

# General business conditions for providing services by Aricoma Enterprise Applications s.r.o.

Vinohradská 1511/230, Prague 10, 100 00, ID No.: 08526541, VAT No.: CZ08526541, file No.: C 320427, Municipal Court in Prague

## 1. Legal subjectivity of Aricoma Enterprise Applications s.r.o.

- 1.1. Aricoma Enterprise Applications s.r.o., a company with its registered office at Vinohradská 1511/230, Prague 10 – Strasnice, 100 00, Czech Republic, company identification number (ICO): 085 26 541, tax identification number (DIC): CZ08526541, registered in the commercial register administered by the Municipal Court in Prague, section C, insert 320427, is a legal entity in the form of limited liability company incorporated under the laws of the Czech Republic (hereinafter the “**Provider**”).

## 2. Definition of terms

- 2.1. **Acceptance** – a legal act expressing approval of the Performance provided, including confirmation that the Performance provided does not have, aside from any objections mentioned during the Acceptance, any tangible defects and it is complete and, in the amount, quality and fulfilment that is in compliance with the Agreement and these GTC or subcontracts.
- 2.2. **Acceptance Criteria** – a list of criteria which must be fulfilled in order Acceptance to be approved for the subject of Performance.
- 2.3. **Travel Expenses** – includes transportation from the site of the Provider to the site of the Customer and back, the loss of time on the road during transport and accommodation at the site of the Customer.
- 2.4. **Confidential Information** – without regard to the form in which is it contained, this includes any information relating to the Agreement and its fulfilment (particularly information regarding the rights and responsibilities of the contractual parties, information regarding prices for Performance, as well as the course of Performance), which is related to the contractual parties (particularly business secrets, information about their activities, structure, economic results, know-how) or shipping information for which special confidentiality system has been established by legal regulations (in particular business secrets, confidential facts, banking secrets, service secrets). Furthermore, considered as Confidential Information is such information that has been expressly marked as Confidential by the contractual parties. Under no circumstances is information that becomes publicly available during the duration of the Agreement considered to be Confidential information, if this has not occurred through a breach of obligations for its protection, as well as information acquired by a contractual party on the basis of a procedure independent of the Agreement or the other contractual party, if the contractual party is capable of proving this fact, and finally information provided to a contractual party by a Third Party, if such information was not acquired by breach in obligation of its protection.
- 2.5. **Integration** – a performed activity necessary for complete creation of the system and its introduction into operation, integration of individual components into the functional whole and provision of all the aforementioned activities.
- 2.6. **Installation** – collective activities leading to operation and set up of the IS or Software.
- 2.7. **Implementation** – the process during which the introduction, adaptation and set-up of the system of the Customer. The implementation may also include creating documentation, training End Users, etc. if so, agreed by the contractual parties.
- 2.8. **Information System** – (abbrev. IS) this is understood as the business information system built on the basis of the Dynamics Product.
- 2.9. **Lifecycle Services** – (abbrev. LCS) portal based on Microsoft Azure, allowing for the management and administration of the implementation lifecycle and the IS.
- 2.10. **End User** – a worker of the Customer who uses the Performance or IS, or another person who the Customer authorises to use the Performance or IS.
- 2.11. **Metrics** – measurable parameters of the Service provided.
- 2.12. **Microsoft** – the Microsoft Ireland Operations Limited Company and all companies which are part of its group.
- 2.13. **Data Migration** – a process including transfer of data in a mutually approved format and a mutually approved structure into the new system. Data Migration may include preparation and testing.
- 2.14. **System Design** – the written document containing the IS design as a whole, particularly application, data, technical and organizational architecture of the IS. System Design also contains the Acceptance Criteria.
- 2.15. **Immediately** – without unnecessary delay, no later than the following Business Day.
- 2.16. **Support Period** – The period noted in the Agreement, during which the Provider is obligated to provide services.

