Terms and conditions for the provision of cloud services OBELISK

sefira

Effective from May 1, 2025

These terms and conditions regulate the terms for the provision of cloud services OBELISK by SEFIRA spol. s r.o. with its registered office at Antala Staška 2027/77, 140 00 Prague and ID No. 629 07 760, registered in the Commercial Register kept by the Municipal Court in Prague under file No. C 34572.

Definitions

The following definitions are used in the Terms:

"Account" means the dedicated environment provided to the Customer as part of the Services.

"Additional Services" means consulting and other services provided in connection with the provision of the Services.

"Agreement" means a bilateral legal relationship between the Provider and the Customer, on the basis of which the Services are provided to the Customer and on the basis of which the Provider is entitled to the Fee.

"Application" means all software, including its source code, databases and other components, through which the Services are provided.

"Cloud Services Catalogue" means the document that forms an integral part of the Terms and contains a description of the Services.

"Customer Portal" means the user environment within which the Customer can manage the use of the Services.

"Customer" means the other party to the Agreement who is the user and recipient of the Services.

"Editions" means different tiers of the Services in terms of their scope, availability or other parameters.

"End Customer" means the ultimate recipient of the Service where that subject is distinct from the Customer.

"License" means the license set forth in paragraph 8.4 of the Terms.

"Order" means the Customer's written order requesting the conclusion of the Agreement or the provision of Additional Services.

"Period" means a specific period of time during which the Customer may use the Services.

"Policy" means the personal data processing policy, which is an integral part of the Terms and describes how the Provider processes the Customer's personal data.

"Price List" means the document that is an integral part of the Terms and contains information about the Fee for the Services and related performance.

"Provider" shall mean the party providing the Services, which is SEFIRA spol. s r.o. with its registered office at Antala Staška 2027/77, 140 00 Prague and company ID No. 629 07 760, registered in the Commercial Register kept by the Municipal Court in Prague under file No. C 34572.

"Fee" means the monetary consideration to which the Provider is entitled for performance under the Agreement.

"Services" means the services described in the Cloud Services Catalogue.

"Special Environment" means the integration and testing environment for the provision of the Services, which is primarily used to test and verify the integration of the source information systems.

"Suggestions" means questions, comments, suggestions, ideas, feedback or other information regarding the provision and use of the Services.

"Terms" means this document which sets out the basic rights and obligations of the Provider and the Customer in connection with the provision and use of the Services and related performance.

"Unavailability" means a condition in which the Services exhibit behavior such that their functionality is so severely limited that they are unable to perform their intended purpose.

"Web Presentation" means the Provider's web presentation available at www.sefira.com.

1. Introductory Provisions

1.1. **Subject of the Agreement.** The Services and related performance described in the Agreement shall be provided to the Customer on the basis of the Agreement. The Customer shall pay the Provider the Fee for the provision of the Services.

1.2. **Agreement Hierarchy.** The Agreement consists of the following documents, in order of priority (i.e., the document higher in the list has application priority over the document lower in the list):

   i) Agreement for the provision of services

   ii) Order and its confirmation by the Provider;

   iii) Terms;

   iv) Cloud Services Catalogue and Price List.

   The information contained within the Web Presentation is for informational purposes only and does not create any rights or obligations of the parties to the Agreement.

The Customer's terms and conditions or other similar document shall not apply to this Agreement and shall not establish any rights or obligations for the parties to the Agreement.

1.3. **Conclusion of the Agreement**. The Agreement can be concluded in three ways:

    i) Agreement. The parties shall enter into a written contract together for the provision of services on individually agreed terms and conditions beyond the scope of this document. The Agreement is concluded by the signature of both Parties.

    ii) **Order.** The Agreement is concluded upon confirmation of the order by the Provider.

    iii) **Simplified ordering via the Customer Portal.** The Customer can conclude the Agreement through the order form available on the Website or the Customer Portal. The Agreement is concluded upon confirmation of the order by the Provider.

