Sales Agreement
regarding providing access to cloud resources ("Agreement")

concluded on […].[…].2024 in _____ between:

[enter contractor's details in a manner analogous to the one below], represented by:
1.   _____
2.   _____
hereinafter referred to as: "Contractor",

and

Aptiv Services Poland SA 30-399 Kraków, ul. Podgórki Tynieckie 2, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register under the KRS number: 0000015189, NIP: 6840001364, REGON: 370218494, with the fully paid-up share capital of PLN 276,133,416.00, BDO No. 000016455 represented by:
1.   _____
2.   _____
hereinafter referred to as the "Buyer" and together with the Seller hereinafter referred to as the "Parties" and each of them a "Party", depending on the context **.**

WHEREAS:
a)   The Buyer is implementing the project entitled "ADASENSE - Innovative and intelligent system for the development of artificial situational awareness technology in autonomous transport of the future", action FENG.01.01 SMART Path, priority FENG.01 Support for entrepreneurs, European Funds for Modern Economy 2021-2027 (Project)
b)   The Seller is an entity professionally engaged in [providing services] necessary for the Buyer to implement the Project;
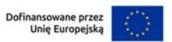The parties agree as follows:

§1
Subject of the contract
1. The subject of this agreement (hereinafter referred to as the "Agreement") is the provision of a service consisting in making the Contractor's computing resources available in accordance with the IT infrastructure services offer constituting Annex No. 1 to this agreement (hereinafter referred to as the "Service").
2. The service referred to in paragraph 1 includes:
   a. providing computing power – computing resources not exceeding [..........] CPUh and [..............] GPUh ,
   b. providing data storage systems for the purposes of calculations not exceeding [...........] ,
   c. technical support for users.

§2
Duration of the contract

1. The Agreement is concluded for a period of [...] months from the date of its signing.
2. The Contractor is obliged to grant the Ordering Party access to computing resources within [...] (max. 10 days) from the date of conclusion of the contract.
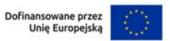3. The allocated computing resources may only be used during the term of this Agreement.

§3
Rules for the execution of the contract

1. The Contractor undertakes to provide the Services on time, in accordance with the needs of the Ordering Party, applicable provisions of Polish and European Union law and the highest standards for this type of services.
2. The Ordering Party undertakes to use the service referred to in § 1 in accordance with the provisions of this agreement, the regulations for the use of the Contractor's infrastructure, constituting Annex No. ... to the Agreement and generally applicable provisions of Polish law and European Union law.
3. The Ordering Party undertakes that the actions undertaken by it during and in connection with the performance of this contract will not:
   a. infringe intellectual property rights, including but not limited to patents, trademarks, trade secrets, copyrights, image rights or other rights of a third party,
   b. offensive, harassing, fraudulent, invasive of another person's privacy,
   c. involve entering software or otherwise using computer viruses or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the proper functioning of any computer software, hardware or telecommunications equipment, or that are designed or intended to damage or obtain unauthorised access to any system, data files or other information of the Contractor or a third party,
   d. disrupt or attempt to disrupt the proper operation of the Contractor's infrastructure,
   e. lead to the circumvention of measures that the Contractor may use to prevent or limit access to the Contractor's infrastructure
4. If during and in connection with the performance of this contract it is necessary for the Ordering Party to transfer any data to the Contractor's infrastructure, the transfer of such data may not:
   a. infringe intellectual property rights, including, but not limited to, copyrights, patents, trademarks, trade secrets, image rights or other rights of a third party, or other generally applicable provisions of Polish law and European Union law,
   b. contain any software viruses or any other computer code, files or programs that are designed or intended to interrupt, damage, limit or interfere with the proper functioning of any software, computer hardware or telecommunications equipment, or which is designed or intended to damage or obtain unauthorised access to any system, data files or other information of the Contractor or any third party,
   c. contain data constituting classified information or secrets protected by law – to the extent that the use of such data is subject to restrictions under the law,
   f. contain personal data, data covered by business secrets or data interfering with the privacy of a natural person – to the extent that the use of such data is subject to restrictions under Polish law and European Union law,
   d. occur without first obtaining appropriate consent from third parties to include such data and including it in the format in which it was entered - if obtaining such consents is required by law, contract or other legally binding basis.

