GENERAL TERMS AND CONDITIONS

FOR THE SALE OF GOODS AND SUPPLY OF SERVICES

Text effective from January 1st 2018

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

1 z **33**

Table of Contents

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

2 z **33**

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

3 z **33**

BASIC PROVISIONS

1.1

These General Terms and Conditions of Business (hereinafter referred to as "GTC") govern the rights and obligations between the parties to a contract of sale or contract for the supply of services (hereinafter referred to as "Contracts" and each individually referred to as

"Contract"), which are concluded by Algotech, a.s., ID No. 24775487, VAT No. CZ24775487, with registered office at Sokolovská 668/136d, Karlín, 186 00 Praha 8, registered in the Commercial Register kept by the Municipal Court in Prague under file No. B 16709, as the Seller or Service Provider (hereinafter referred to as

"Provider") on the one hand, with other legal entities, as buyers or orderers of the respective services (hereinafter referred to as "Customer") on the other hand (Provider and Customer together also hereinafter referred to as "Parties" or separately as "Parties").

1.2

These GTC shall govern the legal relations of the Parties arising out of or in any way related to the respective Contract, even if the Customer refers to other terms and conditions in the course of the negotiations leading to the conclusion of the Contract.

1.3

If the Contract concluded between the Provider and the Customer contains provisions different from these GTC, the provisions specified in the Contract shall prevail.

1.4

These GTCs, as part of the Contract, become an essential and integral part of all Contracts concluded with reference to these GTCs.

1.5

The Customer shall not be entitled to exclude the effectiveness of these GTCs, to amend or supplement the provisions of these GTCs (including any part thereof), even if only in a manner that does not materially alter the terms of the GTCs or the Contract, or in a manner that expresses the same terms only in different words, without the prior and express written consent of the Provider. Any reference by the Customer to its own terms and conditions or those of third parties shall have no legal effect and the Parties expressly exclude the application of the provisions of Section 1751(2) of the Civil Code.

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

4 z **33**

1.6

The Provider is entitled to unilaterally amend these GTC at any time. Any changes to these GTC made by the Provider in this way shall be notified to the Customer in writing. The Customer shall have the right to reject the notified changes to these GTC and to terminate the Contract for this reason within 30 (thirty) days of their notification by the Provider; if the changes to the GTC are not rejected within the stipulated period, the Customer shall be deemed to have accepted the notified changes to the GTC. In the event of rejection of the notified changes to the GTC, the notice period shall be 3 (three) months and shall commence upon delivery of the Client's written notification of rejection of the changes to the GTC to the Provider.

DEFINITION OF TERMS

2.1

For the purposes of these GTC, the following capitalised terms shall have the meanings set out below:

- (a) **Copyright Act** - Act No. 121/2000 Coll., on Copyright, as amended;
- (b) **Data Space** - the space intended for storage of the Customer's data and applications, which is on the Provider's servers or servers of third parties used by the Provider in the territory of the EU;
- (c) **Work** - has the meaning set out in Article 4.1 of these GTC;
- (d) **Availability** - the state in which the Services are available to the Customer to the extent and quality agreed in the Contract;
- (e) **Guaranteed Availability Level** - the Availability value of the Infrastructure Services measured in the manner set out in Article 13.4.1 of these GTC;
- (f) **Guaranteed Service Level** - the value of the response time and defect rectification specified in Article 13.7.8 of these GTC;
- (g) **GDPR** - has the meaning set out in Article 10.9 of these GTC;
- (h) **Helpdesk** - means the online communication system used by the Provider to communicate with the Customer and accessible on the Provider's website;
- (i) **Infrastructure Services or IaaS** - services that constitute individual sub-performances of the Provider under the Agreement, for example, management of remote access of the Customer's Users, management of Data Storage, management of Windows servers, etc.;
- (j) **CZK** - Czech crown, the official currency of the Czech Republic;
- (k) **Contact Persons** - has the meaning set out in Article 15.1 of these GTC;
- (l) **Offer** - has the meaning set out in Article 3.2 of these GTC;
- (m) **NBD** (next business day) - means the next business day between 8am and 5pm CET;

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

5 z 33

– (n) **Civil Code** - means Act No. 89/2012 Coll., the Civil Code, as amended;

– (o) **Customer** - has the meaning set out in Article 1.1 of these GTC;

– (p) **Order** - has the meaning set forth in Article 3.2 of these GTC;

– (q) **Authorised Representative** - has the meaning given in Article 15.1 of these GTC

– (r) **Material Defect** - means a defect that prevents the use of the Service or Goods;

– (s) **Provider** - has the meaning set out in Article 1.1 of these GTC;

– (t) **Request** - means a request by the Customer for a change or modification that is not a Defect;

– (u) **Service** - the Provider's activity aimed at resolving Defects specified in Article 13.7 of these GTC;

– (v) **SLA or Service Level Agreement** - an agreement of the Parties on the parameters of the Services as well as on other conditions of their provision;

– (w) **Services** - the performance and activities of the Provider provided to the Customer on the basis of the concluded Agreement, for example, Infrastructure Services, Availability Level Measurement, Software Services, Maintenance Services, etc;

– (x) **Contract** - has the meaning set out in Article 1.1 of these GTC;

– (y) **Contracting Party or Parties** - has the meaning set forth in Article 1.1 of these GTC;

– (z) **Software** - one or more programs capable of running on a controller, processor or other hardware product, the supply of which is part of the subject matter of the Contract; software is either a separate product or is included in another hardware product (bundled software) or is a fixed part of a particular device and is not removable in normal operation (firmware);

– (aa) **Software services or SaaS** - services that constitute individual partial performance of the Provider under the Contract, for example, the provision of contact center services, contact center management, and others;

– (bb) **System** - the Customer's information system;

– (cc) **User** - Customer and any other person whom the Customer has allowed for any legal reason to actually use the Service;

– (dd) **Defect** - a condition where the Goods or Services do not achieve the agreed characteristics and parameters, including a situation where the Services are not available at all or their availability or quality has been reduced compared to the agreed characteristics and parameters;

– (ee) **GTC** - these General Terms and Conditions as follows from Article 1 above;

– (ff) **VAT Act** - Act No. 235/2004 Coll., on Value Added Tax, as amended;

– (gg) **Customer's Employees** - shall have the meaning set forth in Article 10.10 of these

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

6 z **33**

GTC;

- (hh) **Warranty Period** - has the meaning set forth in Article 12.1.1 of these GTC;
- (ii) **Goods** - a movable item specified individually or in quantity, the delivery of which is subject to Contract.

