

Total Avengers, s.r.o.
Viestova 6784/28
97401 Banska Bystrica
Slovakia (EU)

Reg. Code: 50679996
VAT no: SK2120417167



Agreement

Total.js Enterprise Agreement

Agreement Issued:
01.10.2024

Agreement Valid to:

Statement of Confidentiality

This Agreement and the supporting materials contain confidential and proprietary business information of Total Avengers. These materials may be printed or copied for use in evaluating the contract, but may not be disclosed to other parties.

This Total.js Partner Agreement (“Agreement”) is entered into between Total Avengers (R&D Total.js) with its principal place of business at Viestova, 974 01 Banská Bystrica, Slovakia (“Total.js”) and the entity executing the appropriate Order Form which references this Agreement (“Partner”). This Agreement is effective upon the date of payment credited to the account (“Effective Date”).

1. SUBJECT OF PARTNERSHIP AND PAYMENT

- 1.1 **Subject of Partnership.** In exchange for the Partner's performance set out in the Appendix to this Agreement, the Partner shall be entitled to the benefits described in the Appendix to this Agreement entered into between the Parties.
- 1.2 **Payment and Expenses.** During the term of this Agreement, Partner will pay to Total.js the fees as specified on the Appendix.
- 1.3 **Taxes.** Total.js shall pay any (1) sales, service, value-added, use, excise, consumption, and any other taxes and duties on the services Partner purchases, consumes, or uses in providing the Services or delivering the Deliverables, (2) payroll and employment taxes for Total.js personnel, and (3) taxes on Total.js income. Partner shall deduct withholding taxes from payments to Total.js when required by law and shall provide Total.js with receipts for any withheld taxes. For the avoidance of doubt, Total.js may provide invoices that include VAT, as required by law.

2. CONFIDENTIALITY

- 2.1 **Definition.** “Confidential Information” means any information disclosed between Partner and Total.js, whether before or after the date of this agreement, that (1) is in written, graphic, machine readable or other tangible form and is marked “Confidential”, “Proprietary” or in some other manner to indicate its confidential nature, (2) if not marked, Both side should reasonably understand to be the confidential or trade secret information of Companies, or (3) is oral information disclosed by each other, provided that such information is designated as confidential at the time of disclosure and Companies reduces such information to writing within a reasonable time after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature. The terms and conditions (but not the existence) of this agreement is Confidential Information.
- 2.2 **Obligations.** Company's shall not use Confidential Information except to exercise its rights and perform its obligations under this agreement. Company's shall not disclose Confidential Information to any third party without the prior written approval of second Company. Company's shall disclose Confidential Information internally only to those employees of Company's who need to know Confidential Information in order for Company's to exercise its rights and perform its obligations under this agreement. Company's shall take precautions to prevent disclosure or use of Confidential Information other than as authorized in this agreement. Those precautions must be at least as effective as those taken by Company's to protect its own Confidential Information or those that would be taken by a reasonable person in the position of Company's, whichever are more effective. Company shall promptly notify second Company of any actual or suspected misuse or unauthorized disclosure of Company's Confidential Information.
- 2.3 **Exceptions.** The Company shall have no obligations under section 2. 2 with respect to information that (1) was already in the public domain at the time the Company disclosed it to the other

Company or became public (other than as a result of the Company's breach of this Agreement) after the Company disclosed it to the other Company, (2) was already in the possession of the other Company as a result of its disclosure by a third party, not then owing a duty of confidentiality to the Company with respect to such information, (3) after its disclosure by a third party not then owing a duty of confidentiality to the Company with respect to such information, or (4) was independently developed without any use of or reference to the Company's Confidential Information.

- 2.4 **Compelled Disclosure.** If the Companies are required to disclose Confidential Information pursuant to an order or request of a court, administrative agency or other governmental authority, the other Company shall, prior to such disclosure, (1) promptly notify the first Company of such disclosure requirement and (2) cooperate with the Company to obtain a protective order or otherwise prevent the disclosure of such information. The Company shall limit any requested disclosure to the specific Confidential Information to be disclosed.
- 2.5 **Return of Confidential Information and Work Product.** Upon termination of this Agreement for any reason, the Companies are required to deliver to the other Company the Work Product and all Company Confidential Information in the possession or under the control of that Company..
- 2.6 **Survival of Confidentiality Obligations.** The Companies shall comply with their obligations under this Section 2 during the term of this Agreement and thereafter.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 **Assignment.** Total.js and Partner assigns each other all Intellectual Property Rights in any Technology that jointly conceives, develops, reduces to practice, makes, discovers (collectively, "Work Product"). This assignment includes all claims, actions, and demands that currently exist or that may exist in the future and arising out of the assigned Intellectual Property Rights, including actions for past, current, or future infringement, dilution, misappropriation, or violation of Intellectual Property Rights and the right to collect and retain all proceeds and damages for such actions. If Moral Rights cannot be assigned, Companies hereby waives and agrees not to enforce any Moral Rights.
- 3.2 **Retained Technology.** Total.js retains ownership of its retained technology. Rights to this technologies are governed by the Total.js licensing arrangements. Total.js may not use as part of the Services or incorporate into the Work Product any technology or any intellectual property rights or technology owned by Partner without Partner's prior consent. If Partner consents, Partner will make its Technology available on the Total.js Platform. In the event that a new "Work Product" is created by the joint effort in the course of the Partnership, the provisions of clause 3.1 shall apply.
- 3.3 **Right ownership.** Other than the limited rights specifically granted in this Agreement. Total.js will own all right, title, and interest in and to its pre-existing technology, the Software. Partner will own all right, title and interest in and to all Partner Products, if applicable, and all Intellectual Property Rights associated with such Partner Products.
- 3.4 **New Deliverables.** Partner acknowledges that in the course of performing any Services for Partner, Total.js may create software or other works of authorship (collectively "Deliverables"). Subject to Partner's rights in the Partner Confidential Information, Total.js shall own all right, title and interest in such Deliverables, including all intellectual property rights therein and thereto. Total hereby grants to Partner that Deliverables will be made available to Partner under Total.js License.