5. The obligations referred to in paragraphs 1 and 3-4 also apply to employees, collaborators or other persons participating in the performance of this contract under the authority of the Ordering Party.
6. The Contractor shall not be liable for any actions or omissions of the Ordering Party, its employees, collaborators or other persons participating in the performance of this contract on behalf of the Ordering Party, and the Ordering Party undertakes to indemnify the Contractor against any costs, expenses, claims, damages and sanctions that may result from the above actions or omissions.
7. The Contractor reserves the right to periodically verify the fulfillment by the Ordering Party of the obligations referred to in paragraph 1 and paragraphs 3-4, on the terms and within the deadlines agreed by the Parties.
8. In the event of a breach of the obligations referred to in paragraphs 1 and 3-4, the Contractor reserves the right to:
   a. suspension or termination of cooperation,
   b. permanent deletion of data transferred in breach of this agreement.

   after prior notification of the Ordering Party about the planned activities. In the event of any reservations from the Ordering Party regarding the planned activities, the Contractor shall be fully liable for unjustified commencement of the planned activities.
9. In the event of a critical security vulnerability being revealed, the Contractor reserves the right to limit or disable the use of the application or software until its manufacturer provides security patches enabling correct and safe operation, and shall immediately inform the Ordering Party of such a situation.
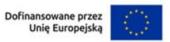
§4
Breach of the provisions of the contract, liability of the Parties

1. In the event of a breach of the provisions of this Agreement by one of the Parties, the other Party may at any time demand immediate cessation of the breach.
2. In the event of damage resulting from a breach of any provision of this Agreement by either Party or when actions or omissions of one Party in connection with the performance of this Agreement result in damage to the other Party, the Party suffering the damage may make claims for damages in accordance with general principles of law. The Parties exclude liability towards each other for lost profits.
3. The failure of a Party to exercise its rights in the event of a breach of this Agreement by the other Party shall not be construed as a waiver of such rights in the event of any subsequent breach or any other rights provided for in this Agreement.
4. Neither Party may transfer the rights or obligations arising from this Agreement or release itself from these obligations without the prior consent of the other Party given in writing under penalty of nullity.
5. The Parties shall each be liable for any damage caused to third parties in connection with the performance of this Agreement for their actions or omissions.
6. Neither Party shall be liable for non-performance or improper performance of obligations under this Agreement due to force majeure.
7. The Parties agree that during the term of this Agreement neither Party will acknowledge, without the prior consent of the other Party, any claims of third parties for which the other Party is or may be fully or partially responsible, provided that the awareness of such possibility should be considered justified. In the event that a third party directs a claim directly to one of the Parties, the latter is obliged to immediately inform the other Party of this fact. The other Party undertakes to take all reasonable steps to protect the interest of the informing Party.

8. The Contractor shall not be liable for the lack of results of the tasks carried out under this agreement, for the lack of economic value of the results obtained or the impossibility of implementing the results.
9. The Contractor shall not be liable for the Ordering Party's use of the Contractor's infrastructure contrary to the regulations constituting Annex No. … to the Agreement.

§5
Higher power

1. For the purposes of this agreement, **"force majeure"** shall be understood as an external event, beyond the control of the Party/Parties, which occurred after the conclusion of this agreement, unforeseeable, extraordinary, preventing the rational performance by the Party or Parties of its obligations under this agreement. In particular, the parties consider as such an event: war, revolution, fire, flood or other cataclysm, epidemic, transport embargo, announced general strikes in industries important for the implementation of this agreement.
2. In the event of force majeure, the Party affected by the force majeure is obliged to immediately notify the other Party in writing of its occurrence and causes.
3. The term of this agreement may be extended for a reasonable period if the performance of the Contractor's obligations under this agreement is delayed due to force majeure and at the same time the performance of this agreement using the Contractor's infrastructure is still possible despite the delay.

§6
Remuneration

1. A detailed list of services and technical conditions of their provision, as well as a price list, can be found in the IT infrastructure services offer referred to in § 1 section 1 of this agreement.
2. The Ordering Party is entitled to use only a part of the ordered Services. The Ordering Party is obliged to pay only for the Services used.