2.2

Unless the context otherwise requires, in the Contract and these GTC:

- (a) references to any statute, enactment or provision of law shall be construed as references to the same statute, enactment or provision of law as the same may have been or shall from time to time be supplemented, amended, extended or re-enacted;
- (b) references to "days" shall mean references to calendar days;
- (c) references to "working days" means references to any day other than Saturday and Sunday and days on which a public holiday falls under the applicable laws of the Czech Republic;
- (d) terms defined in the Agreement and/or these GTC in the plural shall have the same meaning in the singular and vice versa.

2.3

The headings used in the Contract and these GTC are inserted for ease of reference only and for the interpretation of the Contract or these GTC shall not be taken into account.

CREATION OF THE CONTRACT

3.1

Individual Contracts may be concluded in the form of:

- (a) delivery of a written order by the Customer and its written acceptance by the by the Provider, or
- (b) the execution of a written Contract with the signatures of the Parties on the same document, or
- (c) via the Provider's contract form with reference to these GTC.

3.2

Where the Contract is concluded on the basis of an order from the Customer (the "Order") and the Provider's acceptance of the Order (i.e. in the manner set out in clause 3.1(a) of these GTC), the following rules shall apply:

- (a) The Order is issued on the basis of an offer by the Provider, which the Provider offers the Customer to supply specific Goods and/or to provide specific Services under specified conditions (hereinafter referred to as the "Offer");

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz**,** www.algotech.cz

7 z **33**

- (b) The Offer must be in writing and must be sent to the Customer by letter or e-mail; if the Offer is sent as an attachment to an electronic message (e-mail), it need not be separately signed by the Provider; the provisions of Section 561(1) of the Civil Code shall not apply;

- (c) The Order shall be in writing and shall be sent to the Provider by letter or e-mail to the contact details provided in the Offer; the attachment to the Order shall be an electronic copy (scan) of the valid Offer or a link to such Offer; the Order so issued by the Customer and delivered to the Provider shall be deemed binding;

- (d) these GTC shall automatically become part of the Offer and the Order;

- (e) by issuing an Order, the Customer confirms that it has read these GTC and that it considers them to be part of the Contract concluded between the Customer and the Provider;

- (f) by issuing the Order, the Customer also agrees that these GTC are the only ones applicable to the Contract;

- (g) The Order must contain at least the following essential elements:
    - o (i) the business name and registered office (place of business) of the Customer;
    - o (ii) the Customer's contact person, email and telephone number;
    - o (iii) VAT number; VAT number if the Customer is registered as a VAT payer;
    - o (iv) the specification of the Goods or Services (as set out in the Offer), including the identification and quantity of the Goods (equipment) to be supplied, if any, or the quantity of Software licences required, if they are the subject of the Contract, or simply a reference to the Provider's current Offer (where the Offer contains different options, the reference shall also include an indication of which option the Customer has chosen);
    - o (v) the place of performance.

- (h) The Contract shall be concluded at the moment of delivery of the Order to the Provider in the event that the Order fully conforms to the Offer and does not contain any deviations, additions, reservations, limitations or other changes from the Offer (the provisions of Section 1740(3) of the Civil Code shall not apply and therefore the possibility of accepting an Offer with an addition or deviation is excluded);

- (i) if the Order contains deviations, additions, reservations, limitations or other changes from the Offer, such Order shall be considered a new offer and shall be binding for the Provider only if the Provider sends the Order confirmation to the Customer.

- (j) if confirmation of the acceptance of the Order by the Provider is required from the Customer, the Provider shall confirm the Order without undue delay after its acceptance; however, if the Order fully matches the Offer, the Contract is already concluded upon acceptance of the Order (see point h) above); if the Order does not match the Offer, the procedure under point i) above shall always apply;

- (k) an e-mail message shall be deemed to have been received for the purposes of the

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

8 z 33

conclusion of the Contract at the moment of its receipt by the external e-mail server of the other Party according to the records of the e-mail system of the Party sending the e-mail, provided that the e-mail message may be sent to any e-mail address of the other Party specified in the Offer or the Order or otherwise communicated in writing to the other Party when concluding a specific business case.

3.3

The conclusion of the Contract shall also terminate all previous agreements between the Parties, if any

related to its (identical) subject matter.

3.4

The Contract may only be amended and supplemented by agreement of the Parties in the form of numbered written supplements. This is without prejudice to the Provider's right to amend these GTC pursuant to Article 1.6 of these GTC.

SUBJECT MATTER OF PERFORMANCE

4.1

The subject matter of the Contract concluded by any of the methods specified in Article 3 of these GTC is the Provider's obligation to deliver the ordered Goods to the Customer and/or to provide the Customer with a specific performance (Services) on a one-off or repeated basis and to transfer to the Customer the ownership right to the Goods or to the work, if it is the result of the provision of Services (hereinafter referred to as "Work"). The subject of the Agreement is also the Customer's obligation to take over the Goods and/or the Service from the Provider and to pay the Provider the agreed remuneration (price). Further terms and conditions are set out in the specific Contract and these GTC.

4.2

The Provider undertakes to deliver the Goods and/or provide the Service to the Customer at its own risk, properly and on time, i.e. in the quantity, quality and performance specified in the specific Contract, or these GTC, and within the agreed time.

4.3

The Provider's obligation to deliver the Goods and/or provide the Service shall be fulfilled by the proper performance of all of the Provider's activities under the Contract and these GTC, in particular by delivering the Goods and/or providing the Service without defects or deficiencies, including the delivery of all related documentation to the Customer as specified in the Tender, within the agreed time and at the agreed place of performance. The handover report on the handover of the Goods or Work (if the subject of the Contract) must be signed by both Parties.

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

9 z **33**

4.4

The Provider is entitled to entrust another person (subcontractor) with the delivery of the Goods or provision of the Services under the Contract (in whole or in part), even without the consent of the Customer. In such a case, the Supplier is obliged to inform this person of the relevant obligations arising from the Contract and these GTC, in particular the obligations arising from the handling of the Customer's data and the obligation of confidentiality. The Provider shall be liable for the performance as if it had provided it to the Customer itself.

4.5

The Provider's subject of performance may also include the mediation of concluding a contract with a third party for the provision of specific services (e.g. data line) for the Customer, necessary for the performance of the ordered Services. In such a case, the Provider is only an intermediary for the conclusion of such a contract; the relevant contract is concluded between the Customer and the relevant provider of such services. The Provider shall not be liable for any defects or damages arising from such mediated relationship, but shall nevertheless provide assistance in resolving such defects upon agreement with the Customer.