1.4. **Activation of the Services.** Activation of the Services will take place by the date specified in the Agreement or Order, but not earlier than 5 business days after the signing of the Agreement or confirmation of acceptance of the Order.

1.5. **Refusal to conclude the Agreement.** The Provider reserves the right not to conclude the Agreement.

1.6. **Legal representation.** If a person enters into the Agreement on behalf of the Customer, they declare that they are authorized to do so.

1.7. **Exclusion of consumers.** Only a legal entity entering into the Agreement in the course of its business activities may be the Customer.

1.8. **Changes of the Terms.** The Provider is entitled to amend these Terms and all of its components by issuing a new version. The Customer shall be informed of the release of the new version at least 30 days before the date of their effectiveness by e-mail or via the Customer Portal. The Terms and the Cloud Services Catalogue will be effective on the date specified in the Terms and the Cloud Services Catalogue respectively. In the event that a change to the Terms or the Cloud Services Catalogue results in a material limitation of the scope or manner of provision of the Services by the Provider, the Customer shall be entitled to terminate the Agreement on the effective date of the change to the Terms or the Cloud Services Catalogue, and shall be entitled to a refund of a pro rata portion of the paid Fee. The new version of the Price List shall always be effective for the new Service provision Period. If the Customer does not agree with the changes, the Customer is entitled to cancel the automatic renewal of the

provision of Services pursuant to paragraph 2.6 of these Terms.

2. **Scope of Services**

2.1. **Types of Services.** The Provider offers Services, the specifications of which are available in the Cloud Services Catalogue.

2.2. **Customer Portal.** After the conclusion of the Agreement, the Customer is provided with access to the Customer Portal, unless it was already available to the Customer before the conclusion of the Agreement.

2.3. **Service Edition.** Services are available in different Editions. The chosen Edition has a direct impact on the conditions of provision of a particular Service, in particular on the scope of the provided functionalities, the volume of the Service and the possibilities of its extension. The parameters of individual Editions are specified in detail in the Price List. The Customer may choose different combinations of Services in different Editions, and these Services run independently of each other.

2.4. **Period.** The Customer may use the Services in the scope of the selected Edition for the agreed Period. Unless otherwise stated, the Period is one year.

2.5. **The course of Period.** The following situations may occur when you use the Services (or any individual Service) during the Period:

    i) **The Customer does not use the Service in its entirety before the end of the Period.** In such case, the unused volume of the specific Service shall be forfeited and the Customer shall not be entitled to a refund of the Fee or any part thereof. At the same time, the Period will be automatically renewed in accordance with paragraph 2.6 of the Terms.

    ii) **The Customer will use the entire volume of the Service before the end of the Period.** In such case, the Period will end early at the time of exhaustion of the specific Service volume. At the same time, the Period for that particular Service will be automatically renewed in accordance with paragraph 2.6 of the Terms. In the case of the OBELISK Trusted Archive Cloud Service or equivalent Service, automatic renewal will occur in a higher Edition.

    iii) **Before the end of the Period, the Customer will be interested in a higher Edition of the Service.** In this case, the Customer may order a higher Edition for a specific Service and pay the difference in Fee between the new and original Edition. The change of Edition is retroactive to the

start date of the Period and the Period is not extended.

iv) **The Customer finds that the lower Service Edition is sufficient.** In this case, the Customer may order a lower Edition for a specific Service. The change will be effective from the start of the next Period.

v) **The Customer wishes to terminate the provision of the Service.** In this case, the Customer may request the cancellation of the automatic renewal of the Period before the end of the Period in a manner corresponding to the conclusion of the Agreement. The termination of the provision of the Services does not affect the current Period, however, at the end of the Period the Period will not be automatically renewed and the provision of the Service will be terminated.