- 2.17. **Customer** – the company named in the Agreement which is provided the subject of Performance.
- 2.18. **Responsible Persons** – workers of the contractual parties authorised to negotiate on behalf of the contractual parties in issues regarding performance of the Agreement.
- 2.19. **Circumstances Precluding Liability** – an obstacle occurring independent of the will of the liable party and prevents it from performing its responsibilities, if it cannot be reasonably assumed that the responsible party could reverse or overcome this obstacle or its consequences and to foresee it during the period the obstacle occurred. Circumstances Precluding Liability may include wars, military interventions, civil unrest, terrorist attacks, blockades, uprisings, riots, epidemics, quarantine restrictions, natural disasters or earthquakes, fires, storms and other climatic events, power outages or surges, outages of utilities, telecommunication service outages, or outages of internet access or other means of electronic communication. Other Circumstances Precluding Liability may also include hacker attacks, the requirements of Third Parties' permit procedures, inadequate access caused by Third Parties or machine failures caused by Third Parties. Liability does not preclude obstacles that occur initially in the period when the liable party was in default for performing its responsibilities or from economic relations. The effects of precluding liability are limited if the obstacle to which these effects are related continues.
- 2.20. **Authorised Persons** – empowered persons of the contractual parties who are authorised to negotiate in the name of the company about all contractual and business affairs related to the Agreement and related to its performance.
- 2.21. **Persons in the concern** – any third party that creates a holding company with the Provider or the Customer in the sense of the provisions of Sect. 79, par. 1 of the Act no. 90/2012 Coll.
- 2.22. **Full Operation** – use of the IS and/or Software by the personnel of the Customer or personnel of legal entities complying with the licensing conditions for the IS and/or the Software following the completion of Test Operation. Notwithstanding the above, the simple acquisition of real data in the IS and/or the Software, regardless of its purpose, scope or the number of transactions, is considered Full Operation as well.
- 2.23. **Operative Verification** – the operation of the Customer under the assistance and increased supervision of the Provider in lieu of the Customer serving to optimize and verify the correct operation of the IS.
- 2.24. **Performance** – all Products and Services that may be delivered by the Provider or provided in the course of performing the Agreement.
- 2.25. **Business Days** – all days, except Saturday and Sunday, or holidays established by law and days off from work, during which the agreed upon work activities shall be conducted in the time period from 8:00 a.m. to 5:00 p.m.
- 2.26. **Customer Employees** – employees of the Customer and/or other physical persons who the Customer has authorised to perform this Agreement; the Customer is responsible for these employees.
- 2.27. **Provider Employees** – employees of the Provider and/or other physical persons who the Provider has authorised to perform this Agreement; the Provider is responsible for the employees.
- 2.28. **Dynamics Product** – application Software produced and distributed by Microsoft.
- 2.29. **Products** – all the equipment, hardware, Software, and goods which are to be provided by the Provider during the performance of the Agreement.
- 2.30. **Project** – group of time-defined activities, which lead to fulfilment of the Agreement.
- 2.31. **Acceptance Report** – a written report in paper or electronic form signed or approved by Responsible or Authorised Persons of both contractual parties as Acceptance Confirmation.
- 2.32. **Transfer Report** – a written record in paper or electronic form signed or approved by Responsible or Authorised persons of both contractual parties as Transfer Confirmation.
- 2.33. **Operating Environment** – cloud services or the HW and SW environment of the Customer suitable for operating the IS. The Operating Environment is provided by the Customer.
- 2.34. **Transfer** – the task when the Provider transfers the defined subject of performance to the Customer and the latter accepts this subject.
- 2.35. **Steering Committee** – the supreme body of the Project that takes the key decisions and Accepts the outputs of the Project. The members of the Steering Committee are the employees of the Provider and the Customer who have the necessary powers to ensure the support of the Project and sufficient resources for the implementation of the Project. It decides on all changes in the Project that affect the contractual provisions or the already Accepted performance of the Project if they affect the scope and price of the Project or the Performance deadlines.
- 2.36. **Scope Analysis** – a written document containing the general scope of the implementation of the Dynamics Product.
- 2.37. **Service Desk** – Provider service that serves to receive and record all requests for warranty repairs and support services.
- 2.38. **Service Calendar** – period and days in which Maintenance service is provided.
- 2.39. **Maintenance Service** – service related to administration, operation, development and regular maintenance of the IS.
- 2.40. **Services** – all activities the Provider is to provide during the course of performance of the Agreement and which are necessary to fulfil contractual obligations.

- 2.41. **Support Services** – services the Provider is obligated to provide on the basis of the Agreement during the course of the Support Period.
- 2.42. **Agreement** – represents an agreement concluded between the Customer and the Provider, including all its amendments, supplements, annexes and all documents to which the Agreement refers and which are an integral part thereof. The Agreement describes in what manner and under what conditions the Performance is to be provided.
- 2.43. **Software** (Program equipment) – a computer program with any source texts, if expressly noted that these are part of the Performance.
- 2.44. **Subcontractor** – A Third Party that shares in deliveries to the Provider for the performance of the Agreement.
- 2.45. **Third Party/Person** – A physical or legal person, which is neither the Provider nor the Customer, and which is not a Persons in the concern.
- 2.46. **Level of Support Services** – concrete specifications of Support Services, their quantity, quality and conditions under which the Provider is obligated to provide these services.
- 2.47. **Project Management** – a joint managing body with the participation of both the Customer and the Provider, comprising the Customer's Project Manager and the Provider's Project Manager, who is responsible for the management of the provision of services within the scope specified hereunder.
- 2.48. **Defect** – a dispute between the actual functional characteristics of the provided Performance and the functional characteristics noted in the documentation or description of the Performance, if such a description is part of the Agreement or part of a document prepared on the basis of the Agreement. Also considered as defects are legal issues in the Performance. Standard features and functions of the Software, including those cases when such standard features and functions of the Software change as a result of updates of the Software made by its manufacturer, regardless of when the Software manufacturer made such a change, are not considered Defects.
- 2.49. **Statement of Work** – a written document in electronic form which contains the list of Services implemented during the last period and a short description and the labour-intensity of the Service provided.
- 2.50. **Founders' charter for the Project** – the basic document describing the fundamental parameters of the Project and the principles for management and organization of the Project, in cases designated by the Agreement.
- 2.51. **Warranty Period** – the period noted in the Agreement during which the Provider is obligated to remove defects free of charge.

### 3. Relationship between the Agreement and the general business conditions

- 3.1. These *General business conditions for providing services by Aricoma Enterprise Applications s.r.o. ("GTC")* form an annex to the Agreement and are an integral part thereof.
- 3.2. These GTC are valid in their entire extent, unless otherwise modified by the provisions of the Agreement.
- 3.3. In the case of discrepancy between the Agreement and GTC the Agreement shall apply.