4.6

The Provider's performance may also include the mediation of concluding a contract on granting the rights to use the Software necessary for the provision of a specific Service (license). In such case in such case the Provider is only an intermediary for the conclusion of such a contract; the relevant contract is concluded between the Customer and the relevant licensor. The Provider shall not be liable for any infringement of the license rights by the Customer.

PLACE OF PERFORMANCE

5.1

Delivery of the Goods or provision of the Services to the Customer shall take place by delivery at the place of performance agreed in the specific Contract.

5.2

Unless otherwise specified in the Contract, the place of performance shall be deemed to be:

- (a) in the case of delivery of the Goods - the address of the registered office of the Customer as registered in the Commercial Register on the date of delivery of the Goods;
- (b) in the case of IaaS and SaaS provision - the Provider's premises (Data Centre), whereby these services are provided via remote access; the Provider's premises shall also mean the premises of the Provider's subcontractor; the Provider's premises are always located in the territory of the European Union;

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

10 z **33**

– (c) other Services cannot be provided without the Customer designating the place of performance.

5.3

When providing the Services, the Provider is entitled to access the relevant premises of the Customer and its network elements, servers, Data Space or Software by means of secure remote access.

DUTY TO COOPERATE

6.1

Prior to commencement of performance, the Client shall provide the Provider, at the latter's request, with all information and documents necessary for the proper and timely performance of the subject matter of the Contract and shall further provide the Provider with all necessary cooperation.

6.2

Each of the Parties shall furthermore be obliged to provide the other Party with the necessary cooperation and information and documents necessary for the proper performance of the subject of the Contract at mutually agreed dates during the term of the Contract.

DELIVERY OF GOODS AND SERVICES

7.1

The Provider shall invite the Customer to hand over and take over the Goods by a written invitation, in the form of a letter or e-mail, delivered to the Customer no later than one working day before the scheduled handover date. The same shall apply to the delivery of the Services if handover and acceptance by the Customer is required for their proper performance.

7.2

Delivery of the Goods and/or Services shall be deemed to have been fulfilled:

– (a) by the Customer's signature of the delivery note;
– (b) the Customer's signing of the acceptance report;
– (c) approval by the Provider's Helpdesk system; or
– (d) by mutual confirmation via email.

7.3

The Customer shall be obliged to accept the Goods and/or Services from the Provider if they are delivered in the agreed quantity, quality and workmanship and no material Defects or other deficiencies preventing the proper use of the Goods or the use of the Services provided are found

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

11 z **33**

at the time of acceptance.

7.4

The Customer shall also be obliged to accept partial delivery of the Goods. The same shall apply to the handover of the partial provision of Services if the partial provision corresponds to the concluded Contract.

7.5

The Goods and/or Services shall be accepted by the Contact Person specified in the Contract or by another person notified by the Customer to the Provider.

7.6

The Parties shall sign a handover (acceptance) report or delivery note on the handover and acceptance of the Goods and/or Services provided or confirm the handover and acceptance in the Provider's Helpdesk; the Parties may also confirm the handover and acceptance of the Goods or Services in their mutual e-mail communication after the Goods or Services have been delivered. This confirmation shall include the identification of any defects that do not prevent the proper delivery of the Goods or Services pursuant to Article 7.3 of these GTC, including measures and deadlines for their removal, if any.

7.7

Any further defects arising and/or detected after the signing of the handover report shall be dealt with in accordance with the provisions of Article 12 of these GTC, or within the scope of the Service.

COPYRIGHT PROTECTION

8.1

If the subject of the Contract, or the provision of the agreed Services, results in the creation of a specific Work, the Customer shall, upon acceptance of the Work, acquire the right to exercise the right to use the Work (licence), including the Software, documentation and know-how that is part of the subject of the Work. The right of use means the right to use the Work without interference in accordance with the restrictions set forth in the Copyright Act, these GTC and any license terms of the manufacturer of the relevant Software. The right of use is granted as non-exclusive, unlimited in time, non-transferable to third parties and territorially limited to the territory of the Czech Republic.

8.2

If standard Software is part of the Work, the Customer shall comply with the license terms and conditions set by the Software manufacturer, which are delivered with the Software or are directly part of the Software and a condition of installation. If the subject of the Contract is the delivery of

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

12 z **33**

algotech

Software from Microsoft Corporation, the Customer is obliged to familiarize itself with and comply with the license terms of the respective Software (EULT - End User License Terms) in their current version. The Provider, as an MS SPLA (Microsoft's Service Provider Licensing Agreement) partner, publishes these license terms in their current version on its website (www.algotech.cz).

8.3

Components of the Work that meet the characteristics of a copyrighted work (e.g. Software, documentation) created by the Provider may not be distributed, copied or modified without the prior written consent of the Provider. The terms of copyright protection are governed by applicable law (especially the Copyright Act) and the Provider's license terms.

8.4

Unless otherwise provided in the Agreement, the fee for granting the license is included in the price of the Goods or Services.

PRICE AND PAYMENT TERMS

9.1

The Customer agrees to pay the Provider the remuneration (price) for the supply of the Goods or provision of the Services in the agreed amount.

9.2

Unless otherwise expressly agreed in the Contract, the price for the delivery of the Goods or provision of the Services is agreed as fixed and final, which includes all costs of the Provider related to the performance of the Contract, in particular all taxes, duties, fees and expenses for auxiliary and consumable materials, packaging, documents, transport, insurance, costs associated with obtaining all permits and approvals, as well as other things necessary for the delivery of the Goods or provision of the Services to the Customer.

9.3

The prices are quoted by the Provider without VAT, which shall be added to the price by the Provider in accordance with the applicable legislation.

9.4

In the event of changes in the exchange rate of the currency at which the Provider purchases the equipment to be delivered under the Contract against CZK by more than 3% on the invoice date compared to the exchange rate on the date of sending the Offer (or confirmation of the Order) to the Customer, the Provider shall be entitled to change the invoiced price accordingly, provided that the price is set in CZK. For the calculation of exchange rate changes, the relevant exchange rate is the exchange rate announced by the Czech National Bank on the date of the taxable performance

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

13 z **33**

according to the relevant invoice.

9.5

The Provider is entitled to unilaterally increase the regular prices of services by the annual average inflation rate announced by the Czech Statistical Office (www.czso.cz/csu/czso/mira_inflace). As of 1 March of the following year.

