

CONTRACT FOR THE PROVISION OF IT SERVICE AND DEVELOPMENT SUPPORT SERVICES

GENERAL BUSINESS CONDITIONS

1. Validity of the General Terms and Conditions

1.1. General Terms and Conditions. These General Terms and Conditions of Business (hereinafter referred to as "GTC") of EMARK s.r.o., with registered office at náměstí I. P. Pavlova 1789/5, 120 00 Prague 2, ID No.: 28861281, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 149672 (hereinafter referred to as "Company") apply to all services, service and IT development support provided by the Company to the Customer, as well as to any related contractual relations between the Company and the Customers. The Parties acknowledge that the provision of the Software Licence and Basic Licensing Support is subject to a separate agreement for the supply of the Software Licence and Basic Licensing Support.

1.2. GTC Application. These GTC form an integral part of the Contracts concluded between the Company and the Customers and apply in full unless otherwise agreed in writing between the Company and the Customer in the individual Contract. In the event of a conflict or difference between the regulation of the mutual rights and obligations of the Company and the Customer contained in these GTC and in a separate written contract, the deviating provisions of the parties contained in the written contract shall prevail over the wording of the GTC, only to the extent of the deviating provision.

1.3. Amendments to the GTC. Amendments or supplements to these GTC are valid and effective only if confirmed in writing by the Company, and the Customer and the Company agree that the Company is entitled to unilaterally amend these GTC and notify the Customer of such amendment and the Customer is obliged to familiarize itself with the amended GTC. Any General Terms and Conditions of the Customer shall not apply to the relationship between the Customer and the Company, even if the Company provides unqualified performance to the Customer under the Order. In the event that the Customer does not agree with the amended GTC, the Customer shall express so in writing (an e-mail message delivered to emark@emarkanalytics.com is sufficient). In such case, the Company shall be obliged to stop the execution of the works with immediate effect and to return any financial payments made for works not executed.

1.4. No benefits for third parties. The Company's warranties and other obligations under the Contract are for the Customer's sole benefit. Except as provided by applicable law, no other person or entity shall be deemed to be a third party to whom any benefit, claim or other right under the Contract is granted by the Company or otherwise entitled to receive or enforce any right or claim against the Company in connection with the Contract.

2. Definition

2.1. Definition. The following terms have the meanings defined in this Section 2.1 of the GTC:

2.1.1. **"Price"** means the payment for the Services supplied, the amount or method of determination of which is set out in the Contract.

2.1.2. **"Delivery Date"** means the date agreed between the Parties as the date on which the ordered Services will be delivered to the Customer at the latest within the meaning of the estimated period of provision of the Services pursuant to paragraph 4.5 of these GTC.

2.1.3. **"Documentation"** means any documentation relating to the contractual relationship between the Company and the Customer other than the Contract, whether in electronic or hard

copy form. The Company shall be entitled to amend, cancel and/or add to the Documentation at its sole discretion and the Customer shall make itself aware of any changes to the Documentation.

2.1.4. **"Confidential Information"** means non-public information that is disclosed to or on behalf of a Party pursuant to or in relation to the Contract and that is identified as confidential at the time of disclosure or should reasonably be considered confidential or proprietary in light of the nature of the information and/or the circumstances surrounding its disclosure. Confidential information does not include information that: (i) is generally available to the public except in the case of unauthorized disclosure by the receiving Party or one of its agents; (ii) was known to the receiving Party prior to the date of disclosure from a source other than the other Party and no obligation of confidentiality applies with respect to that source; (iii) arose out of the receiving Party's own activities; or (iv) was disclosed by the Party to a third party without an obligation of confidentiality. In any dispute concerning the application of these exceptions, the burden of proof shall be on the receiving Party and such proof shall be clear and convincing. Any technical, financial and business information in any form, including the contents of the Agreement, pricing and pricing policies of the Company, shall be deemed to be Confidential Information of the Company.

2.1.5. **"Materials"** means any materials distributed or made available, directly or indirectly, by the Company to the Customer and all whole or partial copies thereof, including but not limited to: (i) the Agreement and Documentation; (ii) machine-readable instructions and code; (iii) technologies, files, libraries, modules, menus, algorithms, tools, processes, procedures, calls, routines, metadata, macros, blueprints, templates, scripts, commands, syntax and other components of the Software and the Deliverables of the Services provided; (iv) the user interface of the Software and the Deliverables of the Services, any audio-visual content (such as displays, images, shading, colors, organization, associations, structure, placement, text, look and feel, recordings or images) associated therewith; and (v) Company Confidential Information; and (vi) any other Company Materials (e.g. (vii) license keys, packaging, training materials, consulting services and products, maintenance services and products, professional services).

2.1.6. **"Intellectual Property Claims"** means claims by a third party against the Customer arising as a direct causal consequence of the Services as provided by the Company under the Contract infringing the copyright, trade mark, patent or design rights registered by any member country of the European Economic Area or infringing the trade secrets of a third party.

