



[GENERAL TERMS AND CONDITIONS - SAFEDX s.r.o.]

1. RECITALS

1.1 SafeDX s.r.o., Id. No.: 04585119, a company with its registered office in Prague 9 - Vysočany, at K Žižkovu 813/2, Postal Code 190 00, registered in the Commercial Register kept by the Municipal Court in Prague under File No. C 249253, issues the following terms and conditions for the provision of IT services (hereinafter the “Terms and Conditions”).

1.2 The Terms and Conditions specify the rights and obligations of the Parties and other general conditions applicable to each individual contractual relationship between the Provider and the Client relating to the provision of Services (as defined below).

1.3 The Terms and Conditions shall form an integral part of each Agreement (as defined below) which the Provider concludes with the Client and on the basis of which Services will be provided to the Client. By execution of the Agreement, the Client expresses its explicit and unconditional consent to these Terms and Conditions, as well as its commitment to perform all the obligations hereunder.

2. DEFINITIONS

The capitalised terms used in these Terms and Conditions and/or in the Agreement shall have the following meaning:

Agreement

means the Master Service Agreement concluded between the Provider and the Client on the basis of which the Provider provides the Client with the Services specified in the particular Statements of Work; the term “Agreement” also covers any and all annexes to the Agreement or Statements of Work forming an integral part thereof;

Binding Code of Conduct in DC

means the Client’s binding code of conduct in the Provider’s data centre which stipulates the conditions of operation and maintenance of the Provider’s systems and organisational measures ensuring safe and reliable operation of the devices placed in the Provider’s data centre, as well as other operational obligations of the Client and of other persons entering the premises of the Provider’s data centre and consequences of any breach thereof.

The Binding Code of Conduct is an integral part of the Agreement if entering the premises of the Provider’s data centre would be part of the Services;

Business Day

means Monday through Friday, except for state holidays in the Czech Republic;

Civil Code

means Act No. 89/2012 Coll., the Civil Code, as amended;

Client

means the person who concluded the Agreement with the Provider and to whom the Provider provides Services on the basis of the Agreement;

Commencement Date

means the date of commencement of the provision of Services or of a particular Service by the Provider to the Client;

The date of commencement of the provision of Services or of a particular Service shall in



each case be specified in the Agreement or in Annex to the Agreement (Specification of the Services and Charges);

Confidential Information

has the meaning specified in Clause 12.1 of the Terms and Conditions;

Copyright Act

means Act No. 121/2000 Coll., on copyright, rights related to copyright and amendment to certain laws, as amended;

CMDB and CMS

means the “configuration database” of the Provider and the “central monitoring system” of the Provider as specified in Clause 7.1 of the Terms and Conditions;

Device

means equipment, hardware and/or cables, including any and all parts and components, including, if relevant, the respective software which is provided to the Client for temporary use in the framework of the provision of Services.

In each case, the specification of the Devices (if relevant) shall be included in the Agreement.

Force Majeure

means circumstances described in Section 2913 (2) of the Civil Code or other unavoidable events preventing, temporarily or permanently, the performance of obligations stipulated in the Agreement if it occurred independently on the will of the Party affected by Force Majeure or if the given circumstance or its consequences could not be avoided even by exerting all possible efforts that may be reasonably required in the given situation.

Events of Force Majeure include, in particular, emergency situations at a national or local level, fires, floods, extremely bad weather, wars and natural disasters of large magnitude directly affecting the performance of a Party;

Fix Time

has the meaning specified in Clause 7.2(c) of the Terms and Conditions;

Charges

means consideration for the provision of the Services, as defined in the Agreement; the Charges is the sum of prices of the individual Services provided by the Provider in the relevant accounting period;

Minimum Use Period

means the minimum period of time during which the Client agrees not to terminate the Agreement or a particular Service;

The Minimum Use Period shall always be specified in the Agreement or in the Annex to the Agreement (Specification of the Services and Charges);

Means of Communication

means all the means of communication usual in the course of trade, in particular electronic mail, telephone, fax, letter or oral communication;

Personal Data

has the meaning specified in Clause 13.1 of the Terms and Conditions;

Pick-up Time

has the meaning specified in Clause 7.2(a) of the Terms and Conditions;



Prohibited Conduct

means conduct that endangers, limits or attacks or attempts to endanger, limit or attack the systems or Services of the Provider or third parties, as well as to conduct that disturbs or infringes the rights of third parties. Service disruptions imposed by the Provider in accordance with the Agreement (maintenance window, etc.) shall not be regarded as Prohibited Conduct.