9.6

In the case of continuous supply of Services, the relevant invoice shall be issued by the Provider on the first day of the month for which the Services are provided. This invoice shall be payable within 14 (fourteen) days of the date of issue. The date of taxable supply shall be the first calendar day of the month for which the Services are invoiced.

9.7

By accepting these GTC, the Customer grants the Provider consent to electronic invoicing pursuant to Section 26(3) of the VAT Act.

9.8

The Customer shall pay the invoiced amount so that it is credited to the Provider's account on the due date of the invoice.

9.9

The price for delivery of the Goods or provision of the Services is payable regardless of whether the Customer has had the opportunity to sufficiently inspect (test) the delivered Goods or provided Services and assess their characteristics; the provisions of Section 2119 of the Civil Code shall not apply.

9.10

Ownership of the Goods shall not pass to the Customer until the price for the Goods has been paid in full to the Provider. However, the risk of damage to the Goods shall pass to the Customer at the moment of their acceptance; the Customer shall, until the moment of full payment of the purchase price, take care of the Goods with due care and in accordance with the Provider's instructions. If the Contract is withdrawn due to the Client's default in payment of the purchase price, the Client shall allow the Provider to enter the place of performance, dismantle and remove the Goods at the Client's expense.

9.11

The invoice - tax document must contain the elements according to the VAT Act and other generally binding legal regulations, in particular it must meet all the requirements of a tax document, and it shall be the basis for payment of the price under the Contract. If the invoice delivered to the Customer does not contain any of the prescribed particulars or contains incorrect data, the Customer

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

14 z **33**

shall be entitled to return such invoice to the Provider within 5 (five) working days of its delivery. The due date shall not run in such case, and the new due date shall be The new due date shall not commence until the delivery of the corrected or completed invoice to the Customer; this shall not apply if the Customer fails to comply with the deadline for returning an incorrectly issued invoice pursuant to the preceding sentence.

9.12

In the event that the Customer is obliged to declare and pay value added tax (VAT) on the price for the Goods supplied or Services rendered under applicable law, the Customer shall declare and pay it. The Provider shall take this into account in the tax documents issued by it, in particular in accordance with Section 92a of the VAT Act, if this provision applies due to the nature of the Goods or Services (or other relevant provisions of law, in particular if the said provision of law is amended).

9.13

If the Customer is in default with the payment of the invoice, the Customer is obliged to pay the Provider default interest of 0.1% of the amount due for each day of delay until payment.

9.14

In the event of default in payment of invoices, the Provider shall be entitled to suspend the delivery of Goods or provision of Services until the date on which the full amount due, including interest on late payment, is credited to the Provider's account. During this period, the Provider shall not be in default of delivery of the Goods or provision of the Services under the Contract.

CONFIDENTIAL INFORMATION AND PROTECTION OF PERSONAL DATA

10.1

The Parties are obliged to keep confidential all material facts obtained in the course of their activities under or in connection with the Contract, in particular those which constitute their trade secrets and confidential information.

10.2

Confidential information shall be deemed to be those facts of an operational or commercial nature which come to the knowledge of either Party in connection with the activities under the Contract which are not publicly available and are designated as confidential by the Party.

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

15 z **33**

10.3

The term confidential information shall also include trade secrets, which, within the meaning of Section 504 of the Civil Code, shall mean competitively significant, identifiable, valued and not normally available in the relevant business circles, facts relating to the Plant, the owner of which shall ensure their confidentiality in an appropriate manner in his interest. Trade secrets shall also mean the Customer's data processed by the Software.

10.4

A breach of confidential information shall be qualified as an act by which one of the Parties to the Contract improperly discloses to another person, makes available, uses for itself or for another, confidential information obtained in the course of its activities from the other Party, if this is contrary to the interests of the other Party, and does so without its consent.

10.5

It shall not be a breach of the duty of confidentiality to:

- (a) disclosing confidential information to the extent necessary to authorities or persons having a legal right to such information and to inspect the activities of the Parties;
- (b) disclosure of confidential information to persons legally bound by confidentiality obligations (e.g. notary, lawyer, tax advisor);
- (c) the use of Confidential Information in accordance with the Contract or related agreements in connection with the performance of obligations under the Contract;
- (d) providing the Customer's data or allowing access to such data to third parties for the purpose of resolving Vad;
- (e) other use of Confidential Information with the prior written consent of the other Party.

10.6

The Parties shall be bound by this obligation of confidentiality for the duration of the facts giving rise to this obligation of confidentiality, unless the confidentiality is waived or the information in question becomes publicly available.

10.7

The Parties shall maintain confidentiality with respect to all confidential information after the termination of the Contract.

10.8

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

16 z **33**

The provider keeps records of the processing of personal data in accordance with Article 30 of the GDPR.

10.9

In the event that the Provider, in the performance of its obligations under the Contract, accesses other personal data of the Customer's Employees and/or personal data of other data subjects:

- (a) accesses such personal data or only for the purpose and to the extent necessary to perform its obligations under the Contract;
- (b) shall exercise due professional care in the handling of such Personal Data so as not to cause anything which may constitute a breach of the GDPR and other data protection regulations;
- (c) shall, taking into account the state of the art, the cost of implementation, the nature, scope, context and purposes of the processing, as well as the differently likely and differently serious risks to the rights and freedoms of natural persons, take all technical and organisational measures to ensure the protection of such personal data in the manner provided for in the GDPR or other generally binding legal provisions to exclude the possibility of unauthorised or accidental access to the personal data, their alteration, destruction or loss, unauthorised transfer, other unauthorised processing or other misuse of personal data;
- (d) notify the Customer of the breach of security of such personal data and, if necessary, inform the supervisory authority or the data subjects;
- (e) if applicable, provide the Customer with assistance in ensuring the obligations under the GDPR, in particular the obligation to secure the processing of such personal data, to report breaches of security of such personal data, to respond to requests to exercise the rights of data subjects;
- (f) where applicable, provide the Customer, upon request, with any information necessary to demonstrate that the obligations in handling such personal data, including processing through subcontractors, have been met;
- (g) ensure that persons authorised to access such personal data who are not subject to a legal obligation of confidentiality undertake to keep such personal data confidential;
- (h) delete or return all Personal Data to the Customer upon termination of the Contract.

10.10

The Customer consents to the publication by the Provider of references, i.e. general information about the Customer, for marketing purposes.

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

17 z **33**

DURATION AND TERMINATION OF THE CONTRACT

11.1

Contracts, the subject of which is the repeated or continuous provision of performance by the Provider, are concluded for the term specified in the Contract, namely for a definite or indefinite period.

