regardless of the geographical location or sector that they apply to, or affiliated parties to those individuals or legal entities, are prohibited from using any of the above ways of ordering or accessing the services of **TGNDATA**, except if a prior written consent by **TGNDATA** exists, Else that individual, legal entity or affiliate will be breaching this agreement.
- 1.6. "Content"** means information obtained by TGNDATA both with automated and manual research processes, from publicly available sources or its third-party content providers and made available to Customer through TGNDATA Services.
- 1.6.1.** This information generates the Services of TGNDATA that are delivered in many different shapes, files, styles. Sources origin for this information can be from any country, same or other than the country the Customer is domiciled in, if they publicly display information relevant to the TGNDATA Services such as but not limited to, displaying factual information on the price, availability or discount of a product or service that the Customer also displays or is interested into getting information about. Nevertheless, numeric information regarding prices of products or Services, can be subject of restriction, to be sourced only by countries where the currency used is the same as the currency in the country the customer is domiciled in, without the need of dependence on exchange rates.

1.6.2. TGNDATA uses the above information to deliver services such as the following but not limited to, TGNDATA uses automatism and software relating to IT system of its intellectual property, to research e-commerce stores and locate the products displayed by them for sale that correspond to products the Customer sells through stores, or through an online shop or displays and advertises them for sale through a marketplace platform. TGNDATA performs automatic research and legal data collection exclusively freely accessible, and public sources. Within this service, each retail product is a separate entity with its own data that is clearly and publicly displayed in online stores and marketplace platforms. The list of these products may be changed daily by the Customer without prior notice. In case there are changes to the new list of the Customer of more than 5% in comparison to the latest list submitted by the Customer, then there should be prior notification to TGNDATA in order to supervise the proper and smoothly functioning of the synchronization process, as well as to provide an update regarding the completion date. The Customer has access to the services provided by TGNDATA through electronic data files, as well as through an online platform, in which solely the Customer and its designated executives, will have access by using the login credentials that the provider will deliver to the company. The purpose of this service is to inform with ease and in an aggregated way the Customer and its executives about its pricing policies in relation to the rest of the market, as well as informing on product availability and promotional activities of its own and its competitors, at any time and in twenty-four hour basis with 90% of the data being updated within the last one hour and the remaining 10% of them within a maximum of three hours. The Customer has the ability to monitor an unlimited number of competitors, by an unlimited number of users and have unlimited usage of the systems and information resulting from the services of TGNDATA.

1.6.3. The Content can generate many other services agreed to be received by the Customer in the Order Form such as monitoring of assortment range, promotions market share and more. Customer has already made use or tested all services of the Order Form and are all governed by this Agreement.

2. TGNDATA RESPONSIBILITIES

2.1. Acceptance of Order Form and Agreement by TGNDATA. Upon signature or submission of an Order Form by the Customer, the Order Form directly becomes legally binding governed by this Agreement and accepted by TGNDATA without any further action unless it is rejected by TGNDATA informing the customer in written for any of the following reasons: (a) the signatory/submission individual does not have the authority to bind the Customer, (b) the customer information is incomplete or non-sufficient, (c) TGNDATA is not able or does not wish to deliver services to the customer.

2.2. Provision of Services. TGNDATA will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable TGNDATA standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which TGNDATA shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond TGNDATA reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to TGNDATA subject to Customer's use of the Services in accordance with this Agreement and Order Form.

2.3. TGNDATA's role. is a software provider company with the subject of, among others, activities referring to computer programming of electronic systems. By the Customer acceptance of an Order Form thus also this Agreement, Customer has already used a pilot/demo/test of delivered services and concluded that TGNDATA has the sufficient expertise to provide the agreed in the Order Form Services. TGNDATA Services, though not limited to, are mainly the provision of access and use of an online information system, intellectual property platform, owned by TGNDATA, statistical monitoring and analyzing online and offline information from the Retail, Manufacturing, Energy, Services and other sectors, with the purpose of assisting the Customer on optimizing its business strategy.