Prohibited Conduct includes, in particular, dissemination of illegal content, dissemination of unsolicited mail (SPAM), spreading of harmful software (viruses, worms, etc.), DoS attacks or identity falsification (IP address spoofing). Prohibited Conduct also includes all acts contrary to the Regulations;

Provider

means SafeDX s.r.o., Id. No.: 04585119, a company with its registered office in Prague 9 - Vysočany, at K Žižkovu 813/2, Postal Code 190 00, registered in the Commercial Register kept by the Municipal Court in Prague under File No. C 249253;

Regulations

mean the applicable legal regulations and other generally binding legal standards;

Response Time

has the meaning specified in Clause 7.2(b) of the Terms and Conditions;

Security Incident

means non-standard security event which has caused a breach of confidentiality, integrity, availability or non-repudiation of data or Devices of the Provider or the Provider's customers as a result of failure or violation of security measures;

Services

means specific services provided to the Client by the Provider as specified in the Agreement for each individual case, where the term "Service" means any of them;

SLA

(Service Level Agreement) means the level of the Services provided and specifies the Provider's guarantees, as well as the conditions and instances under which the Provider is obliged to respond to circumstances endangering the performance of obligations following from the Agreement; the SLA is contained in an annex to the Agreement (Description of the Services) and forms an integral part thereof;

Support

means maintenance, support and repairs of Devices provided to the Client for temporary use in the framework of Services provided;

Terms and Conditions

mean these Terms and Conditions for Provision of Services issued by the Provider;

3. CONTRACTUAL BASIS

3.1 The Provider shall provide the Client with Services or any of them on the basis of the Master Agreement and the Agreement concluded according to and in conformity with these Terms and Conditions, specifying the provided Services, including parameters of the services – SLA, and comprising, if necessary, the specifics or differences for particular Services provided. If the Agreement contains provisions differing from the provisions of these Terms



and Conditions, the provisions of the Agreement shall prevail.

3.2 In case of any discrepancies between the provisions of the individual documents, the following documents shall have priority in the following order:

- (a) Specification of the Services and Charges;
- (b) Agreement;
- (c) Terms and Conditions;
- (d) Description of the Services.

4. CHARGES AND PAYMENT TERMS

4.1 For the Services provided, the Client is obliged to pay price according to the Agreement.

4.2 The Charges have been agreed upon exclusive of VAT; for invoicing purposes, VAT at the statutory rate shall be added to the Charges. Unless otherwise agreed between the Parties, the Charges shall be invoiced in Czech crowns.

4.3 Unless otherwise agreed between the Parties, the Client shall pay the Charges to the Provider monthly in arrears on the basis of an invoice issued by the Provider. The last day of the relevant calendar month for which the invoice was issued shall be deemed the date of taxable supply.

4.4 Unless expressly agreed otherwise, each invoice shall be paid within 15 days of the date of issue; a payment is deemed to have been made once the invoiced amount is credited to the Provider's account.

4.5 Each invoice must contain all the requisites of a tax receipt in accordance with the applicable Regulations. The Client is entitled to return an invoice during the term of its maturity if any of the aforementioned requisites are missing in the given invoice or if it contains incorrect data; a new maturity period shall commence on the date on which a corrected or supplemented invoice is delivered to the Client; if an invoice is not returned within the set deadline, the invoice shall be deemed to have been approved and the Client is obliged to pay it within the maturity period.