2.6. **Auto-renew Period.** Unless the Customer cancels the automatic renewal of the 2.5v) Service, or refuses to make changes in accordance with paragraph 1.8 or 7.6 of the Terms, the automatic renewal of the Period shall occur on the day following the day on which the Period ends, on the terms and conditions in effect on the date of renewal and in the same Edition as before. If the Customer has been notified of changes to the 1.8 or 7.6 Terms and has not rejected such changes, the Period will be renewed in accordance with such changes. The Customer will be notified of the impending automatic renewal of the Period 30 days prior to the end of the Period or when 80% of the volume of Services has been exhausted. The Customer will also be notified of the start of the new subsequent Period.

2.7. **Reactivation Period.** If the Customer cancel the renewal of the Period, the Customer has the option to start another Period in the selected Edition within 30 days of the end of the Period. Reactivation will take place under the Terms and Price List currently in force at the date of reactivation, which is the start of the new Period.

2.8. **Integration of Services.** In order for Customer to use the Services, it may be necessary to integrate the Services into an environment of Customer's choice. Provider will provide information and documentation to enable Customer to integrate the Services with its chosen environment. The Provider is not responsible for the compatibility of the Services with the technical infrastructure chosen by the Customer or for any costs associated with integration. In case of individual agreement, the Provider may provide the Services integration at the Customer's expense.

2.9. **Integration and testing environment.** Special Environments can be made available to the Customer. Customer acknowledges that the Special Environments are for the sole purpose of integrating and testing the Services. Customer agrees to use only data for these environments that does not contain any real personal or confidential information.

2.10. **Permitted Distributions of Services.** The Customer is entitled to use the Services either for its own needs or for the needs of the End Customer specified in the Agreement or Order.

3. **Additional Services and Consultations**

3.1. **Additional Services and consultations.** The parties may agree to provide Additional Services.

3.2. **Agreement.** The Customer is entitled to order Additional Services in an appropriate manner in accordance with paragraph 1.3 of the Terms.

3.3. **Provision of Additional Services.** The Additional Services shall be provided by the Provider in accordance with the terms and conditions set out in the Additional Services agreement.

3.4. **Provisions of the Agreement.** The provisions of this Agreement governing the provision of Services shall apply appropriately to the provision of Additional Services, unless otherwise expressly agreed.

3.5. License. In the event that the output of the Additional Service is an output that may be a copyrighted work within the meaning of Act No. 121/2000 Coll., Copyright Act, as amended, the Provider grants the Customer a license to it within the meaning of paragraph 8.3 of the Agreement (unless the parties agree otherwise).

4. **Customer Accounts**

4.1. **Accounts.** In order to provide the Services, the Provider shall create and make available to the Customer the necessary access Accounts.

4.2. **End Users.** The Customer may also allow its employees or other individuals with whom it works to use the Services. The Customer is responsible for the use of the Services by such users as if the Customer were using the Services itself.

4.3. **Unauthorized conduct.** Customer is not authorized to share Accounts with third parties other than End Customer or End Users. In such case, the Provider reserves the right to suspend or block the affected Accounts or to withdraw from the Agreement.

4.4. **Access details.** Accounts are secured by username and password or other means.

4.5. **Current data.** The Customer is obliged to keep the data entered up-to-date and true at all times. If the data changes, the Customer is obliged to update them without undue delay. If the Customer provides inaccurate or false data, the Customer is liable for any damage that may arise from such situation.

4.6. **Compromise of the Account.** In case of suspicion that the Accounts have been compromised, the Customer is obliged to immediately contact the Provider.

4.7. **Preventing access.** The Provider is entitled to temporarily or completely prevent the Customer from using the Accounts, especially if the Customer has violated these Terms or the law.

4.8. **Deleting Accounts.** In the event of termination of the Agreement, the Accounts will be deleted by the Provider within 30 days after termination of the Agreement. The Customer is not entitled to any refund.