2.1.7. **"Order"** means the written document through which the Customer orders the Services, whether in electronic or printed form; the deviating provisions of the parties contained in the Order shall prevail over the wording of the Agreement and the GTC only to the extent of the deviating provision.

2.1.8. **"Business Day"** means a day that is not a public holiday or a day of rest in the Czech Republic (including Saturday, which is also not considered a Business Day).

2.1.9. **"Intellectual Property Rights"** means all rights, titles, and interests in all forms of intellectual

property, including all patent applications and patents, copyrights, works of authorship, works of authorship, design rights, trademarks, trade names, domain name rights, trade secret rights, sui generis rights, rights in Confidential Information, moral rights and other related rights, rights in know-how, and all other rights related to the authorship and/or creation of artistic, industrial or other intellectual property; and all forms of protection of a similar nature anywhere in the world and of whatever kind and nature; whether created by law, contract, agreement or license; whether the results thereof are expressed in tangible or intangible form; whether registered, stored or published anywhere; including (i) all registrations, releases, modifications, extensions, continuations, distributions and/or copies, whether in whole or in part, as well as all applications and the right to make applications for any of the foregoing; and (ii) all related legal rights, such as the right to license or otherwise permit the transfer and/or use of the rights by any third party and/or to assert a claim, title or other right arising out of any actual or threatened infringement relating to the foregoing, and to recover damages, injuries, costs and attorney's fees for past, present and future infringement.

2.1.10. "**Services**" means the IT service and development support services specified in more detail in Article 4 of these GTC.

2.1.11. "**Software**" means proprietary software developed and owned by the Company or one of the Company's partners, supplied to the Customer by the Company, a Company partner or a third party.

2.1.12. "**Company**" means the company named in the Order. The Company is an authorized reseller of all Software Solutions sold and is authorized to offer and sell them to End Customers and to provide Services in connection therewith.

2.1.13. "**Related Person**" means a Person that controls, is controlled by, or is under common control with a Party, where "control" means the legal or beneficial disposition of a majority of the voting power of such Person and only for so long as such control exists.

2.1.14. "**Defect**" means a condition where the Results of the Services provided do not have the features and functionalities specified in the Agreement, these GTC and the Documentation relating to the Services as of the date of provision of the Services.

2.1.15. "**Deliverables**" means any tangible or intangible result of the Services, whether or not copyrighted, and the result of the creative intellectual activity of the Company's authorized personnel (including, without limitation, technologies, files, libraries, algorithms, tools, user interfaces, audiovisual content, etc.).

2.1.16. "**Customer**" means a third party who is interested in the provision of the Services within the meaning of these GTC and who has entered into a Contract with the Company.

2.1.17. "**Party**" means the Company and the Customer, jointly or individually as the case may be.

2.1.18. "**Company Marks**" means the trademarks (national, European and international), logos, trade names, designs or slogans of the Company or its Affiliates or the products, services or other activities offered by it or an Affiliate, whether separately registered or final.

2.1.19. "**Contract**" means the service, maintenance and IT development support contract between the Company and the Customer relating to the provision of the Services.

3. Offers and Proposals for Contract Conclusion

3.1. Offer. The Company's proposal for the conclusion of the Contract addressed to the Customer is non-binding, and the information provided by the Company in price lists, offer

sheets, as well as in other documents and documents, in particular in drawings, sketches, technical documents and on websites, is only indicative and becomes binding only in the case of their express written confirmation by the Company pursuant to paragraph 3.3. of these GTC.

3.2. Proposal. A proposal for the conclusion of the Contract shall be deemed to be a proposal in the form of a completed version of the Contract submitted by the Customer to the Company or otherwise a clear and understandable expression of the Customer's will to conclude the Contract or Order.

3.3. Conclusion of the Contract. The Contract is concluded only at the moment of confirmation of the Customer's proposal for conclusion of the Contract made by the Company.

4. Services

4.1. Services. The Company undertakes under the Agreement to provide the Customer with services, service and IT development support, which shall be deemed to be the Company's services over and above the basic license support, which shall be governed by a separate agreement for the supply of licenses and basic license support. In particular, the Services shall be deemed to be:

4.1.1. **Implementation and creation of the solution**, in particular internal setup of the Software, connection to data and creation of user outputs; Implementation is carried out in accordance with agile delivery methods, unless otherwise explicitly stated in the Contract or the Order.

4.1.2. **Analysis**, in particular analysis to define the solution specification, detailed familiarization with the Customer's data environment, identification of the scope and structure of the required data and provision of recommendations for additional data collection and analysis, data preparation, data analysis, modeling and validation;

4.1.3. **User interface design**;

4.1.4. **Testing**;

4.1.5. **Consulting services**, especially in the area of management, data collection and work with data, setting up internal processes for data collection and the appropriate scope of collected data, business process analysis;

4.1.6. **Training**, especially on working with the supplied Software and the created analytical environment;

4.1.7. **Software configuration, control and troubleshooting**;

4.1.8. **Regular service support**;

4.1.9. **Ad-hoc service support**, provided upon Customer's request;

4.1.10. **Meetings and workshops**;

4.1.11. **Project management**, especially communication, team coordination, project management and project administration;

4.1.12. **Preparation and delivery of documentation**;

4.1.13. **Other service and development support services** provided at the Customer's request.