4.6 In the event of the Client's delay in payment of the invoice or any part thereof, the Provider is entitled to claim from the Client a contractual penalty in the amount of 0.1 % for each, even incomplete, day of the delay. Any delay in payment of an invoice or any part thereof exceeding 30 days shall be deemed a material breach of the Agreement provided that the Client has been informed of the delay by the Provider and failed to pay the relevant amounts even within a grace period of at least 5 Business Days.

4.7 The Provider is entitled to suspend the provision of a Service if the Client is in delay with payment of the Charges or with payment of other amounts for more than 30 days provided that:

- (a) the Client has been informed of the delay by the Provider and failed to pay the relevant amounts even within a grace period of at least 5 Business Days, and
- (b) the Client has been informed by the Provider that if the relevant amounts are not paid even within the set grace period, the Provider will suspend the provision of Services.

Suspension of the provision of Services also means denying access to the premises of the Provider's data centre in which the Service is provided to the Client. The Client is aware of



the fact that the above measures shall in no way prejudice the Provider's entitlement to compensation for any damage incurred in this respect or the entitlement to withdraw from the Agreement.

4.8 If it follows from the Contract that the Price for Services includes the price for energy ("Price for Energy"), the Price of Energy is determined on the basis of the prices of energy (in particular electricity) for which such energy was purchased. In the event of a change in the purchase price of Energy, the Provider is entitled to adjust the Price of Energy according to the percentage change in the price, no later than 60 days after such a change, and shall notify the Customer of this change in the manner specified in Art. 15.3 of these Terms.

Inflation clause

4.9 The Provider shall be entitled to increase the Price for Services (with the exception of the Energy Price) once per calendar year by a percentage amount that is equal to the percentage increase of the average annual consumer price index (hereinafter referred to as the "inflation rate"), as announced by the Czech Statistical Office for the previous calendar year.

4.10 The Provider shall be entitled to increase the Price for the Services under the previous paragraph only if the inflation rate exceeds 2% (in words: two per cent). For the avoidance of doubt, it is agreed that in the event of a negative inflation rate, the price for Services shall not be reduced.

4.11 Increase of the Price of Services pursuant to the previous Art. 4.9 and 4.10 shall be valid from the moment of delivery of the Provider's written notice of such an increase to the Customer. The notification shall include the inflation rate, the increased Price of Services and details of the calculation of the increase.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 The Parties hereby agree that any and all data of the Client to be processed, used, transferred, saved or stored with the Provider in the framework of the provision of Services shall remain the Client's property.

5.2 The Client is obliged to use only products, materials, services, data, information and devices which conform to the Regulations and is obliged to comply with the Regulations; any breach of this provision shall be deemed a material breach of the Agreement.

5.3 The Client is obliged to inform the Provider, without undue delay, of all facts and circumstances that affect or may affect the provision of Services and of possible changes in these facts.

5.4 In the event of the Client's instruction to the Provider regarding the erasure of the Client's data/service/configuration, the Parties have agreed as follows:

The Provider shall without undue delay after the erasure instruction, but not later than by the end of the following Business Day renders the Client's data/service/configuration inaccessible for a period of 7 calendar days. The data/service/configuration then shall be erased after the expiry of the above period.

5.5 The Client is obliged to comply with the respective instructions given by the Provider and to act in a manner preventing any harm to the Provider or third persons including, in particular, any infringement of intellectual property rights.



5.6 The rights and obligations of the Parties in case of provision of Devices for temporary use shall be as follows:

- (a) If Devices are provided for temporary use, the Provider shall provide Support throughout the term of the Agreement. The Provider represents that the Devices are fit for use for the agreed purpose;
- (b) The Client is obliged to use the Devices with due managerial care, in accordance with its character, intended and agreed on purpose of use. In this respect, the Client agrees to comply with all instructions of the manufacturer and of the Provider. The Client shall be liable for any damage to the Device;
- (c) The Client agrees to take any and all steps to prevent damage, loss, destruction or theft of the Devices, as well as to exert its best efforts to prevent and minimise damage to the Devices. The Client is obliged to inform the Provider without delay of any loss, destruction, damage or theft of the Devices or part thereof and to provide necessary assistance to enforce any Provider's claims following from these facts;
- (d) The Client shall not provide the Devices for use to a third party or make any changes in the Devices without the prior written consent of the Provider unless otherwise agreed by the Parties in advance.