4.9. **Limitation of liability.** In case of handling the Accounts in violation of this section of the Terms, or in case of restriction or change of access to the Accounts, the Provider shall not be liable for any damage caused thereby.

5. Terms of Use Services

5.1. **Purpose of Services.** The Services may only be used for the purposes set forth in the Cloud Services Catalog.

5.2. **Prohibitions.** In particular, the Customer is not allowed to:

   i) use the Services in violation of the Terms or the law;

   ii) attempt to decompile or reverse engineer the Application or otherwise attempt to obtain its source code or determine its operating principles;

   iii) circumvent, disable or otherwise interfere with the security features of the Application;

   iv) rent, resell, license, sublicense the Application;

   v) provide access to use the Services to third parties except as set forth in paragraph 4.3 of the Terms;

   vi) overload the Application or otherwise interfere with it unreasonably in a way that could affect its operation or the use of the Services by other Customers.

5.3. **Monitoring and restrictions.** Provider reserves the right to monitor Customer's use of the Services for prohibited conduct. However, it is not obliged to do so. In the event that prohibited conduct is detected, the Provider may restrict or disable the Customer's access to the Account, delete the Account, or terminate the Agreement.

6. Fee

6.1. **Fee.** For the provision of Services, the Provider is entitled to the Fee according to the Price List.

6.2. **Period.** The Provider shall be entitled to the Fee at the following moments:

   i) The entitlement to the Fee for the provision of the Services shall commence on the first day of the Period. The first Period shall begin on the date specified in the Agreement and shall thereafter be renewed in accordance with the terms set forth in Clause 2 of the Agreement.

   ii) Entitlement to the Additional Services Fee arises at the time of entering into the agreement under which the Additional Services are provided.

   iii) Entitlement to the any Fee for one-off Services arises at the time of provision of the Service.

6.3. **Invoice.** The Fee will be paid on the basis of a duly issued invoice (tax document) by the Provider, which will meet all the requirements set out in the legislation. The due date for payment of the Fee will be set at 14 days from the date of sending the invoice to the Customer. The Parties agree to electronic invoicing. In the event of delay in payment by the Customer, the Provider may suspend the provision of the Services until the agreed Fee for the Services is paid in full.

6.4. **Incorrect invoice.** If the invoice does not contain the all requirements or contains incorrect data, the Customer is entitled to return it to the Provider within 5 days of its receipt, stating or pointing out the missing requirements or incorrect data. The Provider shall be obliged to correct the invoice according. Upon the return of the invoice, the original due date shall cease to run. The new due date shall run again from the date of receipt of the corrected or new invoice.

6.5. **VAT.** The Fee in the Price List is exclusive of VAT and the Provider may charge VAT together with the Fee in accordance with legal regulations.

6.6. **Refunds.** Unless otherwise stated by the Provider in the Terms, all paid Fees are non-refundable.

7. Availability and Changes of Services

7.1. **Guarantee of availability.** The Provider makes every effort to ensure maximum availability of the Services. However, it does not guarantee that they will be available without interruption. However, the Provider undertakes to provide a certain level of Guarantee of availability.

7.2. **Availability.** Under the Guarantee of availability, the Provider guarantees availability of 99%. Availability will be calculated as follows:

$$D = [(P-V) / P] * 100, \text{where}$$

"D" is the availability for the relevant Monitoring Period, expressed as a percentage;

"P" is the total Operating Time for the relevant Monitoring Period, expressed in minutes;

"V" is the total period of Unavailability for the relevant Monitoring Period, expressed in minutes;

The **"Monitoring Period"** is 1 day;

"Hours of operation" are 24/7/365.

7.3. **Planned shutdowns.** Planned shutdown means a specifically designated period of time during which the Services will not be available. Such downtime shall not be considered an Unavailability of the Services, if performed:

i) during service windows, which are set for the 2nd Tuesday of the month, from 18:00 - 2:00 CET.

ii) on the basis of a notification to the Customer, which will be made at least 5 working days in advance.