11.2

The Contract may be terminated by written agreement of the Parties.

11.3

A Contract concluded for an **indefinite** period may be terminated without giving any reason by written notice from either Party. The period of notice shall be three (3) months and shall commence on the first day of the calendar month following the delivery of the notice to the other Party.

11.4

A contract concluded for a **definite** period of time may be terminated before the end of the agreed period by written notice from either Party, also without giving any reason. In such a case, the notice period shall be 1 (one) month for termination by the Customer, and 3 (three) months for termination by the Provider. The period of notice shall commence on the first day of the calendar month following delivery of the notice to the other Party. In the event of early termination of the Contract for a definite period of time by notice from the Client or as a result of withdrawal from the Contract due to breach of the Contract on the part of the Client, the Provider shall invoice the Client for the Services for the remaining months until the originally agreed expiry date of the Contract. If neither Party notifies the other Party no later than three (3) months prior to the end of the Contract term that it requires termination of the Contract on the date of termination of the Contract for a fixed term, the Contract shall automatically be transferred to an indefinite term.

11.5

The Contracting Party shall also be entitled to terminate individual sub-performances of the Contract under the same conditions as in Articles 11.3 and 11.4 of these GTC.

11.6

Either Party shall be entitled to withdraw from the Contract in the event of a **material breach** of the terms and conditions by the other Party under the conditions set out below. A material breach of the Contract shall be deemed to be:

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

18 z **33**

- (a) delay by the Provider in the proper delivery of the Goods and/or provision of the Services for more than 30 (thirty) days.
- (b) failure by the Provider to remedy Material Defects in the Goods delivered within a reasonable time;
- (c) the occurrence of Defects which prevent the proper use of the Services and which have not been rectified by the Provider within the agreed period,
- (d) delay by the Customer in payment of any invoice of the Provider for a period of more than 30 (thirty) days,
- (e) failure to provide the necessary assistance pursuant to Article 6 of these GTC,
- (f) breach of the confidentiality obligation under Article 10 of these GTC.

11.7

Before withdrawing for material breach of the Contract, the Party intending to withdraw from the Contract shall first give written notice to the other Party to remedy the breach and allow it an additional reasonable period of time, which shall not be less than five (5) Business Days from the date of receipt of the notice. If the breach of the Contract is not remedied even within such additional period, the Contracting Party shall be entitled to withdraw from the Contract by written withdrawal, which shall take effect upon delivery to the other Contracting Party.

11.8

If the Contracting Party becomes bankrupt, or if insolvency proceedings within the meaning of Act No. 182/2006 Coll., on Bankruptcy and the Methods of its Resolution (Insolvency Act), as amended, are initiated in respect of the Contracting Party, in liquidation or under receivership, or if it is unable to meet its financial obligations, the other Contracting Party may withdraw from the Contract immediately with effect from the date of delivery of the written notice of withdrawal to the other Contracting Party.

DURATION AND TERMINATION OF THE CONTRACT

12.1 Liability for Defects in the Goods

12.1.1

Unless otherwise specified in the Contract or these GTC, the Provider provides a warranty for the delivered Goods for the length of the quality as specified by the specific manufacturer of the equipment (hereinafter referred to as the "Warranty Period").

12.1.2

If Defects occur in the Goods during the Warranty Period, the Customer shall be entitled to:

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

19 z **33**

- (a) require the Defects to be remedied by supplying replacement Goods in exchange for the Defective Goods;
- (b) require delivery of the missing Goods;
- (c) require the Defects to be remedied by repairing the Goods if the Defects are repairable;
- (d) demand a reasonable discount on the price of the Goods; or
- (e) withdraw from the Contract (subject to the conditions set out in clause 11.6(b) of these GTC).

12.1.3

The choice between the entitlements set out in clause 12.1.2 of these GTC is the Provider's. The Provider shall inform the Customer of the chosen method of remedying the Defects without delay after notification of the Defect.

12.1.4

The Customer is obliged to inspect the Goods on receipt and to check the packaging and quantity of the Goods delivered and subsequently, as soon as possible, to ascertain their characteristics.

12.1.5

The exercise of claims arising from defects in the Goods delivered shall not be grounds for withholding the price for such Goods or any part thereof; the provisions of Section 2108 of the Civil Code shall be excluded.

12.2 Liability for Defects in the Services

12.2.1

The Provider shall be liable for Defects if it fails to provide the Services which are the subject of the Contract to the Customer in a proper and timely manner.

12.2.2

The Provider shall not be liable for Defects in the Services if they are caused by the Customer, third parties, third party software or other circumstances arising independently of the Provider's will, for example:

- (a) penetration of viruses into the Customer's information system or other similar attack not caused by the Provider;
- (b) obstacles caused as a result of a strike of the Customer's employees, i.e. as a result of a partial or complete interruption of work by employees;

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

20 z **33**

- (c) a natural disaster; or

- (d) a targeted cyber-attack.

In these cases, the Provider shall not be liable for damages resulting therefrom.

12.3 Legal defects

12.3.1

The Provider shall ensure that the Customer is not liable or jointly liable for any legal defects in the Goods supplied or Services provided, including the Software used by the Customer under the Contract, or for any unauthorised interference with the copyright or other rights of third parties.

12.3.2

In the event that the exercise of the Customer's rights under the Contract is prevented or hindered by the exercise of a third party's rights to the delivered Goods or Services (system), or the Customer becomes aware that a third party is exercising its right and/or the third party considers the Customer's use of the Goods or Services to be an infringement of its rights, the Customer shall:

- (a) immediately inform the Provider of this fact;

- (b) allow the Provider to take all steps to resolve the matter amicably;

- (c) co-operate with the Provider and provide the Provider with its cooperation in order to reach an agreement with the third party as soon as possible and to protect the rights of the Provider and the Customer;

- (d) to comply with any instructions issued by the Provider in order to protect the rights of the Customer and/or Provider.

12.3.3

The Customer shall not, without the express consent of the Provider, enter into any conciliation, settlement agreement or similar agreement relating to third party legal defect claims or take any action in recognition of such third party claims. The Provider undertakes to provide the necessary cooperation in the course of negotiating any agreement or settlement.

12.4 Liability for damages

12.4.1

The Provider shall be liable for damage caused to the Customer by the breach of the Provider's obligations under the Contract (including these GTC) and under the law, if the Customer proves that the damage was caused by the breach of the Provider's obligation.