6. PROVISION OF THE SERVICES – MAINTENANCE WINDOW

6.1 Maintenance Window is a period of time during which the Client's environment will be put out of operation in a controlled manner.

There are 2 types of Maintenance Windows:

- (a) planned downtime; and
- (b) emergency downtime.

Planned or emergency downtime is not included in the total operation time regardless of the actual state of availability of the environment.

6.2 Planned Downtime

Planned downtime may be carried out as follows under the following conditions:

- (a) during the operation time:

planned downtime carried out during the operation time must be notified to the Client in writing in advance, at least 7 calendar days before the planned downtime of the environment, and the specific date of downtime and possibly other conditions for controlled downtime of the Client's environment must be agreed with the Client.

If the Provider needs to carry out a planned downtime, i.e. planned activities rendering the supplied solution or the Service unavailable for the Client during the operation time, which is not due to the implementation of a change request of the Client, the Provider agrees to proceed as follows:

- > The Provider shall inform the Client of its intention to carry out the planned downtime during the Client's operation time not later than 7 calendar days before the planned downtime;
- > The Client is entitled to refuse the date of the planned downtime during the operation time proposed by the Provider for serious operational reasons on the part



of the Client (in each case with justification) and propose some other date and time for the planned downtime during the operation time. The Client may proceed as specified above only if this does not involve so-called emergency downtime, i.e. application of a security system patch or implementation of a change relating to the higher security of the system, or if this is not prevented by other serious operational reasons on the part of the Provider;

- > The duration of one planned downtime during the operation time may not exceed the time agreed in advance.

(b) outside the operation time:

in case of planned downtime carried out outside the operation time, a Provider's notice of the planned controlled downtime of the environment given at least 7 calendar days in advance shall suffice. No agreement needs to be made with the Client regarding the exact date and time of the downtime.

6.3 Emergency Downtime

Where the downtime is indispensable in order to apply a security patch to the system or implement a change related to enhanced security of the system or due to very serious operation reasons on the part of the Provider (i.e. emergency downtime), the above 7-day time limit shall not need to be observed.

7. OPERATIONAL TOOLS AND PROCESSES

7.1 Environment Monitoring 24x7

The environment is under permanent (24x7x365) monitoring using automated tools the outputs of which are monitored continuously by operators of the Provider's call centre. Monitoring is deployed over all components of both IT and non-IT environment. The configuration database (hereinafter the "CMDB") forms an integral part of the monitoring system; it stores the configurations and topologies of IT and non-IT infrastructure and their links to the Services.

The Provider's central monitoring system (hereinafter the "CMS") provides the following functions for effective environment monitoring:

- > collection of events spontaneously generated in IT and non-IT devices;
- > collection of all file logs (e.g. syslog, application logs) and their subsequent analysis;
- > analysis of the impact of the event on the end Service using definitions in CMDB;
- > consolidation and correlation of the resulting events;
- > automatic notification of L2 support and, possibly, the Client's support.

7.2 Incident and Problem Handling

The Provider has introduced processes for handling incidents and long-term problems relating to the operation of all Services.

From a high-level viewpoint, incident flow can be summarised as follows:



- > an incident arises when it is either reported by an authorised user or the Client's Service administrator or when an event (Event) is captured by the Provider's automated monitoring system (CMS) and the event is evaluated and recorded as an incident by the Provider's call centre employees (service desk). The call centre operator shall begin handling the incident according to its severity, which depends on the guaranteed level of the Services being affected by the incident. The operator shall ensure that the Client's authorised representative is informed about the pending incident and the method of its resolution;
- > if the incident cannot be resolved using the standard operational procedure from L1 (operator) support level, it is escalated to a higher support level which may include, according to the nature of the incident, the administrator or architect of the Provider or external supplier;
- > an incident is deemed closed if resumed operation of the affected Service has been verified and accepted by the Client's authorised representative;
- > the whole life cycle of the incident is recorded in the call centre/service desk tool. The report on the course of the incident forms part of the regular report on the quality of the provided Services;
- > the owner of the incident handling process will be the Provider's call centre whose employees ensure co-ordination between the teams participating in the incident handling and the record of its course;
- > for each closed incident, the Provider shall perform a problem analysis in order to ascertain the initial cause of the incident (Root-cause analysis) and to propose countermeasures to prevent the same incident in the future. Resolution of the problem requires the Client's co-operation.