7.4. **Exceptions to Unavailability.** The Unavailability is not considered to be Unavailability, if

i) the Unavailability is caused by the absence of a functional feature of the Services that is not mentioned in the Cloud Services Catalogue;

ii) the Unavailability arises as a result of unauthorized interference with the operation of the Service by the Customer;

iii) third parties are responsible for the occurrence of the Unavailability and the cause of the occurrence and possible solution of the Unavailability is not within the Provider's control;

iv) the Unavailability is caused by the prevention of a serious security threat by the Provider, about which the Customer will be subsequently informed;

v) the Unavailability is caused by the force majeure.

7.5. **Failure to comply with Guarantee of availability.** In case of non-compliance with the Guarantee of availability, the Provider undertakes to provide the Customer with a discount from the Fee. This is the only entitlement that the Customer may incur as a result of a failure to comply with the Guarantee of availability. A discount is due for each Monitoring Period in which the Provider fails to meet the Guarantee of availability. The discount will be assessed on the date of renewal for the next Period and will be provided in the form of a credit for the following Period. The discount will be calculated as follows:

i) In the case of Availability less than 99% and greater than or equal to 97%, the discount is 25% of the Fee for the Monitoring Period;

ii) In the case of Availability less than 97%, the discount is 50% of the Fee for the Monitoring Period.

7.6. **Changes to the Services.** For as long as the Services continue to be provided as described in the Cloud Services Catalog, Provider may change (update, modify, remove features or temporarily discontinue) the Services for any reason, without notice and at its sole discretion. If, as a result of such a change, the Services can no longer be used to the extent described in the Cloud Services Catalogue, the Customer shall have the right to terminate the Agreement in accordance with Clause 10 of the Terms.

7.7. **Fee Refund**. In the event of termination of the Agreement due to inability to use the Services pursuant to paragraph 7.6, the Customer shall be entitled to a refund of a pro rata portion of the Fee for the Period during which the Customer was unable to use the Services.

8. Licenses and Other Intellectual Property Rights

8.1. **Ownership**. All rights to the Application, including copyrights to content, trademarks and other rights, belong to the Provider or third parties with whom the Provider has a license or similar agreement, if applicable.

8.2. **Access to the Services.** The Customer acknowledges that the Services are provided as a cloud-based solution. Except as set out in paragraph 8.3 of the Terms, the Customer only gains access to the Services in accordance with these Terms.

8.3. **Integration of the Application into the Customer's environment**. In the event that the Customer integrates a part of the Application or other source code of the Provider into its environment or systems as part of the use of the Services, the Provider grants the Customer a non-exclusive, non-transferable, territorially unlimited license to use the Application,

exclusively for the described use of the Services within the scope of the available functionalities set out in the Terms. The license is granted for the term of the Agreement. The Customer shall be entitled to grant a sub-license exclusively to the End Customer(s) and End User(s) for the sole purpose of using the Services. The license shall apply, where applicable, even if the Customer installs a certain part of the Application on its device through which it will access the Application. For the avoidance of doubt, the Provider states that the license does not include permission to make the Application available for redistribution, reproduction, modification, republication or copying in any form. The license may not be assigned by the Customer.

8.4. **License.** In the event that both parties or any authority jointly conclude that an Application license is required to provide the Services, Provider shall grant a license to Customer to the same extent and on the same terms as set forth in paragraph 8.3 of this Agreement.

8.5. **Rights to suggestions.** The Customer acknowledges and agrees that the Suggestions provided to the Provider are not confidential and become the exclusive property of the Provider. Provider shall thus own exclusive rights, including an unrestricted license to all intellectual property, and shall be entitled to use and distribute the Suggestions unrestrictedly for any lawful purpose, commercial or otherwise, without providing any acknowledgement or compensation. Customer grants to Provider an exclusive and unrestricted license to any such Suggestions, waives the right to any royalties of any kind, and warrants that all such Suggestion are its original creation and/or that it has the right to provide such Suggestions. The Customer also agrees that he shall have no claim or recourse against Provider with respect to any alleged or actual infringement or misappropriation of his right to the Suggestions.