3.5. **Materials.** Partner is not obtaining any intellectual property right in or to any training materials provided by Total.js to Partner in connection with the provision to Partner of Services (“Materials”), other than the rights of use specifically granted in this Agreement. Subject to the terms of this Agreement, Partner will be entitled to keep and use all Materials provided by Total.js to Partner.

3.6 **Definitions.** As used in this agreement, the following definitions apply:

- (a) “Intellectual Property Rights” means common law and statutory rights recognized in any jurisdiction in the world, in, to, or associated with: (1) patents, patent applications, and invention disclosures; (2) copyrights, copyright registrations and applications, and mask work rights; (3) the protection of trade or industrial secrets or confidential information; (4) trademarks, service marks, and other designations of source or origin; (5) industrial designs; (6) databases and data collections; (7) all other intellectual property rights and proprietary rights; (8) for any items described in (1) through (7) above, any divisions, continuations, continuations-in-part, counterparts, re-examinations, post-grant reviews, inter partes reviews, supplemental examinations, provisionals, renewals, reissuances, extensions, and rights to apply for, file for, certify, register, record, or perfect; or (9) rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “Moral Rights”).
- (b) “Open Source Software” means any software or other materials that are subject to a license meeting the Open Source Definition or the Free Software Definition or any substantially similar license, including any license approved by the Open Source Initiative or any Creative Commons License.
- (c) “Retained Technology” means any Technology that is owned by Total.js and existed prior to the date of this agreement.
- (d) “Partner Products” means the Partner’s software products.
- (d) “Technology” means works of authorship (whether or not copyrightable, including, without limitation, software (whether in source code or object code format), documentation, notes, records, text, and artwork), designs, inventions (whether or not patentable), ideas, concepts, improvements, developments, know-how, discoveries, information, or trade secrets, including without limitation, any such materials delivered in the shared repository

4. REPRESENTATIONS AND WARRANTIES

4.1 **Mutual Representations.** Each party states that (1) it is duly organized, validly existing, and in good standing under the laws of the state of its organization or incorporation and (2) it has all necessary corporate power and authority to execute this agreement.

4.2 **Representations.** Both side states that (1) its entering into this agreement does not breach any other agreement and (2) it has the right to make the assignment and grant the license in this agreement and to perform its obligations under this agreement.

4.3 TOTAL.JS SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT

4.4 **Limitation of liability.** In no event shall Total.js, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

5. MARKETING

5.1 **Marketing.** Total.js may list the partner company's logo and profile on the Total.js website. Partner may display the Total.js logo on Partner's website in accordance with the Total.js Trademark Use Standards. Either party may provide a press release announcing that the Partner is a Total.js Partner. Each party may provide a quote from an executive to support the other party's press release. All marketing activities are subject to the written approval of both Partner and Total.js.

6. TERM AND TERMINATION

6.1 **Term.** This agreement begins on the Effective Date and continues for a period of termination.

6.2 **Termination of the contract for default.** This contract shall terminate if any financial obligation set out in the Annex is not met.

6.3 **Termination by Partner.** The Partner may terminate this Agreement for any reason upon not less than 30 days' notice. Termination of the Agreement shall not entitle the Partner to any refund.

6.4 **Termination by Total.js.** Total.js may terminate this agreement for any reason by giving Total.js at least 30 days' prior notice.

6.5 **Effect of Termination.** Unless otherwise agreed in writing, upon termination of this Agreement, all Addenda under this Agreement shall also terminate.

7. MISCELLANEOUS

7.1 **Governing Law.** Slovak, EU law governs all adversarial proceedings arising out of this agreement.

7.2 **Exclusive Jurisdiction.** Any adversarial proceeding arising out of this agreement shall be brought exclusively in the state and courts located in Bratislava, Slovakia.

7.3 **Severability.** The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section 7.3, by holding that the rest of the agreement will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

7.4 **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

7.5 **Amendment.** No modification of this agreement will be effective unless it is in writing and signed by the parties.

7.6 **Notices.** For a notice of other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees prepaid), (3) by fax, (4) by registered or certified mail, return receipt requested and postage prepaid, or (5) by email, when directed to the email address below. A valid notice or other communication under this agreement via the methods (1) through (4) above will be effective when received by the party to which it is addressed and if via email, when receipt is confirmed by a non-automated response. If the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, the notice or communication will be deemed received upon that rejection, refusal, or inability to deliver. Notices or other communications to a party must be addressed using the information specified below for that party or any other information specified by that party in a notice under this section 7.7.

7.7

Company Notice:
Total Avengers s.r.o.
CEO
Viestova 28 97401 Banska Bystrica, Slovakia (EU)
Email: michal@totaljs.com

7.8 **Relationship of Parties.** Neither party is an agent of the other and neither party has authority to represent the other party as to any matters, except as expressly authorized in this agreement.

7.9 **Entire Agreement.** This agreement constitutes the entire agreement between the parties relating to their subject matter, and supersedes all prior or contemporaneous discussions, or presentations and proposals, written or oral relating to such subject matter.

7.10 **Effectiveness and Date.** This agreement will become effective when payment credited to the account of Total Avengers, s.r.o.