In the framework of the incident and problem management process, the following parameters forming part of the SLA between the Client and the Provider have been defined:

(a) *Pick-up Time* is the time from receipt of the event (i.e. request/ inquiry/ requirement/ incident, etc.) from the system user to dispatch of the receipt acknowledgement by the Provider's employees ensuring the service desk services to that user (applicant). The receipt acknowledgement must be sent through the respective communication channel.

(b) *Response Time* means the time for providing information about the manner and time of resolving an incident or possibly a change request. This is the period from the time of sending the receipt acknowledgement by the Provider concerning the incident or a change request, as applicable, to the sending of information containing the contact details of the person appointed to resolve the incident or change request, and the manner and time of their resolution; the manner and time of resolution mean the basic diagnostics of the incident and estimation of the expected time frame which is required to resolve the incident or deploy the change request.

(c) *Fix Time* means the period from notifying the incident or change request, as applicable, to its full resolution by the Provider. An incident or a change request shall be deemed resolved if the Service is available. The result of the resolution shall subsequently be verified and accepted by the Client's employee; however, for the purposes of assessing the SLA, the



period of verifying the resolution and its acceptance by the Client's responsible employee shall not be included in the period for assessing the SLA. In other words, the Fix Time, for the purposes of assessing the SLA, shall end upon performing the resolution by the Provider or a third party, i.e. upon performing a repair or implementing a change by the Provider or a third party.

In the event of an occurrence, though very unlikely, of a catastrophic event such as destruction or long-term damage of one of the Provider's data centre, the Provider shall enter a crisis management mode according to the Business Continuity Plan – BCP. In this mode, no standard procedures and guaranteed parameters applicable to resolving usual operational incidents shall be applied.

7.3 Handling Changes in the Environment

In the environment, there is a unified process for managing changes in IT and non-IT environment to ensure that any and all changes performed in the customer environment of the Provider's data centres are registered and, if necessary, that it is clearly traceable who, when and why made the relevant change. Changes are classified as standard and non-standard changes.

(a) standard changes mean in particular:

- > change in configuration or number of servers
- > changes in storage capacity or type
- > changes in supplementary services
- > changes in the character of parametric changes;

(b) for each non-standard change, the following procedure applies:

- > the Provider's solution architect will analyse the needs of the Client (interview, studying basic documents, etc.);
- > the Provider will prepare a feasibility study containing solution variants (if any), estimation of time and price of the solution, risk analysis and impacts on the environment;
- > if the Client accepts the proposed solution presented in the framework of the feasibility study, the Provider will provide a detailed technical design, schedule of implementation and price quotation;
- > if the price quotation and detailed design are approved by the Client, the Provider will immediately implement the change. The time of implementation depends on the character of the change and cannot be determined in advance.

7.4 Performance and Capacity Management

The Provider has deployed a process for continuous performance and capacity management of IT and non-IT environments.

8. REPORTING AND EVALUATION

8.1 Regular and ad hoc reports



The Provider is obliged to report and maintain a database of occurrences of incidents. The Provider shall be obliged to inform the Client, on a monthly basis, of the occurrence of incidents at the L1 – L3 customer support level in writing in the form of a report. The report must include:

- > type, description and area of the incident,
- > category of the incident
- > time of ascertaining the incident,
- > method of ascertaining the incident (automatic, reported by the customer, other),
- > the manner of remedying the incident,
- > the time of remedying the incident and the name of the Provider's specialist responsible for resolving the incident,

The Provider shall send the report with the incident and change request history details by the fifteenth Business Day of the following evaluation period. If necessary, the Client is entitled to request detailed information regarding the individual incidents and the Provider is obliged to provide the Client with this detailed information without undue delay. The report is sent once a month by e-mail. If necessary, the report can be consulted with the solution supplier.