12.4.2

The Provider shall be obliged to compensate for actual damage (not lost profits) up to 35% of the

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

21 z **33**

price (excluding VAT) of the Goods and/or Services paid by the Customer for the last three months prior to the damage. This limitation shall also apply to compensation for non-pecuniary damage which the Provider would have been legally obliged to pay and to compensation for damages in special cases pursuant to Sections 2920 et seq. of the Civil Code. The limitation on the amount of compensation for damages under this paragraph shall not apply to damage caused to a person's natural rights or damage caused intentionally or through gross negligence.

12.4.3

The Provider shall be exempt from liability for damages and shall not be obliged to compensate for damages if it proves that the damages were caused by (a) an extraordinary unforeseeable and insurmountable obstacle independent of the Provider's will (force majeure), or (b) the actions of the Customer or another third party beyond the Provider's control, or (c) as a result of insufficient cooperation to which the Customer was obliged. Furthermore, the Provider shall not be obliged to reimburse the Customer or any third party for damages if any of the events listed in Article 12.2.2 of these GTC have occurred.

12.4.4

The Provider and the Customer further acknowledge that the obligations under the Contract are for their own interest only and neither party shall be liable for damages to any third party arising from a breach of the obligations under the Contract.

12.4.5

The Provider shall not be liable to the Customer or any third party for any indirect, incidental, consequential or incidental damages, such as loss of contractual relationships or business opportunities, loss of profit, loss of data or any other claim made by a third party against the Customer.

12.4.6

The Parties are obliged to notify each other of a force majeure event (Article 12.4.3 of the GTC) in writing or by e-mail without undue delay. For the duration of such a force majeure, the failure of the Contracting Party to fulfil its contractual obligations shall not be considered a breach of the Contract. In the absence of force majeure for which performance of the Contract has been interrupted, the Parties undertake to notify each other of this fact without delay and to discuss further action together.

Part B: Special Provisions for the Provision of Services

RULES FOR THE PROVISION OF SAAS AND IAAS

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

22 z **33**

SERVICES

13.1 Common Provisions

13.1.1

The Services are provided in a proper and timely manner if, inter alia, the level of quality of their provision agreed in the specific Contract is met, i.e. in particular the required level of Availability and the time limits for the resolution of Defects.

13.1.2

Within the framework of the provision of the Services, the Provider shall continuously monitor and evaluate the quality and behaviour of the individual Services and propose solutions to the Customer in order to improve the levels of Availability achieved and to prevent any deterioration in the level of Availability.

13.1.3

The Provider is not obliged to comply with the Customer's request to allow a third party specified by the Customer to access the infrastructure that the Provider manages for the Customer under the Contract.

13.1.4

The Provider is entitled to provide the services under the Contract to the Customer also via remote access.

13.2 Obligations of Users

13.2.1

Unless otherwise provided for in the Contract, the User may not in any way:

- (a) tamper with the Provider's system and data, nor perform activities that would change the settings or function of the Customer's IaaS, nor interfere with the Provider's system in any way other than as agreed in the Contract;
- (b) use the Provider's IaaS to store or transfer data whose content is contrary to the applicable law of the Czech Republic or international treaties to which the Czech Republic is bound;
- (c) use the Provider's IaaS services for the activity of sending unsolicited e-mail messages (*spam*);
- (d) store information within the IaaS that is strikingly similar to third party services or

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

23 z **33**

applications in order to confuse or mislead Internet users (*phishing*);

- (e) spread computer viruses within IaaS;
- (f) engage in activities that would result in a disproportionate load on the Provider's network or any other part of the Provider's system included in the IaaS.

13.2.2

The Customer is responsible for the content operated within the IaaS pursuant to Article 13.5 of these GTC.

13.2.3

Access to IaaS is secured with a username and password. The User is obliged to maintain confidentiality regarding the information necessary to access his/her user account and acknowledges that the Provider is not liable for any breach of this obligation by the User. The Provider shall also not be held liable for forgetting this information.

13.2.4

The Customer is obliged to ensure that all IaaS Users are informed about the rules of use of the given Services and that all Users respect them.

13.2.5

The provisions of Articles 13.2.1 to 13.2.4 of these GTC above shall apply to SaaS, as well as any other systems and Services supplied or provided by the Provider to the Customer, mutatis mutandis.

13.3 Special Provisions for Software Services (SaaS)

13.3.1

In the case of delivery of Software Services, the Customer is obliged to provide the Provider with the following assistance necessary for the establishment and operation of SaaS.

13.3.2

For the establishment, setup and provision of the SaaS by the Provider, the Customer shall ensure the conditions of operation of the SaaS service specified in the relevant Contract, no later than the commencement of the initialization work according to the schedule agreed in the relevant Contract.

13.3.3

If any components of the Provider's technological equipment will be located at the Customer's site for the purpose of providing the Software Services, the Customer shall provide the necessary conditions for the installation and operation of such equipment and protect it from unauthorized access. The Customer is not entitled to tamper with such equipment in any way without the Provider's prior consent.

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

24 z **33**

13.4 Special provisions for the provision of Infrastructure Services (IaaS)

13.4.1

Unless otherwise stipulated in the Agreement, the following levels of provision of Infrastructure Services and rules for its monitoring by the Provider shall apply:

- (a) Guaranteed IaaS Availability level of **95%**;
- (b) The Guaranteed Availability Level is measured on a **monthly** basis; the measurement is done through the Provider's online proactive monitoring system;
- (c) The online monitoring service is managed from the Provider's Shared Services Center dispatch center in **24x7x365** mode, using the Provider's own visualization and notification tools, with the Provider providing the following proactive online monitoring:
  - Monitoring of running processes and services
  - Server performance monitoring (CPU, RAM, etc.)

13.4.2

Within the framework of the provision of Infrastructure Services, the Provider shall make every effort to:

- (a) to prevent data loss; to this end, the Provider undertakes to periodically back up the Customer's data in such a way that the data can be immediately restored without any change in its content,
- (b) to prevent misuse of the data, in particular the violation of trade secrets,
- (c) to prevent any unauthorised access to the data,
- (d) to take all other measures to ensure the security of the data.

13.4.3

In addition, the Provider shall ensure that no unauthorised use, alteration, adaptation, storage, reproduction, distribution or display of the Customer's data occurs in the course of providing the Infrastructure Services.

13.4.4

In the event of termination of the Contract, the Provider shall hand over to the Customer all backup media containing the Customer's data on the date of termination of the Contract, unless otherwise agreed by the Parties.