§7
Payment Terms

1. Settlement for the service will take place on a monthly basis, based on VAT invoices issued by the Contractor by the 15th day of the following month.
2. The VAT invoice will include a settlement of the resource units used (computing hours, disk resources and other resources used) in a given settlement period, based on the resource monitoring systems used by the Contractor.
3. Payment of the remuneration shall be made within […] days from the date of delivery by the Contractor of a correctly issued invoice, by transfer to the Contractor's account no. …, indicated additionally on each invoice.
4. The date of payment is the date on which the Contractor's account is credited.
5. The Contractor, in accordance with Art. 4c of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, declares that it has the status of a large entrepreneur.
6. The Ordering Party Aptiv Services Poland SA, in accordance with Article 4c of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, declares that it has the status of a large enterprise.

§8
Withdrawal from the contract

1. The Ordering Party has the right to withdraw from this contract if the Contractor:

a) will not provide the Ordering Party with access to the resources,

b) does not grant the Ordering Party access to computing resources within the period referred to in § 2 section 2 of this agreement.

2. The right to withdraw from this contract in the circumstances described in paragraph 1 above applies to the Ordering Party within 30 days from the date of conclusion of this contract.

3. The Contractor shall have the right to withdraw from this contract in the event of the Ordering Party's arrears in payment for the issued invoice exceeding the period of 30 days from the expiry of the payment deadline referred to in § 7 section 3 of this contract, within a period of up to 30 days from the date of becoming aware of the circumstances constituting the basis for withdrawal , after prior written notification to the Ordering Party of the delay, setting an additional, at least 14-day deadline for payment and ineffective expiry of this deadline.

§9
Contract supervision

1. The persons designated to make arrangements and coordinate activities related to the implementation of this agreement are:
   1) on the part of the Ordering Party:
      Name and surname: ……………….., telephone: ………….. , e-mail: ……………………..
   2) on the part of the Contractor:
      Name and surname: ………….. , telephone: …………………. , e-mail: ……………………..

2. The Parties agree that any change in the persons and data indicated in paragraph 1 does not constitute an amendment to the Agreement and requires written or e-mail notification to the other Party to be effective.

3. The persons indicated in paragraph 1 are authorized to make current arrangements in the scope of the performance of the agreement, as well as in the scope that is not directly indicated in the agreement, but is necessary for its performance. However, they are not authorized to make any changes to the Agreement.
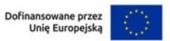
§10
Dispute resolution

1. In the event of a dispute between the Parties arising from or in connection with the Agreement, the Parties undertake to attempt to resolve it amicably.

2. If the Ordering Party and the Contractor are unable to resolve the dispute amicably within 30 days from the date of the dispute, any disputes related to the contract shall be resolved by a common court with jurisdiction over the Contractor's registered office.

§11
Final provisions

1. In matters not regulated by this agreement, the provisions of generally applicable law shall apply, in particular the provisions of the Civil Code. All annexes to this agreement constitute its integral part.

2. The Parties declare that they have fulfilled/will fulfill towards the persons whose data they have referred to in this agreement and the persons whose contact details they will provide for the purpose of implementing this agreement the information obligation resulting from art. 13 and 14 of Regulation (EU) 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 (General Data Protection Regulation) [OJ EU L. 2016.119.1 of 4 May 2016] .

3. The Parties declare that if any of the provisions of this agreement, by operation of law or a final or binding decision of a court or any administrative body, are deemed invalid or ineffective, the remaining provisions of the agreement shall retain full force and effect. The provisions of the agreement that are invalid or ineffective shall be replaced by provisions that are valid in the light of law and effective.
4. In the event of any discrepancy between the provisions of this Agreement document and the provisions of the annexes thereto, the provisions of this Agreement document shall prevail.
5. Any changes to this agreement must be made in writing under penalty of nullity.
6. The agreement is concluded in electronic form with a qualified electronic signature.
7. The date of conclusion of this agreement is the date of signature by the last person indicated in the contract comparison.

List of attachments:
Annex No. 1 to the agreement - Offer of IT infrastructure services
Annex No. ... - Contractor's Regulations

Contractor: **Ordering Party:**