4.2. Requirement to provide the Services. The Customer shall deliver a specific request for the provision of the Services by telephone or by email to the Company's Service or Development contact person, depending on the nature of the requested Services. Based on the Customer's request delivered in accordance with the preceding sentence, the Company shall prepare the specification of the Services required to implement the Customer's request, the position of the designated employee, the estimated scope of the Services in man-days (MD), the Prices for the Services and the estimated period of time for the provision of the Services, and shall include such information in the draft Order wording sent to the Customer.

4.3. Binding customer order. If the Customer agrees to the contents of the Order, the Customer shall send a confirmed Binding Order for the Services within five (5) business days to the Company's Business Affairs Contact.

4.4. Order Confirmation. The Company will then either confirm the Order and commence the provision of Services in accordance with the Order or not confirm the Order, in which

case the Company will not provide the Services. The actual commencement of the provision of the Services shall also be deemed to be a confirmation, i.e. an acceptance by the Company of the Customer's binding Order.

4.5. Period of provision of Services and Scope of Services.

The Service Period and the Scope of Services shall be determined by the Company with professional care and in agreement with the Customer in the Order, and the Company shall use its best efforts to comply with the estimated Service Period and the estimated Scope of Services. The Service Period shall be deemed to be the Service Period specified in the Order or any extension thereof as confirmed by the Customer. The Customer acknowledges that the Service Period and the scope of the Services may be adjusted by the Company if necessary to implement the Customer's request, and the Company in no way guarantees that the estimated Service Period and the estimated scope of the Services will correspond to the actual Services provided. In the event that there is a risk of exceeding the estimated period of provision of the Services and/or the estimated scope of the Services, the Company will notify the Customer without undue delay, together with the reason for this; if the Customer does not notify the Company immediately upon receipt of the notice of exceeding the estimated period of provision of the Services and/or the estimated scope of the Services to discontinue the provision of the Services pursuant to the Order, the Company shall be entitled and obliged to continue to provide the Services necessary to implement the Customer's request, and the Company's standard rates set out in the Order or other Documentation, as applicable, shall be used to calculate the Price for such Services in excess of the estimated period of provision of the Services and/or the estimated scope of the Services. In the event that the estimated period of provision of the Services and/or the estimated scope of the Services is exceeded and the Company fails to justify the said excess, the Customer shall be entitled to withdraw from the Contract. Unless otherwise specified in the Order, after the expiration of the Service Period, the Customer shall have the option to extend the cooperation for another equal or otherwise defined period under the same conditions. An email message sent to the Company's address emark@emarkanalytics.com is sufficient to confirm the extension. If the Customer is interested in a guaranteed period of time for the provision of the Services and the scope of the Services, the Customer may contact the Company with a request to prepare a project proposal, which will be regulated in a separate agreement.

4.6. Reaction times. Response times for the provision of Services, if agreed with the Customer, are agreed in the Order. This paragraph of the GTC, i.e. the provision of the Services within response times, shall not apply if the Order and/or the nature of the Services indicate that the Company is obliged to provide the Services within a different time period, outside of the response times (e.g. an agreed training session on the use of the delivered Software and the created analytical environment, which shall be implemented on the agreed date), or if the response times are not agreed.

4.7. Place of provision of the Services. The Services shall be provided by the Company at the location designated by the Company unless otherwise expressly agreed between the parties.

4.8. Method of providing the Services. Unless otherwise specified in the Agreement, the Services will be provided on the Customer's premises or by telephone consultation or remote access, depending on the nature of the Services and the Company's determination.

5. Obligations of the Company

5.1. The Company is obliged to perform the subject of the Contract, or the Order, i.e. to provide the Services in accordance with the terms and conditions agreed in the Contract and these GTC with professional care.

5.2. The designated employee of the Company will perform, independently or in cooperation with his/her collaborators and partners, in particular the following activities:

5.2.1. cooperate during the performance of the Contract with the Customer's employees designated in writing by

the Customer for cooperation with the Company and informed of their designation by the Company;

5.2.2. to carry out control and technical activities for the provision of the Services within the meaning of the Contract.

6. Obligations of the Customer

6.1. The Customer undertakes to provide the Company before the commencement of the implementation of the subject matter of the Contract and during its implementation with up-to-date information on measures of organisational nature actually prepared by it or on measures with a significant impact on the organisation of the Company's activities and to inform the Company without delay of all new facts of which it becomes or should have become aware in the course of its activities and which are or may be significant in relation to the subject matter of the Contract.