2.4. Protection of Customer Data. TGNDATA will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data. TGNDATA is authorized to access, process, use, modify, delete or disclose Customer Data solely for the purpose of providing the Services as outlined in the agreement and accompanying documentation. This includes providing support services and addressing any service or technical issues that may arise. Any such access or disclosure of Customer Data will only be done in compliance with applicable laws and regulations, or as expressly permitted in writing by the Customer.

2.5. TGNDATA Personnel. TGNDATA will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with TGNDATA's obligations under this Agreement, except is otherwise agreed.

3. USE OF SERVICES AND CONTENT

3.1. Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by TGNDATA regarding future functionality or features.

3.2. Usage Limits. Services and Content are subject to usage limits specified in Order Forms. If Customer exceeds a contractual usage limit, TGNDATA may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding TGNDATA's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon TGNDATA's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3. Customer Responsibilities. Customer will (a) be responsible for the usage of TGNDATA Services and compliance with this Agreement, and Order Forms, (b) be responsible for the accuracy, correctness and legality of Customer information, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify TGNDATA promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Order Forms and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer that in TGNDATA's judgment threatens the security, integrity, or availability of TGNDATA's services, may result in TGNDATA's immediate suspension of the Services without any compensation to the Customer, however TGNDATA will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4. Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer, or use any Service or Content for the benefit of anyone other than Customer and legal entities of the same group of companies as the Customer, unless expressly stated otherwise in an Order Form or written consent by TGNDATA, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a TGNDATA Service or to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a TGNDATA Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of TGNDATA intellectual property except as permitted under this Agreement or an Order Form, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or use access to build a competitive product or service, build a product or service using similar features, functions or graphics of the Service, copy any features, functions or graphics of the Service, or determine whether the Services are within the scope of any patent. If Customer receives notice, that Content may no longer be used or must be removed,

modified and/or disabled to avoid violating the Acceptable Use Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in TGNDATA's judgment continued violation is likely to reoccur, TGNDATA may disable the applicable Content, Service.

4. FEES AND PAYMENT.

- 4.1. Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services and Content subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant subscription term. The Contracting Parties agree that the remuneration agreed in the Order Form is reasonable and fair and in accordance with the subject of the Services.
- 4.2. Invoicing and Payment.** TGNDATA will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due maximum (except agreed otherwise) 30 days from the invoice date to be paid by deposit/wire transfer to TGNDATA bank account stated in the invoices. Customer is responsible for providing complete and accurate billing and contact information to TGNDATA and notifying TGNDATA of any changes to such information.
- 4.3. Overdue Charges.** If any invoiced amount is not received by TGNDATA by the agreed due date, then without limiting TGNDATA's rights or remedies, (a) those charges may accrue late interest at the interest rate of 3% of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, and/or (b) TGNDATA may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.
- 4.4. Suspension of Service and Acceleration.** TGNDATA will inform the Customer in written form via electronic email, (a) for an upcoming payment due date that needs to be met within the last 3 days before the due date, (b) for an overdue payment as soon as the due date has passed and at least within 3 days, if the payment is not already debited to TGNDATA. From the time an overdue payment notice has been sent, the Customer has a maximum limit of 10 calendar days to resolve any issue that created the overdue and complete the payment, else, TGNDATA is authorized suspend Services until such amounts are paid in full.

5. PROPRIETARY RIGHTS AND LICENSES

- 5.1. Reservation of Rights & Intellectual Property.** Subject to the limited rights expressly granted hereunder, TGNDATA reserves all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. Data, information, software, and systems with all their content, as well as any database provided by TGNDATA, are intellectual property of TGNDATA and will remain in the absolute property of TGNDATA, throughout and after by any manner, termination of the present. In addition, the above-mentioned are expressly protected by Intellectual Property Law and by Unfair Competition Law. Both parties agree and accept that, in case of the Customer violates the rights of TGNDATA and uses Services, Content, the above-mentioned data, systems and their contents, in a different way compared to the agreed by the present Agreement or demonstrates them as its own property, then TGNDATA has the right to immediately withdraw from the present, without any previous notification. Additionally, TGNDATA has the right to claim both directly from the Customer as also via court payment order, a compensation about any direct and indirect losses, which cannot be less than the agreed by Order Form and Agreement latest annual remuneration. This compensation is accepted by the customer as fair and reasonable (clause). No rights are granted to Customer hereunder other than as expressly set forth herein.
- 5.2. Access to Services and use of Content.** Customer has the right to access and use the Services and Content subject to the terms of applicable Order Forms and this Agreement. Customer grants TGNDATA, limited term (same as the Agreement term) license to host, copy, use, transmit, and display any program code, files or data, created by or for the Customer, given by the Customer to TGNDATA, to be used with the Services and Content.