8.2 Incident Review and Consultation Management

The Client has the opportunity to request operational consultation with the Provider. During the consultation, the parties involved discuss the support and level of Services provided by the Provider in the previous period and the results of activities performed in respect of the individual incidents. Incident reports form a basis for the consultations.

9. SECURITY MEASURES

9.1 The Parties agree that the Provider is entitled to temporarily limit or suspend the provision of a Service if such a step is necessary to prevent or reduce damage, as well as upon the occurrence of a Security Incident or Prohibited Conduct on the part of the Client. The Provider is entitled to apply such a measure with immediate effect, without prior notice to the Client, but it is obliged to inform the Client of the measure thus taken without undue delay. In that case, the Provider is not in delay in the performance of its obligations under the Agreement.

9.2 Suspension of the provision of Services also means denying access to the Client to the premises of the Provider's data centre in which the Service is provided to the Client.

9.3 The Client is aware of the fact that the above measures specified in Clause 9.1 shall in no way prejudice the Provider's entitlement to compensation for any damage incurred in this respect or the entitlement to withdraw from the Agreement.

9.4 The Provider is further entitled to suspend the provision of the Services in cases specified in the Regulations, as well as in events of Force Majeure, without being liable for such suspension of the provision of Services.



10. RIGHT OF USE

If a Service provided or the result of the Provider's activity carried out according to the Agreement includes an object of copyright protection according to the Copyright Act, the Provider shall provide the Client, unless the Agreement expressly stipulates otherwise, with a license to such copyrighted work within the scope necessary for proper use of the provided Services by the Client. The specific license and price terms and conditions shall be specified in the Agreement. The Client agrees to comply with the license terms and conditions which the Client has been familiarised with by the Provider. Any breach of this provision shall be deemed to be a material breach of the Agreement.

11. LIABILITY FOR DAMAGE

11.1 Within the premises of the Provider's data centre, the Provider is not liable for any damage to health and property of the Client's persons authorised to access the Provider's data centre or third persons accompanying them resulting from non-compliance with the Regulations or the Binding Code of Conduct of customers in DC or generally applicable principles of safe conduct.

11.2 The Provider is not liable to the Client for lost profits, lost investments, harm to the goodwill, lost authorisation to provide services or loss of reputation. The Provider is also not liable for any damage caused and/or claimed by third parties.

11.3 The Provider is not liable for damage resulting from substantively incorrect or otherwise defective specification or order of the Client if the Provider advised the Client of the fact that the order or specification is incorrect or defective and the Client insisted on the order or specification.

11.4 The Provider is liable for any demonstrable damage caused by a lack of functionality of the Services provided to the Client, as well as for damage to equipment or other property of the Client, unless caused by the Provider. The amount of compensation for damage is limited by the amount specified in the Agreement. The limitation shall not apply if the damage was demonstrably caused by gross negligence or intentional fault of the Provider. This shall in no way prejudice Clause 11.2 of the Terms and Conditions.

11.5 The Provider is liable for a loss, damage or leakage of data or information stored on the Client's devices unless this was caused by the Provider. The amount of compensation for damage is limited by the amount specified in the Agreement. The limitation shall not apply if the damage was demonstrably caused by gross negligence or intentional conduct of the Provider.

11.6 The Provider shall have no liability for damage in connection with the performance of the Agreement other than as expressly specified in this Clause 11 of the Terms and Conditions, unless indicated otherwise in the Agreement.

11.7 The Client is fully responsible for ensuring that any and all information it transmits and receives in the framework of the use of the Services, and that any and all information it has stored in the devices used in the framework of the Services, is in conformity with all the Regulations. The Provider is not responsible for the above.

11.8 The Client is further liable for any third-party fees, costs, expenses, damage and claims resulting from or following from the Client's use or access to the Services at variance



with the Agreement, including unauthorised use of access devices provided by the Provider.