### 4. Performance

- 4.1. The location for performance is the headquarters of the contractual party to whom the Performance is to be delivered.
- 4.2. The contractual parties are obligated to cooperate closely in particular to provide complete, truthful and timely information for the due performance of their obligations, while in case of a change in the essential circumstances that have or could have an impact on performance of the Agreement (including changes to headquarters), they are obligated to inform the other party of such change no later than within five (5) Business Days after conducting such changes.
- 4.3. The contractual parties are also obligated to provide the other contractual party with cooperation enabling due performance of the responsibilities ensuing from the Agreement. The contractual parties acknowledge that compliance with the deadlines for Performance is subject to the Customer providing due and timely cooperation. If the Customer does not provide the agreed or necessary cooperation in a due and timely manner and this results in a change of the Performance deadlines by more than three (3) Business Days, the Provider is entitled to suspend the work on the subject of Performance. The deadlines for the Performance shall be extended at least by the duration of the delay, even if work is not suspended. In such a case, the Customer shall bear any demonstrable costs incurred to the Provider in connection with the change of the deadline for the Performance.
- 4.4. If the work is suspended for reasons that are not on the part of the Provider, including the Customer's failure to meet its obligations or provide cooperation, the Customer is obligated to reimburse the demonstrable costs incurred by the Provider as a result of such suspension of work.
- 4.5. The contractual parties are obligated to work together mutually and to provide all information necessary for the due performance of their obligations from this Agreement.
- 4.6. The contractual parties are obligated to provide feedback to the contractual party regarding all realities that are or could be important for the due performance of this Agreement.

- 4.7. The contractual parties are obligated to create the conditions for performance of obligations from this Agreement in such a way that no delay occurs in the fulfilment of individual terms for providing proper performance or any delay in compensation for individual financial obligations.
- 4.8. In the interest of optimal performance of the Agreement, the contractual parties are obligated to fulfil their obligations duly and timely so that there is no delay in their performance. If any of the contractual parties is in default with performing their obligations, this party is obligated to notify the other contractual party immediately of the reason for the default and the anticipated deadline and method for its removal.
- 4.9. The contractual parties are obligated to fulfil their obligations in compliance with all relevant binding regulations and norms.
- 4.10. The contractual parties are authorised to perform their obligations by means of Third Parties or Persons in the concern, while remaining responsible as if they themselves had performed the work
- 4.11. None of the contractual parties is responsible for a default caused by a delay in performance of obligations of the other contractual party.

## **5. Rights and obligations of the contractual parties**

### **5.1. Rights and Obligations of the Provider**

- 5.1.1. The Provider shall cooperate with the Customer's Project Manager in managing work and organising Project Management meetings.
- 5.1.2. The Provider shall plan and coordinate the implementation of the Services, and shall propose and draft the schedule thereof.
- 5.1.3. The Provider shall convene, in cooperation with the Customer, meetings to address issues.
- 5.1.4. The Provider shall inform the Customer of the progress of the work on dates and in a manner approved by the Project Management. Any solution which differs from the commission shall be discussed and approved by both contractual parties within the Project Management.
- 5.1.5. At the Customer's request, the Provider shall consult the solution during the Performance of the Agreement. No later than three (3) Business Days after a written request to discuss the solution, the Provider shall organise a meeting for that purpose and ensure the Provider's responsible personnel are present.
- 5.1.6. The Provider shall provide written comments on Customer-submitted material within three (3) Business Days of its receipt, unless otherwise agreed.
- 5.1.7. The Provider shall provide the necessary staff with the qualifications required for performing the Agreement.
- 5.1.8. In cooperation with the Customer, the Provider shall immediately address any defects that occur in the performance of the Agreement.

### **5.2. Rights and Obligations of the Customer**

- 5.2.1. The Customer undertakes to create and provide the Provider with the appropriate working conditions for the performance of the Agreement in the extent specified by this Article of GTC and/or the Agreement and/or the Founders' Charter for the Project. In this context, the Customer declares that it understands that the compliance of the Provider with the deadlines for the Performance also depends on the due and timely performance of the Customer's obligations stipulated in these GTC and/or the Agreement concluded with the Customer.
- 5.2.2. The Customer shall provide the Provider with the necessary or requested documents and information related to the Performance of the Agreement no later than three (3) Business Days after a written or verbal request to do so, unless both parties agree otherwise.
- 5.2.3. The Customer shall convene, in cooperation with the Provider, meetings to address issues.
- 5.2.4. At the Provider's request, the Customer shall consult the solution during the Performance of the Agreement. No later than three (3) Business Days after a written request to discuss the solution, the Customer shall organise a meeting for that purpose and ensure the Customer's responsible personnel are present.
- 5.2.5. The Customer shall provide written comments on material that is submitted within three (3) Business Days of its receipt, unless otherwise agreed.
- 5.2.6. The Customer undertakes to provide the Operating Environment in the extent and configuration recommended by the Provider. The Customer acknowledges that it may be necessary to increase the parameters of the Operating Environment during the provision of Performance with respect to the performance of the IS, number of IS users, number of transactions, etc. The price for increasing the parameters of the Operating Environment is not included in the price of Performance and shall be charged to the Customer on the basis of a separate price calculation.
- 5.2.7. The Customer undertakes to provide the required documents and information or ensure the cooperation of Third Parties whose solutions may affect the subject of Performance.
- 5.2.8. The Customer undertakes to ensure access to the Operating Environment necessary for the provision of the Performance.
- 5.2.9. The Customer is obligated to allow the Provider's personnel access to premises and workplaces connected with the subject of the Performance. The Customer is also obligated to provide, at the Customer's expense, the Provider's personnel with a project office and appropriate facilities on the Customer's premises and with access to the project office on Business Days.
- 5.2.10. The Customer must provide the necessary technical equipment and a suitable room for the training of the Customer's personnel and for business meetings during the implementation of the subject of the Performance.
- 5.2.11. The Customer undertakes to create an implementation team with appointed competent personnel with the necessary capacity and decision-making authority for the entire duration of the Project. If the Customer's members of the implementation team change in the course of the Project, the Customer is obligated to reimburse the Provider for demonstrable costs incurred by the Provider as a result of such changes.