13.5 Responsibility for the content

13.5.1

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

25 z **33**

The Provider is not involved in any way in the creation of the content operated by the Customer within the IaaS and is not obliged to supervise the content of the information stored on its servers by the Customer. The Provider is also not obliged to search for facts and circumstances indicating the illegal content of such information.

13.5.2

The Customer is obliged to ensure the safety of the content operated within IaaS. For the purposes of these Terms and Conditions, unlawful content means in particular,

- (a) which disseminates pornography, in particular sexual practices that fulfil the offence of dissemination of pornography (e.g. child pornography, zoophilia, etc.);
- (b) which would fulfill the facts of the offence or which would infringe copyright (e.g. operation of download servers, warez, gamez, crack servers, making available or distributing illegal MP3s, making available or distributing photographs and other works used without the author's consent) or industrial rights (e.g. trademark) or which would encourage or facilitate such infringement;
- (c) which aids or abets the circumvention of technical means of copyright protection;
- (d) who incites or approves of criminal activity, defamation of a nation, ethnic group, race or beliefs, or the promotion of movements aimed at the suppression of human rights and freedoms, in particular by disseminating the views of the extreme right or extreme left;
- (e) which unlawfully interferes with the personality rights of third parties or the reputation of a legal person;
- (f) through which the User commits unfair competition;
- (g) by which any other illegal or criminal offence is disseminated or promoted activities.

13.5.3

The Customer acknowledges that the Provider is not responsible for the content of information stored by the User within the IaaS. The Customer further acknowledges that the Provider shall not be liable for any unlawful actions taken by the User within the IaaS.

13.6 Provider's right to suspend the provision of IaaS

13.6.1

The Provider shall have the right to immediately suspend the provision of IaaS services in the event of a breach of the Agreement by the Customer, in the event that the Customer fails to remedy such defective condition even upon a prior written request by the Provider, within 24 hours of receipt of such request.

13.6.2

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

26 z **33**

The Provider shall be entitled to prevent the dissemination of data disseminated by the Customer in violation of the Agreement and these GTC, with immediate effect upon becoming aware of illegal content (i.e. content in violation of Article 13.5 of these GTC) stored or operated by the User within the IaaS. However, the Provider shall notify the Customer of the measures taken without undue delay.

13.6.3

In the event of detection of a technical or application problem on IaaS (e.g. an infection of the Customer's application or system), which could in any way threaten the functionality and stability of the Data Centre in the Provider's use, the Provider is obliged to immediately after detection or notification of the Customer to initiate activities leading to the elimination of such a problem. In the event that the problem is not promptly remedied and threatens the functionality of the Data Center, the Provider may take steps to immediately stop the IaaS for the Customer without notice. However, the Provider shall subsequently inform the Customer without delay.

13.6.4

Suspension of IaaS by the Provider in accordance with this Article 13.6 of these GTC shall not constitute a Failure or Defect of IaaS, nor shall it be considered an Outage; the period of suspension of IaaS shall not be included in the calculation of the IaaS Availability Time.

13.6.5

The Provider shall not be liable for any damage caused by the suspension of IaaS (and making the User's access to the data stored via IaaS unavailable) for the reasons set out above, even if the User proves that the content stored or operated within IaaS was not illegal (by submitting a decision of a court or other state authority or an agreement with the person who originally claimed that the content was defective).

13.7 Service and Defect Resolution

13.7.1

The Customer shall notify the Provider of the Defect without undue delay after its discovery.

13.7.2

Only the Contact Persons shall be entitled to report Defects and make Requests to the Provider on behalf of the Customer at the contact numbers and addresses specified in Article 13.7.3 of these GTC below.

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

27 z **33**

13.7.3

Notification of a Defect or a Request may be made in the following ways:

Form	Details
E-mail	**MAILTO:HELPDESK@ALGOTECH.CZ**
Internet	**HTTPS://HELPDESK.ALGOTECH.CZ**
Telefon	**+420 225 006 444**

13.7.4

For the beginning of the response time or the removal of the Defect, the moment of entering the request on the portal https://helpdesk.algotech.cz or the moment of receiving the e-mail is decisive.

13.7.5

In the case of a Defect that is "critical" or "urgent" (see Article 13.7.8 of these GTC), the Customer must explicitly state that it is a Defect with such an impact.

13.7.6

However, the binding categorization of the Defect shall be made by the Provider after proper notification. The Customer is entitled to prioritize the resolution of Defects.

13.7.7

After proper notification of a Defect, an escalation process with the Provider follows, during which an alert (event) is created in the Provider's monitoring system. Subsequently, a notification of the Defect is sent to the Provider's Helpdesk information system and a new Defect is registered. For each newly registered Defect, a notification is sent to the Provider's first level L1 resolution group. The Provider's L1 resolution group takes over and resolves the incident. In the event of a Critical or Urgent Defect, the L1 Provider's Resolution Group forwards the Defect to the next level of L2 support for resolution. The Project Manager or the agreed contact person on the Customer side is informed of the registration of the Urgent or Critical Defect that prevents operation and subsequently also informed of the resolution. The resolution of Requests shall be handled in a similar manner.

13.7.8

Unless otherwise provided for in the Contract, the Provider shall respond to Defects depending on their nature (category) in the manner and within the timeframes so specified:

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

28 z **33**

Classification of Defects:

	Reporting Level		Description
high	V1	"Critical defect"	The Service cannot be operated at all due to the defect or the product defect has a critical effect on the application or HW being operated, critical condition of the supported system - total failure, the system requires immediate solution including non-functionality of HW equipment
medium	V2	"Urgent defect"	The defect significantly limits the correct functionality of the Service, but the product or application can be operated with limitations
low	V3	"Defect"	Non-critical defect of the Service that does not significantly affect the operation of the Service, the Service can be operated without significant limitation

Guaranteed Service Level:

	Reporting level		Response time (guaranteed response time)	Time to fully resolve the request
High	V1	"Critical Defect"	2h	NBD
Medium	V2	"Urgent defect"	4h	NBD
Low	V3	"Defect"	8h	NBD

13.7.9

The defect is remedied by the Provider at the time when the Provider:

- (a) removes the defect that caused the Defect or otherwise makes the non-functioning Service operational, if it is a Service for which the Provider is responsible, or
- (b) locates and notifies the Customer of the cause of the Defect if it is a Service that is not provided under the Contract by the Provider or for which the Provider is not responsible; or
- (c) demonstrate to the Customer that the cause of the Defect is not a failure of the agreed Service, even a Service for which the Customer is responsible, and offer the Customer further assistance in locating the cause of the Defect and remedying it; or
- (d) provide the Customer, pending final resolution of the Defect, with instructions on how to use the Service in such a way that the Defect does not manifest itself without limiting the full use of the Service and without such a solution representing a significant increase in costs for the Customer or increasing the risk of further Defects.