11.9 Neither Party is liable for any delay in the performance of its obligations under the Agreement if the delay results from a preceding delay of the other Party.

12. PROTECTION OF BUSINESS SECRETS AND CONFIDENTIAL INFORMATION

12.1 The Parties agree to maintain the confidentiality of all facts, details, underlying documents and other information which they received, obtained or learned in the provision or in connection with the provision of Services (hereinafter “Confidential Information”) and not to disclose them to third parties. Confidential Information, regardless of the form of its recording, means, without limitation, business secrets and any and all details, facts and information which were not designated as public by either of the Parties and which relate to either of the Parties, such as information on its business activity, structure, profit/loss, know-how, etc., as well as information related to the Agreement and the performance under the Agreement or facts and information which were expressly designated as confidential by either of the Parties.

12.2 The Parties are obliged to ensure adequate protection of Confidential Information by its employees, as well as third persons, if they have been provided with the Confidential Information in accordance with the Agreement. Both Parties shall have the right to use, provide and disclose Confidential Information only within the scope and under the terms required for the proper exercise of the rights and performance of the obligations following from the Agreement and/or with the prior consent of the Party to which the Confidential Information relates.

12.3 Confidential information does not include information that has become publicly accessible unless this occurred due to a breach of the obligation to protect this information, and information obtained through a procedure independent of the Agreement or the other Party, provided that the Party that obtained the information is able to demonstrate this fact, as well as information provided by a third party that has not obtained this information by breach of the obligation to protect it.

12.4 The obligation to protect Confidential Information shall survive the termination of the Agreement.

13. PERSONAL DATA PROTECTION

13.1 Both Parties are aware of the fact that data that are designated as personal data (hereinafter the “Personal Data”) by 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), may be processed in the provision of Services. If Personal Data is processed, the Parties agree in accordance with the cited Act that the Provider shall process the Personal Data solely for the purpose of and/or in connection with the provision of Services, solely to the necessary extent, solely for the term of the Agreement and in a manner ensuring that neither the Client nor data subjects incur any harm.

13.2 The Provider is entitled to include the Client in the list of its reference customers.



13.3 The Provider shall ensure adequate protection of Personal Data against misuse thereof, in particular against unauthorised or accidental access, change, loss or destruction, unauthorised transfer or unauthorised processing. However, the Provider is not entitled to acquire devices or equipment of the highest quality and price for its Personal Data protection.

13.4 The Provider is entitled to store Personal Data processed in the provision of Services only for the period for which it is obliged by law to store and archive the Personal Data.

13.5 The obligation to protect Personal Data shall survive the termination of the Agreement.

14. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

14.1 The term of the Agreement is specified in the Agreement.

14.2 The Agreement may only be terminated in one of the following ways:

- (a) by agreement of the Parties;
- (b) by notice; the notice period and conditions of termination are specified in the Agreement. The notice period shall commence on the first day of the month following the month in which the notice is delivered to the other Party;
- (c) by withdrawal from the Agreement in accordance with the provisions of the Civil Code, i.e. on the ground of a material breach of the Agreement (in particular as specified in the Agreement and the Terms and Conditions);
- (d) if the Agreement is concluded for a fixed term, by the expiry of the term for which the Agreement was concluded.

14.3 The effects of withdrawal from the Agreement shall occur upon delivery of the written notice of withdrawal from the Agreement to the other Party. Withdrawal from the Agreement shall in no way prejudice any claims of the withdrawing Party, as well as claims which, in view of their nature, are to survive the termination of the Agreement.

14.4 In the event of termination of the contractual relationship established by the Agreement, the Client agrees to accept from the Provider any and all records, documents, data and any other information relating to the Services or to instruct the Provider to destroy, on the basis of a record, the designated written materials other than documents and other records which the Provider is obliged to archive based on the law or which may be necessary for the performance of any statutory duties of the Provider.

14.5 In the event of termination of the contractual relationship established by the Agreement, the Parties are obliged to settle their mutual payables and receivables following from the Agreement without delay but not later than within 30 calendar days from the date of termination of the Agreement.