## 6. Subcontracts and amendments

- 6.1. The contractual parties may modify individual parts of the Agreement or clarify them with the help of written subcontract or amendments to the Agreement.
- 6.2. Unless otherwise expressly established by subcontracts or amendments to the Agreement, the rights and responsibilities of the contractual parties shall be governed by the Agreement.
- 6.3. In case of a dispute between the version of the Agreement and the versions of the subcontracts, the provisions of the subcontracts apply.
- 6.4. Changes to performed subcontracts against the provisions of the Agreement relate only to Performance provided on the basis of such a subcontract.
- 6.5. Termination of the effectiveness of any subcontract has no impact on the effectiveness of the Agreement.

## 7. Price and payment conditions

- 7.1. Prices are provided in Czech crowns (CZK) or in another convertible currency and are payable in Czech crowns using the rate of exchange of the Czech National Bank valid on the day the invoice is issued or in another convertible currency.
- 7.2. The Performance Price is established by agreement between the contractual parties.
- 7.3. The Performance Price does not contain value added taxes.
- 7.4. If the Agreement has been entered into for an indefinite period, the Performance Price is established in Czech koruna and growth in the consumer price index (rate of inflation) declared by the Czech Statistics Office rising by two (2) or more percentage points against the moment the prior provisions or increase in prices, upon which the Performance Price could be based in Services unilaterally increased from the side of the Provider, no more, however, than by the amount corresponding to such a percentage increase. The increased price is valid with the expiration of one (1) month after receiving notification of the increase.
- 7.5. The price is always payable on the basis of an issued invoice. To avoid applicable doubts, the price is payable by transferring the entire amount to the account of the Provider.
- 7.6. Invoices must contain all the appurtenances of accounting and tax documents required by valid legal regulations.
- 7.7. The payment term of the invoice, unless otherwise established by the Agreement, is fourteen (14) calendar days from the date of issuance. Invoices are paid by bank transfer to the account of the other contractual party.
- 7.8. Should the Customer be in default regarding the payment of the price for Performance or part thereof for longer than ten Business Days after the receipt of a written payment demand, the Provider may suspend works on the subject of Performance until the date on which the Provider's account is credited with the due amount. The Provider's Performance deadlines shall be extended at least by the period of such delay and the period necessary to resume the provision of Services.

## 8. Ownership rights, right to use the work and transfer of liability

- 8.1. Ownership rights to the subject of Performance, which is to become the property of the Customer according to the Agreement, pass to the Customer on the date the price for the relevant subject of Performance has been paid in full.
- 8.2. If the Provider provides work as part of the Performance, which displays the marks of copyright works in the sense of the copyright act, the Provider shall provide the Customer with a non-exclusive license to use the works, which are subject to protection according to laws modifying the rights of intellectual property and which should be passed to the Customer according to the Agreement at the moment of transfer and by the date the price for such works has been paid in full. On the basis of the non-exclusive license, the Customer is authorised to use the work to which only the Provider is the bearer of ownership copyrights. The Customer is authorised to use the work in the following manner:
  - 8.2.1. to use such work in compliance with the conditions established in the Agreement or in the negotiated licenses or any other documentation of the Software manufacturer related to such work;
  - 8.2.2. to create a copy of such work only for the purpose of archiving or security backup. The Customer is obligated to safeguard the copy against loss or theft and must label it with all copyrights and markings as the original;
  - 8.2.3. to transfer, assign, sell, lease or in any similar manner provide such work to a Third Party or Person in the concern only with the prior written consent of the Provider, if such work has not been expressly designated for providing to a Third Party or Person in the concern. In such a case, on the basis of the right to use the work the Customer is authorised to provide this right to use the work in such extent to such Third Party or Person in the concern for which the work has been designated.
- 8.3. The right to use the work could be further modified by special conditions of the bearer of the copyright. Such conditions shall form an amendment to the Agreement. In cases when the bearer of ownership rights to the copyright of the work provided to the Customer is entirely or in part a Third Party or Person in the concern, the Provider is obligated to provide the Customer with a sub-license to this work.
- 8.4. In regard to the fact that in accordance with Article 8.2 the Provider provides the Customer with a non-exclusive license to the provided Performance, the rights of the Provider to the work according to Article 8.2 remain preserved without regard to the aforementioned.



- 8.5. In cases not related to the provisions of Article 8.2 it applies that during performance of the Agreement, when the Provider creates intangible goods, which are qualified as subject to protection according to generally binding regulations, modifying the rights to intangible goods, both parties are authorised to use such intangible goods without restriction.
- 8.6. In case the Customer uses the Performance contrary to the provisions of Articles 8.2 or 8.3 the Provider is authorised to withdraw upon expiration of the provided written term for correction, which may not be less than thirty (30) calendar days and begins on the date following receipt of a complete written withdrawal. If the work was provided in compliance with Article 8.2.3 to a Third Party or Person in the concern, the right to use the Performance may also be cancelled if such Third Party or Person in the concern breaches it. The Customer is responsible for determining whether the Third Party or Person in the concern has ceased to use the work no later than by the expiration of the withdrawal period according to this provision.
- 8.7. The liability for damage to transferred items passes to the Customer on the date of their Transfer.