6.2. During the term of the Contract, the Customer is obliged to ensure and provide the Company with all required assistance, including access to interfaces to third-party systems, provision of technical and organizational conditions necessary for the performance of obligations and exercise of the Company's rights (e.g. access to workstations, servers via remote access, etc.), or provide information necessary for the implementation of the subject of the Contract. During the period of the Customer's failure to provide the requested assistance, the Company shall not be in default in the performance of its obligations, in particular in the provision of the Services.

6.3. The Customer undertakes to ensure the proper cooperation of all interested external partners and suppliers whose cooperation will be necessary for the Contract.

6.4. The Customer undertakes to use the Results of the Services provided in a proper manner, taking into account the purpose of their use as defined in the Agreement, Documentation or Materials, to comply with the applicable generally binding legal regulations and the conditions set out in the Agreement and the Company's instructions.

6.5. The Customer shall duly and timely fulfil its payment obligations to the Company as well as any other obligations set out in the Agreement and these GTC.

7. Price and Payment Terms

7.1 The Customer undertakes to pay the Company the Price specified in the Order for the Services provided. If the Price for the Services provided is not specified in the Order, the Company shall commence performance of the subject matter of the Order only upon completion of such rates and price.

7.2 Unless otherwise stated in the Order, the Price does not include value added tax, customs duties or other similar charges. The Customer shall be liable for any taxes, duties or other similar charges relating to the Price of the Services unless the Customer provides the Company with a valid exemption certificate or other evidence that the items are not taxable in a timely manner.

7.3 The Company is entitled to payment of travel expenses in accordance with the legislation in force in the field of travel reimbursement in the event that travel outside the city of Prague (Czech Republic) is required. The Company shall also be entitled to reimbursement of out-of-pocket expenses and other costs if agreed in advance by the Customer.

7.4 Eight (8) man-hours shall be considered one (1) man-day. The attendance of each authorized Company employee shall be considered a separate Service and shall be charged separately, i.e., multiplied by the number of authorized employees providing the Service.

7.5 Approval of Services and their scope. Unless otherwise specified in the Order, the Company shall, within fourteen (14)

calendar days after the end of the calendar month in which the Services were provided, send to the Customer a statement of the work that was the subject of the Services, including the content and duration of the Services. The minimum billing unit shall be one (1) man-hour. The Customer shall comment on the statement of Services within five (5) calendar days of receipt of the statement of Services. In the event that the Customer fails to comment on the Statement of Services within the time period in question, the Customer shall be deemed to have approved the Statement of Services and shall have no objections to it. In the event that the Customer objects to the accuracy of the statement of Services within the time limit, the Customer shall duly substantiate its objections, otherwise the statement of Services shall be deemed approved without reservation; the statement of Services shall also be deemed approved if the Customer's objections are not justified. In the event of a reasoned objection by the Customer to the Statement of Services, the Company shall correct the Statement of Services and resend it to the Customer.

7.6 Unless otherwise agreed in the Order, the invoice for the Price of the Services will be issued no later than five (5) days from the date of commencement of the Service Period or from the start of a new period of any extension agreed by the Customer.

7.7 Unless otherwise agreed in the Order, the due date for payment of the Price, as well as other claims of the Company against the Customer, is fourteen (14) calendar days from the date of the invoice, and the Customer is obliged to pay the Price and other claims within this period.

7.8 The Customer is obliged to pay the Price, as well as other claims of the Company, by wire transfer to the Company's bank account specified in the relevant invoice or, if no invoice is issued, in another manner notified to the Customer (e.g. specified in the Order). The date of payment shall be deemed to be the date on which the amount due is credited to the Company's account.

7.9 Payments received from the Customer, unless otherwise agreed between the parties, shall be credited in the following order of priority: for the payment of interest on late payment, damages and contractual penalties, and only then for the principal of the claim, regardless of any different determination by the Customer. If the Company has several monetary obligations towards the Customer, payment shall be made first in respect of the obligation whose performance is not secured or is least secured, otherwise in respect of the obligation which is due first, irrespective of any different determination by the Customer.

7.10 The Customer shall not be entitled to withhold payment in satisfaction of any claim by the Company for any pending claim for Services or claims for damages or liquidated damages.

8. Penalties and Interest on Default

8.1. In the event that the Customer is in default in the payment of a monetary claim of the Company, the Company shall be entitled to apply to the Customer a contractual penalty in the amount of 0.05% per day of the amount due, for each day of delay until payment in full, as well as contractual default interest in the amount of 0.05% of the unpaid claim for each day of delay; other claims of the Company shall remain unaffected.

8.2. In the event that the Company fails to provide the Services within the estimated period for the provision of the Services pursuant to paragraph 4.5 of this Agreement or within the additional period agreed with the Customer, the Customer shall be entitled to claim a contractual penalty of 0.05% of the Price of the Services which the Company is in delay in providing, for each day of delay following the expiry of the additional period. The basis for the calculation of the contractual penalty shall be the Prices excluding VAT.

8.3. In the event that the Company fails to meet the response times pursuant to paragraph 4.6 of these GTC, the Customer shall be entitled to claim a discount on the Price for the Services to which the failure to meet the response time relates, up to a maximum of 20% of the Price of the Services for the relevant month in which the failure to meet the response time occurred.