6. LIMITATION OF LIABILITY

- 6.1. Limitation of Liability.** In no event the legal liability of both parties related to this agreement may not exceed the latest relevant Order Form annual amount, except of breach of Sections "1.5.3 TGNDATA DIRECT COMPETITORS", " 3.3 CUSTOMER RESPONSIBILITES ", "3.4 USAGE RESTRICTIONS", "8.1 CONFIDENTIAL CONFIRMATION", where both parties may seek compensation without limitation for damages to the extent prohibited by law.
- 6.2. Exclusion of Consequential and Related Damages.** In no event will TGNDATA have any liability related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, to the extent prohibited by law.

7. TERM AND TERMINATION

- 7.1. Term of Agreement.** This Agreement commences on the date Customer first accepts it (as defined in Section 1.5.1 "Customer") and continues until all subscriptions of the relevant Order Form hereunder have expired or have been terminated.
- 7.2. Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term.
- 7.3. Termination.** This Agreement can only be terminated, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or if the other party commits a breach of term and conditions of this Agreement and such breach has not been rectified within thirty (30 days) after receipt of notice to rectify served in the defaulting party by the other party or if the other party engages in illegal activities. If this Agreement is terminated TGNDATA is not obligated for any compensation or refund to the Customer. In no event will termination relieve Customer of its obligation to pay any fees payable to TGNDATA for the period prior to the effective date of termination. Termination in these above cases will be possible via written notice and termination date will take effect 30 days after notice received.
- 7.4. Force Majeure.** Both contracting parties are relieved of any responsibility for their obligation to the other party, provided that this failure to perform or improper performance is due to proven justified facts (Force Majeure). In case of force majeure, each Contracting Party shall notify the other Contracting Party in writing for the incapability of fulfilling its provision. It is further expressly agreed that in case of force majeure, the Contracting Parties shall not have the right to terminate the present, but their obligations shall be suspended, for as long as the force majeure occurs. Simultaneously, the duration of the present is as well suspended. Any situation/event, not related to the parties and completely unpredictable, which is - for human forces - impossible to prevent (e.g. earthquake, fire, terrorist acts or attacks, etc.) is considered force majeure, according to the theory and the fixed case law of the courts with jurisdiction based on section 1.2. Regarding to pandemic issues, any situation that arises and proves by government decision (e.g., suspension of store operations, traffic bans, etc.) is force majeure. However, it shall not be considered as force majeure any possible economic consequences on the market due to government's enforcement measures (e.g., non-viability of companies due to the enforcement of specific rules of operation, which has been established as a measurement by the respective government)". For the avoidance of doubt, the party claiming the existence of and the circumstances preventing the provision of the service must provide evidence it's existence."

