

Services Agreement

This Services Agreement (this "Services Agreement"), effective as of the Effective Date set forth below, is by and between Transparent Intelligence, Inc., a Delaware Corporation ("TI") and SLOVAKIA TRAVEL ("Client"). The parties agree as follows:

Overview.

TI is an independent data intelligence company that builds and maintains data analytics products related to the short term rental markets. This Services Agreement covers the TI products and services ("Services") purchased by Client from TI, and identifies the Usage Policies applicable to Client's use of such Services. As consideration for TI's provision of the Services described below, Client agrees to pay TI the amounts set forth below.

Client Packages and Payment.

Price Proposal Valid Until 30/11/2022

Services	Scope	Platforms	Frequency	Format	Transparent Pricing
Full DMO Dashboard (as per defined by our proposal)	Slovakia	Airbnb, Booking.com, VRBO, Tripadvisor	Monthly (supply) weekly (demand) and every two days (daily data)	Metabase	\$24,375 for 12 months service

The terms and pricing outlined above are valid until the proposal expiration and are confidential and may not be redistributed. This is a promotional offer and is subject to execution of this Services Agreement on or before the expiration date, which is indicated above.

Unless specified otherwise, all undisputed amounts due hereunder shall be paid within 30 days after Client's receipt of the invoice, in full (without deduction, set-off or counterclaim) in USD at TI's address or to an account specified by TI.

When due, the Client agrees to be responsible for the payment of VAT (according to Articles 193 to 196 of Council Directive 2006/112/EC on the common system of value added tax as amended by Council Directive 2006/138/EC of 19 December 2006).

Usage Policies:

1. Information. During the term and pursuant to the terms and conditions of this Services Agreement, TI shall make the Services available to Client, and Client will have a worldwide, non-exclusive, non-transferable, royalty free, limited right to use the Services, which shall include the right to (a) download information and data provided to Client (collectively, the "Information") and (b) incorporate and/or integrate Information into internal and external software applications and platforms (which for the purposes of this Services Agreement shall include without limitation software as a service and cloud based software) as reasonably necessary and appropriate to exercise Client's rights hereunder.

2. Client Data. Client may make data or information, including but not limited to Listing IDs, Listing description, Listing title, Host name (individual or professional), property type, number of bedrooms/bathrooms, geographic coordinates, calendars (availability & pricing), and pictures of the Listing, available to TI for the purposes of providing the Services ("Client Data"). TI is provided a limited license to Client Data for the sole and exclusive purpose of providing the Services to Client, including a license to collect, process, store, generate, and display Client Data only to the extent necessary in the providing of the Services. TI shall: (a) keep and maintain Client Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Client Data solely and exclusively for the purpose of providing the Services to Client, such use and disclosure being in accordance with this Agreement and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Client Data (or any information derived therefrom) for any purpose other than to provide the Services to Client, including but not limited to TI's own purposes or for the benefit of anyone other than Client. The proceeding sentence shall survive the termination of this Agreement.

3. Forwarding and Sharing of Information. Client may not redistribute, copy, forward, or circulate Information to unaffiliated third-parties without the express, prior written permission of TI. At no time may materials provided by TI be forwarded to external e-mail aliases - i.e., email addresses existing for the purpose of redistribution to a broader group of interested individuals.

4. Authorized Reproduction and Quoting Policies. TI authorizes Client to publicly publish and distribute summarized and aggregate information (high-level data that are composed from a multitude or combination of other more individual data) and Client must cite TI as the source of the information. Publication of Information at listing level is forbidden and requires the express, prior written permission of TI.

5. Changes to Services. TI may modify a Service from time to time in its reasonable discretion, but will not change its fundamental nature. TI will use reasonable efforts to notify Client in advance of significant changes to Services.

6. Client Reference. Client authorizes TI to reference Client as a TI customer and use Client's logo in its marketing materials. Examples of such marketing materials including but are not limited to TI's website and investor presentations.

7. Availability of Services. TI shall make Information available to Client via such electronic or other means as it reasonably determines appropriate, including with the assistance of third party service providers. Upon prior notice to Client, TI reserves the right to replace any of its services providers with others and to amend the Services as necessary to accommodate any changes in the underlying technology or as required by its service providers.

Term and Termination.

8. Term. The client is a State Budget Organization, and in accordance with Slovak law, is obliged to publish all contracts with financial performance in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic. According to Slovak law, this contract shall take effect from the date following the publication in the said Central Register of Contracts. The contract is concluded for a period of 12 months from its Effective day unless terminated earlier in accordance with its terms and conditions.

9. Termination. This Services Agreement may be terminated earlier by either party if the other party breaches any material provision of this Services Agreement and fails to cure such breach within 30 days after receiving written notice of such breach from the non-breaching party.

10. Effects of Termination. Upon any expiration or termination of this Services Agreement, TI shall refund Client any prepaid fees covering the remainder of the term after the effective date of termination, and all rights, obligations and licenses of the parties shall cease, except that the following shall survive: all obligations that accrued prior to the effective date of termination (including payment obligations); all remedies for any breach of this Services Agreement; and the provisions set forth in all of the following sections. Notwithstanding the foregoing, Client may retain and use any Information received prior to the date of termination, subject to the applicable restrictions in this Services Agreement.

Data protection

For the purpose of providing Services to Client, TI shall be considered as data processor of Client Data, and Client as data controller in accordance with the Data Protection Agreement attached to this Services Agreement.

IP and Proprietary Rights.