8.4. The Company's right to compensation for damages is not affected by the payment of a contractual penalty or other sanction.

8.5. In the event of a threatened default, either party shall be entitled to request an extension of the period of time threatened by the default. The requested Party shall be entitled, but not obliged, to comply with such request. If the requested Party does not agree to an extension of time, clauses 8.1. to 8.3. of this Article of the GTC shall apply. The request for extension of time and its approval or refusal may also be delivered by e-mail to the contact persons specified in the Contract.

9. License

9.1. License to the Results of the Services. Subject to the terms and conditions and any applicable restrictions of the Agreement, the Company grants the Customer a non-exclusive, non-transferable, non-sublicensable right to use any Results of the Services provided, solely for the Customer's business and/or internal operations. Customer shall be directly responsible for any use of the Results of the Services provided that is not in accordance with this Agreement.

10. Intellectual Property Rights

10.1. Preservation of rights. Except as otherwise expressly provided in the Order, the Parties agree that all Intellectual Property Rights relating to the Software, the Deliverables of the Services, the Agreement, the Documentation, these GTC and/or the Materials, including the methodology, designs, enhancements to the Software, as well as know-how, shall at all times be the sole property and assets of the Company or their affiliates or respective licensors. If the Company or its Affiliates or their statutory and/or employee creates any invention, work, product or creative intellectual result (e.g., computer program (software), anonymized data analysis, business intelligence solution) during the performance of the Agreement, the Company shall acquire any and all proprietary rights to such intellectual property without any limitation or restriction. The Company also grants the Customer a license to use such contractual deliverables pursuant to Article 9.

10.2. Company brands. The Company and/or the Related Persons are the holders of the proprietary rights to the Company Marks. Accordingly, the Party shall not directly or indirectly challenge and/or contest the Company's or Related Persons' proprietary and other rights in the Company Marks for this reason. Neither the Customer nor any of its Affiliates shall use, register or attempt to register any trade name, trademark, sign, design or domain name that incorporates in whole or in part the Company Marks or is likely to cause confusion with any Company Marks.

10.3. Protection of Intellectual Property Rights. The Parties agree to cooperate and use reasonable efforts to protect the Company's Intellectual Property Rights.

10.4. Property rights. The Agreement does not transfer or assign the Intellectual Property Rights of the Company or its affiliates or relevant licensors to the Customer. In the event that the Company makes any changes at the Customer's suggestion regarding new features, functionality or performance of the Software and/or the Results of the Services provided and the Company incorporates such changes into the Software and/or the Results of the Services provided, the Company shall be entitled to continue to use the

Software and/or the Results of the Services provided, or the changes made, in its business, to offer them to other customers and to use them in any other way, without any limitations or additional claims by the Customer.

10.5. Third party materials. The Software may contain certain open source or other software, information files or other third party materials ("Third Party Materials") that are separately licensed by their respective owners. Customer shall comply with all license terms for the Third Party Materials and comply with any source code provisions and modifications thereto. THE COMPANY DOES NOT REPRESENT THIRD PARTIES UNLESS EXPRESSLY STATED IN THE AGREEMENT OR THESE TERMS AND CONDITIONS, NOR IS THE COMPANY RESPONSIBLE FOR ANY WARRANTIES OR OBLIGATIONS WITH RESPECT TO THIRD PARTY MATERIALS. THE COMPANY HEREBY EXCLUDES ALL OF ITS LIABILITY WITH RESPECT TO THE USE OF THIRD PARTY MATERIALS BY THE PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10.6. Restrictions. The Customer will not (or allow any third party to) unless otherwise agreed in writing between the parties: (a) copy, modify, recreate the Deliverables and/or any portion thereof, or in any way alter and/or delete portions of the Software and/or Deliverables designed to protect the Software and/or Deliverables from unauthorized copying or use, (b) disassemble, modify, enhance, distribute, decompile, disassemble, reverse engineer, reverse engineer, or otherwise attempt to derive the source code of the computer program (software), if it is a Result of the Services, by any means; (c) distribute the Results of the Services as a stand-alone product or incorporate the Results of the Services into any hardware or computer program (software) other than as approved by Company; or (d) combine or integrate the Results of the Services with Customer's solutions or any other solutions that may even possibly result in infringement of any Company or third party intellectual property rights.

10.7. Announcement. The Party shall promptly notify the Company of any suspected or actual or threatened infringement of the Company Marks or other Company Intellectual Property Rights, as well as any claim or allegation that the results of the Services provided infringe any third party rights.

10.8. Customer Solution. Customer represents that it has all valid and legal rights to use its Solutions, including, without limitation, the right to integrate Customer's Solutions into the Deliverables of the Services, and otherwise to perform all of Customer's obligations under the Agreement and the GTC.

10.9. Access and security. Customer shall maintain reasonable technical and procedural access controls and system security to protect, and shall be directly responsible for, any infringement of Intellectual Property Rights by any person to whom it has granted access to the Software and/or the Deliverables of the Services.