13.7.10

In the event that the Customer makes an unauthorised notification of a Defect in the Services in the relevant calendar month (i.e. if it is found that the Defect does not exist or the Defect has occurred due to circumstances for which the Provider is not responsible), the Provider may require the Customer to compensate for the increased costs associated with qualifying and resolving the Defect.

13.8 Data migration

13.8.1

Upon termination of the Contract, the Provider may provide assistance to migrate data to the Customer or a third party and, if applicable, other assistance related to the transition to the new IaaS. However, payment for the provision of such assistance shall not form part of any other payment to the Provider under the Contract and the amount thereof shall be agreed separately by the Parties upon termination of the Contract in accordance with Article 13.8.2 of these GTC.

13.8.2

If the Customer wishes to obtain data stored within IaaS, it must request a separate Data Migration Offer from the Provider and subsequently order such data migration from the Provider by placing an order no later than 15 (fifteen) days from the date of termination of the Contract. The price for the migration will be determined depending on the volume of data migrated as a price per "person-day." If the Customer does not order the data migration within the aforementioned 15 (fifteen) days, the Customer shall be deemed not to have ordered the data migration.

13.8.3

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

30 z **33**

The Provider shall be entitled to delete (remove) all of the Customer's data that was stored on servers in the Provider's use (including in hosting centres) or other data carriers as of the date of termination of the Agreement after the expiry of the period of 60 (sixty) days from the termination of the Agreement. The Customer acknowledges this, as well as the fact that the data so removed cannot be restored. The Provider shall not be liable for any damages resulting therefrom.

Part C: Common final provisions

ASSIGNMENT OF CLAIMS

14.1

Neither Party shall be entitled to assign claims arising under the Contract entered into in accordance with these GTC, to allow a third party to assume the debt, or to transfer its rights and obligations under the Contract (assign the Contract) without the prior written consent of the other Party. Any assignments and transfers made without the prior written consent of the other Party shall be deemed null and void and ineffective against the other Party. This provision shall not be construed as authorizing the Provider to use a subcontractor to fulfill its obligation. This provision does not apply to factoring.

COMMUNICATION BETWEEN THE PARTIES AND SERVICE OF PROCESS

15.1

Except as otherwise expressly provided in the Contract, only the statutory bodies of the Parties, their employees to the extent customary in relation to their employment or function under
§ Section 166 of the Civil Code and/or representatives of the Parties authorised to do so by written power of attorney (hereinafter referred to as "**Authorised Representatives**"). If the relevant legal action is taken by a representative of a Party under a power of attorney, the relevant power of attorney must be attached to the first legal action taken by the relevant person. In other matters (e.g. handover and acceptance of the Work, resolution of technical issues related to the implementation of a specific business case, reporting of Defects, etc.), the Parties shall also be represented by the contact persons specified in the Contract (respectively in the Tender or Order) (hereinafter referred to as the "**Contact Persons**").

15.2

The Parties are obliged to notify the other Party in writing without undue delay of changes in the persons referred to in Article 15.1 of these GTC and their contact details. The Parties accept

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

31 z **33**

notification of Defects (including their subsequent resolution) by e-mail communication by the Contact Person in this context.

15.3

If the Contract or these GTC require that a particular legal act of the Parties be made in writing, a Party shall comply with this obligation by delivering a written notice to the other Party personally, by registered post with postage prepaid or by a recognised courier service to the registered office address of the other Party registered in the commercial or other public register at the time of dispatch of the document and, if there is no such address, to the address of the Party specified in the Contract.

15.4

A document shall be deemed to have been served if it has been delivered by any of the above methods to the address of the other Party, even if the addressee of the document has not been informed of this and/or is not present at the address.

15.5

If the Contract and/or these GTC allow for certain legal acts of the Parties to be carried out by electronic means (e-mail), it shall be sufficient if the electronic message has been sent from the e-mail address of the Authorised Representative of the respective Party to the address of the Authorised Representative of the other Party, without the requirement of a guaranteed electronic signature; the provisions of Section 562(1) of the Civil Code shall not apply.

PROHIBITION OF CORRUPT BEHAVIOUR AND MEASURES AGAINST CONFLICTS OF INTEREST

16.1

The Customer undertakes to avoid any actions that would jeopardize the interests of the Provider, including fraudulent conduct, bribery or corruption, or any other conduct contrary to law. The Customer undertakes to refuse and not to provide any gift or business courtesy that might influence the conduct of business relationships or business decisions of persons cooperating with or influencing the provision of the Services under the Contract. The Customer shall prevent conflicts of interest and report to the Provider any such situations if they arise. The Customer undertakes to inform the Provider of any conduct that is contrary to the principles set out in this Article 16 of the GTC. The Customer shall ensure that its employees and other persons used by the Customer for the performance of the Customer's tasks act in accordance with these principles. In the case of the

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

32 z **33**

Client - a legal entity, the Client is aware of its criminal liability arising from Act No. 418/2011 Coll., on the criminal liability of legal entities and proceedings against them, as amended.

SEPARABILITY

17.1

In the event that any provision of the Contract or these GTC is or hereafter becomes invalid for any reason whatsoever, it shall not invalidate the remaining parts of the Contract or these GTC. The Parties undertake to promptly replace such provision by mutual agreement with another provision corresponding in content to the purpose of the invalid provision.

APPLICABLE LAW AND DISPUTE RESOLUTION

18.1

The contractual relationship arising from the Contract shall be governed by Czech law, in particular the Civil Code and the Copyright Act. In the interpretation of the Contract, the provisions of the law shall prevail over the commercial practices observed in general and in a particular industry.

18.2

The Parties undertake to use their best efforts to eliminate mutual disputes arising under or in connection with the Contract and to resolve them, in particular through negotiations between their authorized representatives.

18.3

All disputes arising out of or in connection with the Contract which the Parties fail to resolve pursuant to Article 18.2 of these GTC shall be resolved by a court of competent jurisdiction in the Czech Republic, locally competent according to the general court of the Provider as a court of first instance, unless the law provides for exclusive local jurisdiction.

EFFECTIVENESS

19.1

These GTC shall take effect on 1 January 2018.

Algotech, a.s., Sokolovská 668/136 D, 186 00 Praha 8, Česká republika, +420 225 006 555, info@algotech.cz, www.algotech.cz

33 z **33**