11. Confidentiality. As used in this Services Agreement, "Confidential Information" means all information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of

disclosure. Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, Client Data, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving party. During the term of the Services Agreement and for five (5) years thereafter, the Receiving Party shall: (i) use at least the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of the Services Agreement, and (iii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with the Services Agreement and who have confidentiality obligations with the Receiving Party containing protections no less stringent than those herein. Additionally, TI shall provide prompt notification to Client of any unauthorized access to or disclosure of Client Confidential Information. If the Receiving Party is compelled by law or any listing or trading agreement concerning its publicly-traded securities to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Upon termination or expiration of the Services Agreement, or at the request of Client at any time during or after the termination or expiration of the Services Agreement, TI will deliver to Client or destroy and certify destruction (at Client's election and in the manner designated by Client) of all Client Confidential Information. Nothing in a Services Agreement shall be construed so as to preclude Client from developing, acquiring, marketing or providing products or services that may perform the same or similar functions as the Services. TI agrees to the publication of the Agreement in the Central Register of Contracts kept by the Government Office of the Slovak Republic in accordance with legal regulations of the Slovak Republic.

12. Warranty; Disclaimers. Each party represents and warrants that it has the legal power to enter into this Services Agreement and perform its obligations herein. TI warrants that (a) the Services shall perform materially in accordance with the accompanying documentation, (b) subject to clause 5 the functionality of the Services will not be materially decreased during the term of this Services Agreement, (c) it will not transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (d) it has undertaken reasonable efforts to ensure the Information's timeliness and accuracy, and (e) it has the right to provide the Services and Information to Client in accordance with the terms of this Services Agreement without breach of any contractual obligation to any third party or any applicable laws. UNLESS EXPRESSLY SPECIFIED OTHERWISE HEREIN, THE SERVICES AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT

REPRESENTATION OR WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, TI HEREBY DISCLAIMS (FOR ITSELF AND ITS LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND INFORMATION, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

13. No Implied Licenses. Except for the limited rights and licenses expressly granted hereunder, no other right, license or option is granted, no other use is permitted and (as between the parties) TI owns and retains all rights, title and interests (including patents, copyrights, trade secrets and trademarks) in and to the Services and Information. Client agrees that TI is free to use all suggestions and other feedback about the operation of the Services, and all generalized knowledge, expertise know-how and technologies related to or acquired in providing the Services, for any and all purposes (including developing new or improved products and services).

14. Indemnity; Limitation of Liability. Subject to applicable law, TI shall indemnify, defend, and hold Client harmless from and against all third-party claims, demands, suits, causes of action, awards, judgments and liabilities, including reasonable attorneys' fees and costs, arising out of or alleged to have arisen out of: (i) TI or TI personnel's negligence or intentional misconduct, (ii) any actual or alleged infringement, misappropriation, or violation of any intellectual property or data privacy rights of a third party by any Information or in performance of the Services, or (iii) breach of a provision of this Services Agreement. EXCEPT FOR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR CLAIMS SUBJECT TO INDEMNIFICATION, IN NO EVENT SHALL TI (OR ITS LICENSORS) OR CLIENT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS SERVICES AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) , LOSS OR INTERRUPTION OF USE, OR COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL OR (C) AGGREGATE DAMAGES IN EXCESS OF THE FEES PAID TO TI DURING THE PRIOR 12 MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS SERVICES AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. THESE LIMITATIONS PROVIDED IN C) SHALL NOT APPLY TO ANY BREACH OF THE DATA PROTECTION AGREEMENT ATTACHED.

General Provisions.

15. Entire Agreement. This Services Agreement constitutes the entire agreement. Execution of a facsimile copy (including PDF) shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature. Any additional, different or inconsistent terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Services Agreement. The failure of either party to enforce its rights under this Services Agreement at any time, for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Services Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Services Agreement will otherwise remain in full force and effect and enforceable.

16. Governing Law. This Services Agreement shall be governed by and construed in accordance with the laws of Spain, without regard to its conflicts of law provisions.

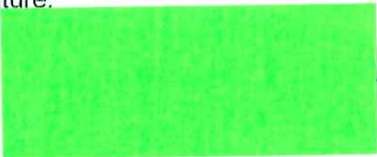


17. Notices. All notices under this Services Agreement will be in writing, in English and delivered to the parties at their respective addresses stated herein, or at such other address designated by written notice. Notices to Client shall be: Notices will be deemed to have been duly given and effective: when receipt is electronically confirmed, if transmitted by facsimile or email; or when received, if personally delivered or sent by overnight courier or certified or registered mail, return receipt requested.

18. Assignment. This Services Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent, not to be unreasonably withheld. However, with consent, TI may subcontract performance of all or any part of the Services, and either party may assign this Services Agreement (and all of its rights and obligations hereunder) to any of its affiliates or to any successor to all or substantially all of its business which concerns this Services Agreement (whether by sale of assets or equity, merger, consolidation, reorganization or otherwise). This Services Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

19. Force Majeure. Neither party shall be liable for any delay or failure in performing its obligations hereunder that arises out of any cause, condition or circumstance beyond its reasonable control.

20. Independent Contractors. The parties shall be independent contractors under this Services Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

TI and Client, by their duly authorized representatives, hereby execute this Services Agreement

"Effective Date": the date following the day of the publication of the present contract in the Central Register of Contracts	
Client entity: SLOVAKIA TRAVEL	TI entity: Transparent Intelligence, Inc.
Address: LANACSKA CESTA 8 83304 BRATISLAVA 37, SLOVAKIA	Address: 943 7th Street, #7 Santa Monica, CA, 90403, USA
Email: TOMAS.BOJANOV@SLOVAKIA.TRAVEL	Email: pierre@seetransparent.com
Signature: 	Signature: 
Name and title: VACLAV MIKA GENERAL DIRECTOR	Name and title: Pierre Becerril, CEO
Date of signature:  07 DEC 2022	Date of signature: 12 / 19 / 2022