8.6. **Logo and background.** The Customer grants to the Provider a non-exclusive, free of charge, unlimited territorial license to use logos, trademarks and other visual or textual materials used to adapt the Service to the visual identity of the Customer. This license is granted solely for the purpose of providing the Services for the duration of the Agreement. The Provider undertakes not to use these materials for purposes other than those directly related to the operation and use of the Services by the Customer.

8.7. **Reference.** The Provider may use basic information about the business relationship with the Customer as a business reference. For this purpose, the Customer grants the Provider a license to use the Customer's trade/name, logo and trademarks without the need for

further approval from the Customer. This license is free of charge, not limited in territory and is granted for the duration of the proprietary copyrights and/or the registration of the respective trademark.

9. **Liability for Damages**

9.1. **Liability for defects**. The Customer acknowledges that the Services and any related product and/or documentation are provided "as is" to the maximum extent permitted by law. Except as set forth in paragraph 7.5 of these Terms, Provider is not obligated to provide any support or guarantee of availability. To the extent permitted by law, Provider shall use its best efforts to provide the Services to the extent described in the Cloud Services Catalog. However, Provider expressly states that a change or removal of functionality within the Services provided shall not be considered a defect if the change or removal of functionality is made in accordance with paragraph 7.6 of the Terms.

9.2. **Defect claims.** In the event that the Services provided do not meet the parameters set out in the Agreement, the Customer shall have the option to make claims for defects. In the event of such defects, the Customer shall be entitled to either (a) have the defect remedied or (b) receive a discount on the Fee. The choice of claim shall be made by the Provider. The Customer shall be entitled to object to defects only within 30 days of the Services being made available, after which the objected defects shall not be taken into account.

9.3. **Disclaimer.** To the maximum extent permitted by law, Customer agrees that Provider shall not be liable to Customer or any other person or entity claiming through Customer for any direct or indirect damages, including lost profits, or for any other loss or damage ("Damages"), without limitation, whether arising out of the provision of the Services, whether by operation of law or otherwise, or whether arising out of the inability to access or use the Services during any failure, outage or interruption, whether or not the damage was foreseeable and whether or not the Customer was advised of the possibility of such damage.

9.4. **Responsibility for the End Customer.** The Customer acknowledges that the Provider does not enter into any contractual relationship with its End Customers and therefore has no liability to the End Customer. It is the Customer's sole responsibility to comply with any legal and contractual obligations it has to the End Customer.

9.5. **Compliance with local regulations.** Provider does not warrant that the Services will be appropriate or available for all countries. If the

Customer uses the Services in a country where the use of the Services is in violation of local laws, the Customer is fully responsible for any violation thereof.

9.6. **Services provided by third parties.** The Provider reserves the right to use third parties for certain performance under this Agreement. If any of the above services are provided by third parties, the Customer may be subject to the terms and conditions of such third parties.

9.7. **Third party software.** The Provider is not responsible for third-party software that the Customer connects via API (or the Provider connects on the Customer's instruction) in connection with the use of the Services. Responsibility for the functionality of such software and for any damages arising in connection with its use shall be borne by the provider of such third party software.

9.8. **Special Environment.** The Provider is not responsible for the availability, functionality or quality of the Special Environment and makes no warranties regarding its uninterrupted operation, performance or security. The Provider shall not be liable for any damages incurred by the Customer in connection with the use of the Special Environment.