10.10. Material breach of duty. Violation of the rules set forth in this Article 10 shall be considered a material breach of the Agreement.

11. Infringement of Third Party Intellectual Property Rights

11.1. Exclusions. The Company shall have no liability to the Customer for any Intellectual Property Rights Claims that: (a) arise from the unauthorized use, reproduction or distribution of any Software by the Customer, its Affiliates, subcontractors or customers; (b) arise from any modification or alteration of the Software and/or the Deliverables of the Services provided by anyone other than the Company; (c) arise from the use of the Software and/or the Results of the Services provided in combination with any other software or accessories not expressly listed in the Documentation; or (d) arise from the failure to enable the latest update to the Software and/or the Results of the Services provided.

11.2. Corrective Action. In the event that the Results of the Services provided become, or in the Company's opinion are likely to become, the subject of a Third Party Intellectual Property Claim, the Company shall be entitled to determine at its own expense and in its sole discretion whether: (a) secure the right to continue to use the Deliverables in accordance with the provisions of the Agreement; (b) make such changes, modifications or additions to the Deliverables that eliminate the possibility of Third Party IPR Claims without impairing the performance or functionality of the Deliverables; (c) replace the Service Deliverables with substitute similar Service Deliverables; or (d) provide Customer with a refund of the Price already paid for the Services that are the subject of a Third Party IPR Claim for the period of time that Customer is not entitled to use the Service Deliverables due to the Third Party IPR Claims.

11.3. Procedures. All obligations relating to alternative arrangements under paragraph 11.2. GTC are subject to the following conditions: (a) Customer shall provide the Company with prompt written notice of any Third Party IP Claim of which it becomes aware; (b) Customer shall allow the Company to assume and provide legal defense and protection against the Third Party IP Claim, including deciding the strategy for such defense and protection; (c) the Customer shall use its best efforts to mitigate the impact of the Third Party IPR Claim to the extent possible (including, without limitation, the amount of damages, costs and expenses); and (d) the Customer shall provide the Company with the necessary cooperation, documentation, authorization and information to the extent reasonably required in connection with such Third Party IPR Claim.

11.4. THIS ARTICLE 11 IS A COMPREHENSIVE LIST OF THE COMPANY'S LIABILITY AND THE ONLY REMEDIES AVAILABLE TO THE CUSTOMER ARISING FROM INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE LIMITATIONS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS ARTICLE 11 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. Defects and Exclusions of Liability

12.1. The Company shall provide the Services in a proper and timely manner in accordance with this Agreement, with professional care in accordance with the technical standards and general requirements applicable in the field of information technology. The Company warrants that the Results of the Services provided have, as of the date of provision of the Services, the features and functionalities specified in the Agreement, these GTC and the Documentation relating to the Services, otherwise the Services are Defective.

12.2. Claims from Vad. The Customer must notify the Company in writing of any claim for defects within seventy-two (72) hours of becoming aware of the defect, otherwise the Customer's right shall cease. In the event of a valid claim by the Customer, the Company shall be entitled, at its sole discretion, to either (i) remedy the Defect by repairing the defective or non-functioning Result of the Services provided; or (ii) refund to the Customer the Price already paid for the Services whose Result of the Services provided is affected by the Defect, for the period of time the Customer is not entitled to use the Services due to the Defect.

12.3. Return of the Results of the Services provided. In the event that the Company elects to refund the Price paid for a defective Result of the Services provided pursuant to clause 12.2. (ii) of the TOS, then (i) the defective Service Deliverable and any related Materials provided by Company shall be returned to Company without undue delay or Customer shall reasonably demonstrate to Company that the defective Service Deliverable and any related Materials provided by Company have been destroyed; and (ii) the licenses to the defective Service Deliverable shall automatically terminate.

12.4. Limitation of Liability for Defects. The Company shall not be liable for any claims arising out of any liability for Defects under paragraph 12.1. GTC, in the event: (i) any use of the Deliverables in violation of the Agreement, the GTC, the Documentation and/or the Materials; or (ii) any unauthorized modification or alteration of the Deliverables; or (iii) use of the Deliverables in combination with third party software or hardware not authorized by Company; or (iv) Force Majeure; or (v) corrosive environment, excessive use, lightning strike, electrical failure, neglect, carelessness, accident, harmful, improper or unusual use of equipment used in connection with the Result of the Services provided; or (vi) any defect or failure due to misuse, improper installation or improper operation of the Result of Services provided; or (vii) any other act, omission or interference by the Customer and/or any third party which the Customer has allowed to so interfere with the Result of Services provided, or which has failed to prevent such interference; or (viii) delay in notifying the Company of any defect or failure in the Outcome of the Services provided; or (ix) if the Customer is in default in any payment to the Company.