8. CONFIDENTIALITY

- 8.1. Confidential Information.** Any component, information, document, or fact that is notified to each of the parties during the implementation of the present or on its implementation is considered confidential. Any public display or notification to any third party for any reason and cause is not permitted, except from fulfillment of contractual obligations and management of corporate affairs. This restriction does not apply if the above-mentioned component, information, etc., have either already been publicly displayed or are public by nature (Balance Sheet, etc.). "Confidential Information" means any information (indicatively and not restrictively about the enterprise, operations, products, business, administrative and financial methods and practices, research and development, future intentions and business plans, trade secrets, accounts and financial details, customer catalogs, policy, cases and companies transactions, related or subsidiaries to them, or any of their customers acquired or disclosed, within the above purpose by document or orally or by any other means, with the exception information that (a) was already known to the public before its revelation by the other party, (b) It has previously been known by a third party who, by disclosing the information, has not breached a confidentiality agreement to the other party. Except as provided by applicable law (especially due diligence law), the Contracting Parties undertake not to make any announcement or publication or disclosure of the "Confidential Information" and will not disclose it, directly or indirectly, by any means to third parties, without prior written agreement with the other party. It should be mentioned that even though the contents of the present shall represent confidential information between the TGNDATA and the Customer, the fact that TGNDATA provides its services to the Customer based on this Agreement does not represent confidential information. Based on this, the Customer gives its permission to TGNDATA to inform and publish this fact through electronic or printed publications.
- 8.2. Parties Confidentiality Obligations.** Both parties are obliged during the validity of the present and after its expiration or by any means and for any reason termination to not disclose to third parties the expertise and the Commercial, Industrial and other confidential information from the other party and generally the information that is considered confidential as above, as well as take all necessary measures to maintain and safeguard the above from publication, notification or any other unauthorized disclosure. The Contracting Parties shall ensure that from the same as above mentioned obligations include the personnel involved, agents and in general the people who will participate in the implementation of the present shall be committed as well. The obligation under the above-mentioned sections, shall remain in force throughout the duration of the contract and shall remain in force after the expiration or termination in any way.

9. LEGAL CONDITIONS OF PRESENT DOCUMENT

- 9.1. Lack of other Agreements.** The present fully regulates the agreement of the parties and prevails over any previous relevant agreement, correspondence, negotiations, discussions - written or oral - of the parties and there are no other guarantees, assurances or agreements between the parties concerning the present agreement, unless they are being referred to the present.
- 9.2. Breach of present Agreement.** Any breach of this agreement is governed by Article 6 "Limitation Liability", nevertheless breaches of Sections "1.5.3 TGNDATA DIRECT COMPETITORS", " 3.3 CUSTOMER RESPONSIBILITES ", "3.4 USAGE RESTRICTIONS", "8.1 CONFIDENTIAL CONFIRMATION" generates liability of the Customer for remuneration of at least its relevant Order Form annual amount, compensation agreed as fair and reasonable that TGNDATA is entitled to claim directly via court payment order, without limitation to seek compensation for any further damages positive and collateral for the to the extent prohibited by law.
- 9.3. Partial Invalidity – Resignation.** Invalidation or non - implementation of a part of the present Agreement does not affect the validity of the rest of it. Failure to exercise any right under this Agreement or the relevant provisions of the law shall not in any case be interpreted as a resignation from it.

----- **END OF DOCUMENT "TGNDATA - MASTER SUBSCRIPTION AGREEMENT"** -----

ANY CONTENT BELOW THIS LINE IS EITHER LEGAL NOTES OR NOT VALID – NOT PART OF THIS AGREEMENT

Recent document updates:

July 27, 2022	<ul style="list-style-type: none">- Added text « <i>and legal entities of the same group of companies as the Customer</i> » (Article 3.4. Usage Restrictions.)- Minor text update on (Article 2.3. TGNDATA's role.) for Customer's approval on TGNDATA's already tested services.- Text update on (Article 4.3 Overdue Charges.) to be aligned with German statutory law regarding creditor interest rate.- Update on (Article 7.4. Force Majeure.) regarding proof of government decisions that may affect services delivery.
May 02, 2023	<ul style="list-style-type: none">- Included marketplace entities as customers in Article 1.6.2- Updated the limitation of how customer data may be used by TGNDATA in Article 2.4- Updated the corporate address information of the TGNDATA Hellas legal entity in Article 1.2- Updated Termination conditions in Article 7.3- Updated the customer acceptance via webpage process in Article 1.5.2- Limitation of liability applied to all parties in Article 6.2- Minimum compensation lowered to order form annual remuneration for Articles 5.1 & 9.2
July 29, 2024	<ul style="list-style-type: none">- Updated with correct new name of the "TGNDATA Hellas" legal entity in Article 1.2 required after its corporate type transformation. Legal entity has no other changes made to its identification.

Document & content rights all reserved by tgndata®.

This document, its digital file, and all its content are intellectual property. Using partial content, or all this document to replicate, create or base new content on it, without the written consent by TGNDATA GROUP or its subsidiaries is considered intellectual property theft. To be used only as digital or printed attachment by legal entities that have signed an order form and purchased services governed by the current document.