9.9. **Examples of disclaimers.** For the avoidance of doubt, the Provider states that it accepts no liability for:

i) any unauthorized access to or use of its secure servers and/or any personal data and/or financial information stored on them;

ii) any interruption or termination of data transmission in the use of the Services;

iii) any claims that may arise or End Customers may have in connection with the services provided to them by the Customer;

iv) inability to use the Services and/or any part thereof unless the Customer has suitable and sufficient software or hardware;

v) any Damage arising from the Customer's breach of law, the Agreement and/or the Terms;

vi) for unavailability of the Services beyond the discount associated with the Guarantee of availability;

vii) the validity and correctness of any legal actions arising from the electronic documents against which the Services are used.

9.10. **Limitation of liability.** The total cumulative liability of the Provider for Damage arising out of or in connection with the provision of the Services shall not exceed the amount of the Fee paid by the Customer to the Provider in the last 12 months of the Agreement prior to the month in which the Damage occurred.

9.11. **Intractable liability.** The limitation of liability does not apply to Damages caused by the Provider's gross negligence, bad faith or intentional or willful conduct.

9.12. **Claim for compensation.** The Customer agrees to indemnify the Provider, as well as its agents, employees, officers, successors and/or assigns in the event that any loss, damage or other claim is made by a third party (i.e. including the End Customer) as a result of:

i) use of the Services by the Customer or End Customer in violation of the Terms or the law;

ii) the falsity of any representations or warranties made by the Customer;

iii) infringement of third party rights by the Customer, i.e., including but not limited to claims arising from defamation, invasion of privacy, copyright infringement, trademark infringement or any other claims;

iv) deliberate acts to the detriment of the Provider; and/or

v) Customer's actions towards any other user of the Services.

9.13. **Duty to cooperate.** Notwithstanding the foregoing, Provider reserves the right to defend, at Customer's expense, any claims for which Customer is required to indemnify Provider, and Customer agrees to cooperate with Provider, at Customer's expense, in the defense of such claims. Provider shall use reasonable efforts to notify Customer of any such claim, action or proceeding that is the subject of this indemnity as soon as it becomes aware of such claim, action or proceeding.

9.14. **Cooperation.** The Customer undertakes to provide the Provider with the necessary cooperation if it is required for the provision of the Services or the performance of obligations under the Terms. In the event that the Provider cannot perform under this Agreement due to lack of cooperation, even though the Provider has notified the Customer in advance or subsequently in writing of the need for cooperation, the Provider shall not be in default and shall not be liable for any Damages resulting therefrom.

10. Termination of Agreemant

10.1. **Indefinite period.** The Agreement is concluded for an indefinite period. Termination of the Agreement occurs in the following situations:

i) by written agreement of both parties;

ii) withdrawal by one of the parties for material breach of the Agreement pursuant to paragraph 10.2 and paragraph 10.3 of Terms.

iii) 30 days after the end of the last Service Period following a party's decision to terminate the automatic renewal of the Period pursuant to paragraph 10.5 of the Terms;

iv) if the Provider or the Customer, as a legal entity, is dissolved with liquidation.

10.2. **Withdrawal by the Customer.** The Customer is entitled to withdraw from the Agreement if the Provider breaches its obligations under the Terms in a particularly serious manner. In this case, the Customer is entitled to a refund of the Fee for the remainder of the Period.

A material breach of the Agreement shall be deemed to occur in particular if

i) there is a material change to the scope of the Services as described in the Cloud Services Catalog;

ii) the Services are unavailable for more than 5 business days or the availability of the Services is repeatedly (i.e. in at least 10 cases) below 90% within 30 days;

iii) The Provider does not provide the necessary cooperation for the proper use of the Services, especially if the Services cannot be used for the purpose according to these Terms, even after providing sufficient time for the Customer to remedy the situation.

10.3. **Withdrawal by the Provider.** The Provider is entitled to withdraw from the Agreement if the Customer breaches its obligations under the Terms in a particularly serious manner.