12.5. Procedures. The Customer shall provide the Company with such assistance and resources as the Company may reasonably require to determine the cause of the defects and to carry out remedial work in accordance with this Article 12 of the GTC. Such cooperation includes allowing access to the equipment on which the Deliverables are installed, the Deliverables themselves, other software solutions, or any other data and information necessary to properly determine the cause of defects in the Deliverables or to correct the Deliverables.

12.6. EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT OR THESE TERMS AND CONDITIONS, THE COMPANY MAKES NO OTHER WARRANTIES WITH RESPECT TO THE RESULT OF THE SERVICES PROVIDED OR THE SERVICES OR ANY OTHER TERMS OF THE CONTRACT AND HEREBY EXCLUDES ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO TITLE, NON-INFRINGEMENT, NON-INFRINGEMENT, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE (PROVIDED THAT THE COMPANY HAS BEEN ADVISED OF SUCH PURPOSE). TO THE EXTENT THAT RIGHTS OR REMEDIES UNDER ANY LAW ARE MANDATORY, THEY SHALL BE EXERCISED IN ACCORDANCE WITH SUCH LAW, PROCEDURES AND LIMITATIONS EXPRESSLY SET FORTH HEREIN. THE COMPANY MAKES NO WARRANTY THAT THE RESULTS OF THE SERVICES PROVIDED OR THE SERVICE AS A WHOLE WILL BE COMPLETELY ERROR FREE OR THAT ITS OPERATION WILL BE COMPLETELY UNINTERRUPTED OR ERROR FREE.

13. Limitation of liability

13.1. THE COMPANY, ITS AFFILIATES OR ITS RESPECTIVE LICENSORS OR SUBCONTRACTORS SHALL NOT BE LIABLE FOR (AND SHALL NOT BE OBLIGATED TO COMPENSATE FOR) ANY INJURY, LOST PROFITS, LOSS OR DAMAGE TO DATA, NAME, GOODWILL OR REPUTATION, INACCURACY OF ANY INFORMATION OR DATA, COSTS INCURRED IN PROCURING REPLACEMENT GOODS, SERVICES OR SOFTWARE, OR ANY DIRECT, INDIRECT, EXPRESS OR NON-EXPRESS DAMAGES, OR ANY OTHER LIABILITY CLAIMS (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED OR FORESEEABLE. FOR THE AVOIDANCE OF DOUBT, THE CUSTOMER WAIVES ANY SUCH CLAIMS, EXCEPT FOR DAMAGES CAUSED BY INTENT OR GROSS NEGLIGENCE.

13.2. THE LIMITATIONS AND EXCLUSIONS OF THE COMPANY'S LIABILITY SHALL BE INDEPENDENT OF ANY AGREEMENTS AND SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. LIMITATIONS AND EXCLUSIONS OF LIABILITY OF THE COMPANY THAT ARE NOT

IN ACCORDANCE WITH LAW WILL BE TREATED AS WARRANTIES AND INDEMNITIES PROVIDED BY THE COMPANY TO THE MINIMUM EXTENT PERMITTED BY LAW. RIGHTS OR INDEMNITIES, THE PROVISIONS OF WHICH ARE MANDATORY UNDER THE ACT, WILL BE EXERCISED IN ACCORDANCE WITH THE APPLICABLE LAW, PROCEDURES AND LIMITATIONS EXPRESSLY PROVIDED BY THE APPLICABLE LAW.

13.3. In the event that the exclusion of the indemnification obligation under Article 13 is not permitted under applicable law, the maximum obligation of the Company and its Affiliates to indemnify under the Agreement, regardless of the legal basis of the indemnification obligation, whether contractual or statutory (including, without limitation, negligence or strict liability), shall not collectively exceed the total amount of the Price paid by the Customer to the Company for the Services provided during the first twelve (12) months of the Agreement.

13.4. Unless a longer period is provided for by mandatory statutory provisions, any claim of the Customer under the Contract and these GTC may only be asserted against the Company within one (1) year from the date on which it could have been asserted for the first time (the agreed limitation period), otherwise the Customer's claim shall be time-barred; shorter periods within the meaning of the Contract and/or relevant generally binding legal regulations are not affected.

14. Compensation for damages

14.1. Compensation. The Company and the Customer shall be obliged to prevent any damage and/or injury that the other party may incur during the term of the Contract as a result of a breach of their contractual and/or statutory obligations.

14.2. Material breach of duty. Violation of the rules set forth in this Article 14 shall be considered a material breach of the Contract.

15. Other provisions

15.1. Non-exclusivity. All rights granted or arising to the Customer under the Agreement are non-exclusive. The Company reserves the right to market, promote, distribute, sell, license the Results of the Services and provide the Results of the Services to third parties without restriction of any kind, and nothing in the Agreement shall restrict the Company in any way from designating other distributors, resellers, OEM partners, licensees or agents or from directly or indirectly marketing, reproducing, distributing or selling the Results of the Services anywhere in the world. All rights not expressly granted or conferred by the Company to the Customer are the exclusive rights of the Company.