14.6 The Parties have agreed that 90 days before the expiry of the agreed term of the Agreement (if concluded for a fixed term) or immediately after the notice of intention to terminate the provision of Services given by the Client, the Parties shall have the following obligations:



(a) the Provider's responsibilities:

- > delete/remove the Client's data in accordance with the Provider's security processes not later than within 30 days of termination of the Agreement.

(b) the Client's responsibilities:

- > delete/remove all the Client's data and inform the Provider without delay;
- > provide co-operation in the takeover of its data located in the Provider's data centre. The cooperation includes the provision of the necessary hardware and activities associated with data transfer;
- > ensure disconnection from the Provider's data center.

15. CO-OPERATION AND MUTUAL COMMUNICATION

15.1 The Parties are obliged to mutually co-operate and provide each other with all information necessary for the proper performance of their obligations. The Parties are obliged to inform the other Party of all facts that will or may be important for the proper performance of the Agreement, as well as of each change in the details required for mutual communication (e.g. change in telephone numbers, change in address, bank, etc.).

15.2 Any and all notices between the Parties relating to or affecting the term of the contractual relationship under the Agreement shall be made in writing and delivered to the other Party either in person, by registered mail or by courier service, and shall be addressed to the respective Party to the address of its registered office, unless the specified mailing address differs from the address of the registered office, and to the contact persons specified in the Agreement.

15.3 Unless stipulated or agreed otherwise between the Parties, all other notices between the Parties that relate to the Agreement or that are to be made on the basis of the Agreement and that do not relate to or affect the term of the contractual relationship under the Agreement shall be made through the Means of Communication, i.e. through all the means of communication usual in the course of business, in particular electronic mail, telephone, fax, letter or orally. If made in writing, the notices shall be delivered to the other Party either in person, by registered mail or by courier service, and shall be addressed to the respective Party at the address of its registered office, unless the specified mailing address differs from the address of the registered office, and to the contact persons specified in the Agreement.

15.4 If the date of delivery of the message to the other Party cannot be unambiguously determined, the date of delivery shall be as follows:

- if sent by electronic mail: the date of delivery of confirmation of receipt of the message by its recipient sent by electronic mail;
- if sent by courier service or postal license holder: on the third Business Day of demonstrable dispatch. Consignments returned to the sender as undeliverable, for reasons on the part of the delivering party, shall also be deemed delivered in these cases. In case of



refusal to accept the consignment, the consignment shall be deemed delivered on the date on which the acceptance was refused.

16. FINAL PROVISIONS

16.1 The rights arising from the Agreement may not be assigned, even in part, to any third party without the prior written consent of the Provider.

16.2 These Terms and Conditions and all the obligations arising out or in connection with them shall be governed by the laws of the Czech Republic.

16.3 If any provision of the Terms and Conditions or part thereof proves to be invalid, ineffective or unenforceable, this shall in no way prejudice the validity or effect of the Terms and Conditions as a whole and of the remaining provisions or parts thereof. In that case, the Parties shall amend or modify such invalid, ineffective or unenforceable provision in writing in such a manner so as to achieve a result that corresponds to the purpose and intentions of the Parties at the time of conclusion of the contractual relationship.

16.4 Unless agreed otherwise, the Terms and Conditions shall apply from the time when they became part of the Agreement, in the wording applicable at the time of the establishment of the contractual relationship, unless they are amended according to Clause 16.5 below.

16.5 The Provider is entitled to change or amend the Terms and Conditions unilaterally, but is obliged to inform the Client of any such change or amendment in advance at least one month before the respective change or amendment is to become effective. Simultaneously, the Provider shall inform the Client of the Client's right to terminate the Agreement by notice if the Client does not accept the change in the Terms and Conditions specified in this paragraph. In that case, the Agreement shall be terminated as of the date immediately preceding the date on which the change or supplementation of the Terms and Conditions becomes effective, unless otherwise agreed between the Parties. The above authority to terminate the Agreement by notice shall not apply if the change or supplementation results from a change in the applicable legal regulations or a decision of the competent administrative authority.

16.6 The Terms and Conditions are valid from **1st of February 2022**.