## 9. Quality guarantee and liability for defects

- 9.1. By providing a guarantee to the subject of Performance, the Provider is responsible for satisfying this throughout the established Warranty Period for specifications noted in the user and technical documentation. Non-existent documentation will be replaced by a description of the characteristics for inclusion in the Agreement.
- 9.2. The standard warranty period for provided Performance and is twelve (12) months from the Transfer of the Performance unless otherwise negotiated.
- 9.3. The warranty period begins with Acceptance of the Performance. If the subject of Performance is comprised of more parts, then the warranty period for each part of the subject of Performance begins at the moment of its Acceptance and is related to defects occurring within the warranty period.
- 9.4. The Customer sends requests for warranty repairs in written form by means of electronic mail, remote access applications, or by mail at the contact information noted in the Agreement. If this contact information is not shown in the Agreement, the Customer will send requests to contact information noted on the Internet pages of the Provider. Noted defects to the Performance must be sufficiently specified. Notification of determined Defects must be conducted no later than by the next business day during the warranty period.
- 9.5. Work on removing noted Defects, to which the warranty relates, will begin immediately. If it is not possible to remove such Defect immediately, the Provider notify the Customer of the anticipated term and method for removing the Defects.
- 9.6. The Provider is authorised to eliminate a Defect also by proposing a procedure that limits the manifestation of the Defect during normal operation.
- 9.7. If the Customer requests repair of a Defect not related to the warranty, the Provider and the Customer shall agree on the conditions of the output. The responsibility of the Provider is to inform the Customer in advance of the fact that the services requested by the latter are not covered by the warranty and will be billed according to the actual prices for the relevant services.
- 9.8. The costs of the Provider for activity related to analysis of requests to which the warranty does not apply, shall be borne by the Customer.

## 10. Warranty restrictions

- 10.1. The Provider does not bear responsibility for Defects and errors and the warranty does not relate to Defects and errors occurring:
  - 10.1.1. by using the Performance contrary to the delivered user or technical documentation or the manufacturer's documentation;
  - 10.1.2. by unauthorised or unprofessional intervention or incorrect use of the Performance by the Customer or a Third Party or Person in the concern without the prior written consent of the Provider;
  - 10.1.3. by modification or any other intervention into the provided Performance without the consent of the Provider;
  - 10.1.4. modification of the Software which is contrary to the conditions of the Agreement or law, by using the Software other than by a Provider supported operation and/or database environment or by using the Software contrary to the actual version supported by the Provider or manufacturer of the Software, all without the prior written consent of the Provider;
  - 10.1.5. through a change in the parameters of the environment of the information system of the Customer in which the delivered Software is operated without the consent of the Provider;
  - 10.1.6. by components of the information system of the Customer to which this warranty does not relate;
  - 10.1.7. by the impact of computer viruses;
  - 10.1.8. by neglect of prescribed maintenance, operation or services from the side of the Customer;
  - 10.1.9. by wear to goods caused by its normal use and does not relate to defects for which a lower price has been negotiated;
  - 10.1.10. by incorrect transport or storage, unprofessional or inadequate handling; by exposure to unfavourable external influences; by operation under conditions other than those established by the manufacturer or supplier;
  - 10.1.11. by physical damage, on situations occurring by irreversible events (fire, flood, etc.), wind, damage by lightning or electrostatic charge.
- 10.2. Responsibility for the creation and use data in the Information System shall be borne exclusively by the Customer. At the same time, the Customer is responsible for ensuring safe backup of data in compliance with the rules standard for storing data in Information Systems. The Provider does not bear responsibility for loss or damage to data or data structures of the Customer.

10.3. Also, not subject to the warranty are:

- 10.3.1. training of the Customer;
- 10.3.2. providing new versions of the system;
- 10.3.3. installation of repaired software errors;
- 10.3.4. providing support services.

10.4. The Provider shall not be liable for defects resulting from the functions or operational characteristics of the IS, Dynamics Product, Operating Environment, Third Party services or online services provided by Microsoft for the Dynamics Product under the license agreement concluded between the Customer and Microsoft. The Customer expressly acknowledges that the operation, development and changes of the IS, Dynamics Product, Operating Environment or online services are beyond the Provider's control. This exclusion from the Provider's liability for defects also applies to cases where the manufacturer of the Dynamics Product implements changes in the standard Dynamics Product to which analytical and design documents, IS documentation or program modifications are related at any stage of the implementation of the Project and IS lifecycle. Changes pursuant to the previous sentence which affect the Project or IS have the character of Circumstances Precluding Liability. The Provider and the Customer shall agree on further steps in resolving the impact of such changes, and the Provider shall not be obligated to bear the associated costs or be liable for any damage arising as a result of such changes.

10.5. The Customer expressly acknowledges that the removal of defects and resolution of complaints or provision of the Provider's services related to the removal of defects or resolution of complaints are subject to the Customer's maintenance of the standard functionality of the Dynamics Product and IS, the conditions of operation and use of the Dynamics Product and IS determined by the manufacturer, and maintenance of all the individual components and the IS as a whole up to date by the Customer, and such conditions are beyond the Provider's control. For this reason, in the event that such conditions are not upheld, the Provider is not liable for defects or any damage and is not obligated to resolve complaints or bear the associated costs. In such a case, the Provider and the Customer shall agree on further steps when resolving defects and complaints.

## 11. Communication of the contractual parties

11.1. The method and rules of communication are defined by the Founders' Charter for the project when initiating the project. If this is not the case, the following paragraphs of this article shall be used.

11.2. Communication of the contractual parties takes place at the level of Authorised Persons. Unaffected by this is the option of the contractual parties to communicate by means of statutory organs.

11.3. A contractual party is authorised to appoint at any time another Authorised or Responsible Person; it is, however, responsible to notify the other contractual party immediately of such a change, no later, however than within five (5) business days from its execution.

11.4. Within the jurisdiction of the Authorised Persons are the following:

- 11.4.1. to control the progress of performance of the Agreement;
- 11.4.2. to prepare proposals for necessary changes and amendments to the Agreement, to prepare and sign proposed amendments and other contracts related to the Performance.