This applies in particular if they breach their obligations under the following provisions of the Terms and Conditions:

i) Paragraph 1.6 (Legal representation);

ii) Clause 4 (rules for the use of Accounts);

iii) Paragraph 5.2 (prohibited use of the Services and the Application);

iv) Clause 8 (infringement of the Provider's intellectual property rights); or

v) if the Customer is in default of payment of the Fee, although the Provider has granted the Customer an additional reasonable period of time to pay the outstanding Fee or part thereof.

10.4. **Effects of withdrawal.** Withdrawal, whether by the Provider or the Customer, is effective upon delivery of written notice to the other Party stating the reason for withdrawal. Withdrawal is effective only prospectively; the Parties shall not refund any consideration already paid and provided.

10.5. **Termination of automatic renewal**. In accordance with paragraph 2.5v) of the Terms, Customer may elect to terminate the automatic renewal of the Term. If the renewal of the Period is terminated, the Application will be available to the Customer for the remainder of the Period. In the event of termination of the renewal of the Period for all Services, the Customer may reactivate the Period in accordance with paragraph 2.7 of the Terms. Period renewal may also be cancelled by the Provider, but no later than 30 days before the end of the Period.

10.6. **Disposal of data after termination of the Agreement.** In the event of termination of the Agreement, the following procedure shall apply for the handling of Customer data:

i) **Data export.** At the Customer's request, the Provider may provide an Additional Service – the data export. This service will be charged according to the Price List valid on the date of termination of the Agreement, taking into account the time required for data export.

ii) **Data availability.** For a period of 30 days from the termination of the Agreement, the data will continue to be available on the Provider's servers. After this period, the data will be deleted. The Customer will be notified in due time, at least 5 days, before the data is deleted.

iii) **Possibility to extend the data storage.** Based on an individual agreement between the Provider and the Customer, the data retention period can be extended for a fee.

11. Personal Data and Contact Persons

11.1. **Protection of personal data.** The parties undertake to comply with all applicable legal requirements for the protection of personal data, i.e. the GDPR and Act No. 110/2019 Coll., on the processing of personal data.

11.2. **DPA.** If the Provider processes any personal data in the performance of its obligations for and on behalf of the Customer, (i) the Customer is the controller and the Provider is the processor for the purposes of data protection legislation; or (ii) the Customer is the processor and the Provider is an additional processor for the purposes of data protection legislation. Such processing of personal data is governed by the DPA. The DPA is an integral part of the Terms.

11.3. **Contact persons**. The Parties shall designate contact persons responsible for communicating and coordinating with each

other on all matters related to this Agreement. The types of contact persons, their identities and the scope of their authority are set out in the Customer Portal, the Agreement or the Order, as applicable. The contact persons and their details set out in the Agreement or Order may be changed without the need for an amendment, by email communication. For the avoidance of doubt, only persons authorized to act on behalf of the Customer in full are authorized to enter into amendments and terminate the Agreement.

11.4. **Electronic communication.** The parties may deliver all written correspondence to each other by means of electronic communication tools.

12. <u>Final Provisions</u>

12.1. **Succession and non-transferability.** The Agreement binds the Customer and its successors in title. The Customer may not assign the Agreement to any other party without the express written consent of the Provider and the Provider shall have no obligation to grant consent under this clause. The Provider may assign any or all of its rights and obligations to any third party at any time.

12.2. **Governing law.** The Agreement and the Terms are governed by the laws of the Czech Republic.

12.3. **Appendices.** The Parties agree that amendments to the Agreement may only be made in writing.

12.4. **Dispute Resolution.** If a dispute arises between the Parties, they agree to resolve it amicably. Only in case of failure shall such dispute be settled in the courts of the Czech Republic according to the Provider's registered office.

12.5. **Excluded provisions.** The parties expressly exclude the application of Sections 1799 and 1800 of Act No. 89/2012 Coll., Civil Code, concerning the conclusion of contracts of adhesion and surprise clauses.