11.5. Within the jurisdiction of the Responsible Persons are the following:

- 11.5.1. to safeguard in organization all activities related to the performance of the Agreement;
- 11.5.2. to coordinate the cooperation of the contractual parties;
- 11.5.3. upon request to inform the contractual parties of the progress of the performance of the Agreement.

11.6. All notices given between the contractual parties and related to the Agreement or which are required to be given on the basis of this Agreement shall be made in writing and delivered to the other contractual party, unless otherwise stipulated by or agreed between the contractual parties.

11.7. The notices shall be deemed delivered upon the expiry of the third (3rd) day after their demonstrable sending.

11.8. Documents shall be delivered to the other party by following means:

- 11.8.1. in person with confirmation of acceptance;
- 11.8.2. by registered letter or another form of registered postal contact. In this case, documents are considered delivered on the date of their acceptance by the recipient, on the date the package is returned if not received by the recipient or in case not delivered, and further on the date when the recipient refused to accept the package;
- 11.8.3. by data box or electronic mail. In this case, the documents are considered delivered at the moment when the sender receives confirmation from the relevant technical equipment regarding successful dispatch, and or receipt confirmation. For removing possible misunderstanding, the contractual parties are obligated to mutually inform one another of due receipt of documents sent in these manners.

11.9. Documents shall be delivered to the address noted in the header of the Agreement unless otherwise agreed upon.

## 12. Acceptance process

12.1. Acceptance of the Performance or partial Performance may be effected for the Customer by a Responsible or Authorised Person. The Customer is responsible for ensuring the presence of the relevant persons during Acceptance.

12.2. The Provider and the Customer prepare the relevant Acceptance Report regarding Acceptance. The following are noted by the contractual parties in the report:

- 12.2.1. Performance or partial Performance was accepted without reservations; or

- 12.2.2. Performance or partial Performance was accepted with reservations, which do not prevent Acceptance – in this case, Performance is considered as accepted and the parties shall agree on the term and method for resolving the reservations; or
- 12.2.3. Performance or partial Performance was not accepted – in this case the parties note in the Acceptance Report the relevant material reservations preventing Acceptance including fulfilment or non-fulfilment of Acceptance Criteria in the form of a structured comparison report. In this case, the Performance or partial Performance is not considered to be accepted. The parties shall agree on a term and method for resolving the reservations and after their resolution, the acceptance proceedings will again be conducted.
- 12.3. If the Customer does not provide the cooperation necessary for conducting acceptance proceedings or does not exercise reservations preventing Acceptance within 5 (five) Business Days from the date when the Performance was submitted to it for Acceptance, the provided Performance shall be considered to be accepted.
- 12.4. In the event that the Customer uses the IS and/or Software for operations without Accepting the Performance or part thereof, the Performance is considered Accepted without reservations, and the Customer is entitled to invoice the price of such Performance. The simple acquisition of real data, regardless of its purpose, scope or number of transactions, is considered the use of the IS and/or Software for operation.

### **13. Protection of confidential information**

- 13.1. The contractual parties are responsible for ensuring the confidentiality of acquired Confidential Information in the normal manner as during confidentiality of their own Confidential Information. The contractual parties have the mutual right to request substantiation of grounds of such principles of confidentiality of Confidential Information. The contractual parties are also responsible for ensuring confidentiality of acquired Confidential Information also among their employees, representatives as well as cooperating Third Parties and Persons in the concern, if such information has been supplied to them.
- 13.2. The contractual parties have the right to use, provide and access Confidential Information only in the extent and under the conditions necessary for due performance of rights and responsibilities ensuing from the Agreement.
- 13.3. In case of a termination of validity or effectiveness of some contractually negotiated provisions regarding protection of Confidential Information, the others remain valid and effective unless otherwise negotiated by the contractual parties.
- 13.4. Both parties will strictly preserve the confidential character of all such confidential materials and shall not use or show them to a third party. If the communication of information from confidential materials to a third party is necessary for performing the Agreement, then it is possible to provide the information only under the following conditions:
- 13.4.1. to a Third Party to which Confidential Information is to be communicated by either of the parties, consented to by the other party in advance.
- 13.4.2. The Third Party confirms in writing its obligation to preserve confidentiality of information, which has been conveyed to it as confidential in the same extent in which the contractual parties who communicated this information to the Third Party are bound.
- 13.4.3. Not considered as a breach in responsibility of the parties to preserve the confidential nature of materials is the submission of the following information:
- 13.4.4. that which is or will be publicly accessible or must be available on the basis of generally binding legal regulations, without a breach in the Agreement which the recipient received in compliance with the correct regulations from a Third Party or Person of the concern without any responsibility to preserve its confidential nature; in this case, the contractual party noted as the source of this information will not be shown;
- 13.4.5. that which has been freed of confidential character on the basis of a valid order of the court or public administrative body, under the assumption that the recipient:
- 13.4.5.1. submits to the party that he/she understands such an order immediately upon its receipt;
- 13.4.5.2. cooperates with the submitting party so that from the court or public administrative organ which issued the aforementioned order, he/she acquires the protective order that limits extraction and use of confidential materials exclusively for the purpose for which the original order for confidentiality should serve.
- 13.5. The responsibilities of the parties ensuing from this article will apply throughout the entire period the business secrets exist both for the period the Agreement is valid as well as for the period of one year after the end of the effectiveness of this Agreement for any reason.
- 13.6. By paying a contractual penalty, the right of an injured party to enforce protection is not affected in compliance with the provisions of Sec. 2988 of the Civil Code.
- 13.7. After the completion of Performance, each of the parties may request return of provided materials from the other party for completing the subject of the contract containing information of a confidential character or creating business secrets and the other party is obligated to return this material immediately if it is not part of the subject of the Performance.

### **14. Compensation for damages**

- 14.1. The contractual parties do not bear responsibility for damages caused in the context of valid legal regulations and the Agreement. The contractual parties are obligated to exert maximum effort to preventing damages and to minimizing the occurrence of damages.



- 14.2. None of the contractual parties is responsible for damage that has ensued as a result of materially incorrect or otherwise faulty submission received from the other party.
- 14.3. Only actually occurring damages shall be compensated. In the scope permitted by valid legal regulations, none of the contractual parties bears responsibility for any indirect, accidental or subsequent damages, damages caused to data or damages based on the losses of related profit or revenues or other financial losses, even those resulting from non-adherence to responsibilities toward administrative bodies, whether this involves damages ensuing as a result from a breach of the contract or legal responsibilities.
- 14.4. The parties to this binding relationship state that the above foreseeable damages, which possibly could occur by a breach in responsibilities of the Provider, represent the amount at most up to the amount of the price for the subject of Performance, regarding which there occurred a harmful event, in the case of performance on the basis of a service agreement is limited maximally by the annual value of Performance, unless another amount is negotiated. The Provider does not bear responsibility for loss or damage to the data of the Customer, possible reconstruction of lost or damaged data to the detriment of the Provider. Both contractual parties explicitly agreed that the total reimbursement for damages occurred during one event or occurred during a series of damaging events and which were caused in connection with the Performance of this Agreement is limited to the value of the Performance of this Agreement, in the case of performance on the basis of a service agreement is limited maximally by the annual value of Performance.
- 14.5. The Customer is entitled to apply any relevant claims for compensation for damages to the supplier only if after the origin of the harmful event, the Customer took all steps directed at minimizing the amount of damage and if the Customer immediately notified the supplier of the occurrence of the harmful event and provided the supplier with all necessary documents related to the occurrence of the harmful event.
- 14.6. The parties to this binding relationship are not responsible, in addition to cases established by relevant law, for the breach of obligations caused by force majeure, i.e. circumstances occurring independent of the will of the parties, which could not be prevented even exerting all possible effort or are objectively an irreversible accident.

## 15. Circumstances precluding liability - force majeure

- 15.1. None of the contractual parties is responsible for default in fulfilling their obligations if caused by Circumstances Precluding Liability (force Majeure).
- 15.2. The contractual parties are obligated to notify the other party immediately upon the occurrence of Circumstances Precluding Liability preventing the due performance of the Agreement. The contractual parties are obligated to exert maximum effort to reverse and overcome the Circumstances Precluding Liability.
- 15.3. In case of a delay in performance by the Provider caused by Circumstances Precluding Liability, it applies that this is not a delay for the period such obstacle lasts. The Provider, however, is obligated to inform the Customer immediately of the occurrence of such an obstacle. If this delay lasts for more than three (3) days, the deadline for performance shall be shifted by the period of delay.

## 16. Sanctions

- 16.1. For each case of a breach in the conditions of use of the work (Article 8.2), a contractual penalty has been established in the amount of one hundred thousand (100,000) CZK.
- 16.2. For each case of breach of responsibilities for protection of Confidential Information (Article 13), a contractual penalty has been established in the amount of one million (1,000,000) CZK.
- 16.3. A contractual penalty is due within fourteen (14) calendar days from the date a written summons for its payment is received.
- 16.4. In case of a delay in payment of a monetary amount, the contractual party that is in default of payment is responsible for paying the other contractual party annual interest from the default in the amount of 0.05% daily of the owned amount for each day in default.
- 16.5. The occurrence of a claim for payment of a contractual penalty or interest from default, its billing or payment, is unaffected by the claim of the contractual party for compensation of resulting damages.

## 17. Employment of the other contracting party's personnel

- 17.1. Without the prior written consent of the other contractual party, neither contractual party may, during the term of the Agreement and during a period of 2 (two) years after the Agreement ceases to have effect, employ, whether directly or indirectly, any employee of the other contractual party, including in entities that form a group with the contractual party within the meaning of generally applicable law. An employee of the other contractual party is a person who was in an employment relationship with the other contractual party during the period of the Agreement, except persons whose employment with the other contractual party ended at least 12 (twelve) months prior to the commencement of employment with the first contractual party, and except persons whose employment with the other contractual party was terminated under Section 52(c) of the Labour Code.
- 17.2. If either contractual party is in breach of paragraph 17.1, the other contractual party shall have the right to impose a penalty of CZK 500,000 (in written form: five hundred thousand Czech crowns).

## 18. Termination of the Agreement

- 18.1. The Agreement may be terminated on the basis of an agreement between both contractual parties which shall be executed in writing and include the settlement of mutual liabilities and receivables.
- 18.2. The Agreement may be terminated early by written notice in the event that one of the contractual parties fails to fulfil its obligations as a result of Circumstances Precluding Liability for a period longer than 60 days. In such a case, the notice period is 30 days and shall commence upon the date of delivery of the notice of termination to the other contractual party.
- 18.3. The contractual parties may withdraw from the Agreement in the following cases:
- 18.3.1. the Customer is in default with payments as specified in Article 7 for over 60 days;
  - 18.3.2. the Provider's delay in the Performance under Article 4 extends beyond 60 days;
  - 18.3.3. if the conduct of one of the contractual parties towards the other contractual party displays signs of unfair competition;
  - 18.3.4. if the other contractual party materially breaches the Agreement in another way and it has been notified thereof in writing by the withdrawing contractual party and did not remedy the situation within a reasonable additional period, which may not be less than thirty (30) calendar days;
  - 18.3.5. if the other contractual party has been declared bankrupt by a court or such bankruptcy declaration is imminent, or the other contractual party has lost its trade license under the applicable legislation (the contractual parties are obligated to inform the other contractual party thereof immediately);
  - 18.3.6. if measures that indicate the commencement of distraint proceedings have been instituted with respect to the other contractual party's assets (the contractual parties are obligated to inform the other contractual party thereof immediately);
- 18.4. The withdrawal shall take effect upon delivery of a written withdrawal notice to the other contractual party. The contractual parties shall settle the previous contractual Performance by mutual written agreement within one month of the termination of the Agreement through withdrawal.
- 18.5. Withdrawal from the Agreement is without prejudice to the provisions of Articles 13, 14, 16 and 17.

## 19. Compliance clause

The contracting parties declare that:

- 19.1. They have not participated, are not participating and will not participate in any criminal offense according to the Act No. 418/2011 Coll., on Criminal Liability of Legal Persons and the Proceedings against Them, as amended, in particular:
- 19.1.1. they will not give bribes to any person;
  - 19.1.2. they will not accept bribes from any person;
  - 19.1.3. they will not propose or request any bribes or offer, solicit or otherwise handle any bribes;
  - 19.1.4. they will not procure or use any other person for conduct specified in paragraphs 19.1.1 to 19.1.3 of this Article;
- 19.2. They have introduced and will conduct adequate inspectional and other analogical measures above the activities of their employees and agents and will ensure that all its managers comply with the principles set out in this Article;
- 19.3. They have taken and will duly take the necessary measures to prevent or avert the consequences of any criminal offence committed and shall immediately notify the other contractual party if it suspects or becomes aware of any criminal activity in the performance of the Agreement (contact details of the Provider are available at <https://www.aricoma.com/about-us/whistleblower-protection>);
- 19.4. They have taken and will continue taking measures they should have taken or should take according to legal enactment or internal enactment;
- 19.5. To prevent the criminal liability of legal bodies, they have done and will continue doing everything that can be legitimately required; especially they have adopted the ethics code and the policies of the compliance programme.

Any breach of this Article 19 shall be considered a material breach of the Agreement and establishes the right of the other contractual party to terminate the Agreement immediately or upon 30 days notice period (at its sole discretion).

## 20. Updates of Dynamics Product and extensions

- 20.1. Unless stipulated otherwise in the Agreement, the Customer is obligated to make sure that the Dynamics Product is regularly updated by the Provider in such a way as to maintain the up-to-date version of the Dynamics Product issued by Microsoft. The Customer is also obligated to make sure through the Provider that the extensions of the Dynamics Product provided by the Provider are kept up to date.
- 20.2. The price of the Dynamics Product updates and the price of the updates of Dynamics Product extensions provided by the Provider are not included in the price of the Performance and shall be paid by the Customer to the Provider on the basis of a separate price calculation submitted by the Provider prior to their implementation.
- 20.3. If the Customer does not accept the proposed updates, the Provider is entitled to terminate the Agreement immediately, without prejudice to claims for payment of the Performance provided prior to the termination of the Agreement.

## 21. Special provisions

- 21.1. The Customer shall allow the Provider to use the Customer's name for reference purposes.

## 22.Special provisions for Web Applications

- 22.1. The provisions of this Article 22 of GTC shall apply to the part of the Agreement concerning the development or support of the Web Application (or, where applicable, to the Agreement as whole if the whole Agreement concerns the development or support of the Web Application) or if this Article is expressly referred to in the Agreement.
- 22.2. A Web Application (abbreviated WA) is understood to be a web application built on the Sitecore Platform or any other platform if such is indicated in the relevant Agreement.
- 22.3. Solution Design Document is a written document containing the design of the Web Application as a whole, in particular containing the application, data, technical and organisational architecture of the WA. The Solution Design Document also contains the Acceptance Criteria.
- 22.4. All references to Information System or IS in these GTC are referring to the concerned Web Application instead.
- 22.5. All references to Dynamics Product refer to the platform Sitecore or any other platform on which the Web Application runs under the relevant Agreement. The manufacturer of the Software or the Dynamics Product is Sitecore International A/S and all its group companies or Open Text Corporation and all its group companies or any other manufacturer of a platform indicated in the Agreement.

## 23.Final provisions

- 23.1. Contractual relations between the contractual parties shall be governed by the Czech legal order. The Agreement shall be governed by Act no. 89/2012 Coll. (Civil Code).
- 23.2. This Agreement shall also be binding for any legal successors of the contractual parties.
- 23.3. The contractual parties have agreed that none of them is entitled to assign its own rights and responsibilities originating from the Agreement to a Third Party without the prior written consent of the other contractual party, with the exception of monetary claims from the other contractual party.
- 23.4. The Agreement represents the complete arrangement between the contractual parties.
- 23.5. All changes or supplements to the Agreement may be effected only on the basis of written agreements of the contractual parties. Such agreements must be dated, numbered in ascending order and confirmed by the Authorised Persons of the contractual parties, and written amendments to the Agreement must be signed by both contractual parties.
- 23.6. The contractual parties undertake to notify the other contractual party of any changes in their address within three (3) days.
- 23.7. If only some provisions of the Agreement apply as a result of nullity, only such provision is nullified, if from its character or content or from circumstances under which it was negotiated, it does not follow that it can be separated from the other content of the Agreement.
- 23.8. All copies of the Agreement are equivalent and have the validity of the original. If the Agreement is drawn up in more than one language, in case of a dispute of individual language versions, the decisive version is the Czech version. If the Agreement is not drawn up in a Czech version, the contractual parties shall indicate the decisive language version in the Agreement.