15.2. Feedback. The Customer is not obligated to provide any suggestions or feedback to the Company in connection with the Services, but if the Customer chooses to do so, the Company may use such suggestions or feedback for any purpose, including developing and improving the Services, without any liability, limitation or obligation to provide any compensation to the Customer.

15.3. Recommendations and case study. The Customer hereby grants the Company the right to name the Customer as a party to the Company's contract in advertising and marketing materials, in particular on the Company's and/or its affiliates' website, in presentations to potential customers or partners and in other promotional materials of the Company and/or its affiliates. The Customer also consents to the use of case studies for the purposes of marketing and promoting the Company's Services; "case studies" means a description of the provision of the Services to the Customer including the Customer's name, a statement from the Customer's representative, contact information, key performance indicators, solutions, etc.

15.4. Prohibition of competition. The Company and the

Customer agree that during the term of the Agreement and for a period of up to twenty-four (24) months thereafter, the Company and the Customer will not, directly or through third parties, engage in activities that have the effect or may have the effect of luring (taking over) a customer, business partner or employee of the other party, or that have the effect or may have the effect of disrupting, adversely affecting or severing the other party's business, partner or employee relationships with customers, business partners or employees.

16. Silence

16.1. Silence. Each Party shall maintain the confidentiality of the other Party's Confidential Information and shall not disclose or use such Confidential Information. The Parties' collaborative deliverables (including, but not limited to, architecture, analytical models, connectors, etc.) in their anonymized form shall not be considered Confidential Information; such collaborative deliverables may be further used by the Company in its sole discretion.

16.2. Disclosure. A Party may disclose Confidential Information of the other Party only to those of its employees or outside personnel who have a need to know such Confidential Information for the purpose of performing their rights or obligations under the Agreement and these GTC, and who have agreed to maintain the confidentiality of such Confidential Information. A Party entrusted with Confidential Information may not disseminate Confidential Information within its own organization, affiliates or subcontractors, except to those who have a need to know the Confidential Information in connection with the business relationship between the Parties. Notwithstanding the foregoing, a Party may disclose the Confidential Information of the other Party to a court, administrative authority or other public authority upon request to the extent permitted by law and provided that it promptly notifies the other Party of such disclosure so that it may use its reasonable means of protection.

16.3. Duration. Each Party shall maintain confidentiality under this Article during the Term of the Agreement and for a period of five (5) years following termination of the Agreement, provided, however, that if the nature of the individual Confidential Information so requires, the Party shall maintain confidentiality of such Confidential Information (including, but not limited to, trade secrets, protection of personal data within the meaning of the GDPR) for a longer period.

16.4. Material breach of duty. A breach of the rules set out in this Article 16 shall be considered a material breach of the Contract.

17. Personal data protection

17.1. GDPR. The Company hereby confirms that it processes the personal data of the persons concerned in accordance with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR") and Act No. 110/2019 Coll. on the processing of personal data. Further information on the protection of personal data is published on the website: <https://emarkanalytics.com/cs/emark-privacy-policy/>

17.2. Affected persons. The Company processes the personal data of the persons concerned, in particular the Customer's employees, its statutory bodies or other contact persons with whom communication is necessary for the performance of the Contract. The Customer undertakes to disclose the information obligation under this Article of the Contract to such affected persons.

17.3. Beneficiaries. The Company does not disclose or provide the personal data of the persons concerned to third parties or entities, except for the Company's partners, as well as entities that provide accounting services, legal services, IT services, etc. to the Company, and for this reason they are

considered recipients within the meaning of the GDPR. Where the law so provides, personal data may also be provided to public authorities.

17.4. Categories of personal data. The company processes only ordinary personal data of the persons concerned, in particular: name and surname, job title, e-mail address, telephone contact.

17.5. Objective. Personal data is processed for the purpose of the proper performance of this Agreement, as well as the exercise of rights and performance of obligations related to the contractual relationship between the Customer and the Company.

17.6. Legal basis. The legal basis for the processing of personal data in question is legitimate interest pursuant to Article 6(1)(f) GDPR. The legitimate interest in this case is the interest of the parties in the conclusion and performance of the Contract, where the processing of personal data of persons who are not a party to the Contract, but are the contact details of a party to the Contract (e.g. statutory body, authorised employee). The processing of the personal data of such persons concerned must be carried out in accordance with the applicable law, which the Company can ensure in the sense of the proportionality principle by demonstrating a legitimate interest.

17.7. Retention time. The personal data will be processed for no longer than is necessary to fulfil the purpose of processing the personal data, i.e. for at least four (4) years from the date of termination of the Agreement, or longer if provided for by generally binding legal regulations.

17.8. Rights of the person concerned. The data subject has several rights under the GDPR, namely the right of access to personal data pursuant to Article 15 GDPR, the right to rectification and/or completion pursuant to Article 16 GDPR, the right to erasure in cases referred to in Article 17 GDPR, the right to restriction of processing pursuant to Article 18 GDPR, the right to object to processing in cases referred to in Article 21 GDPR and the right to lodge a complaint with the supervisory authority - the Office for Personal Data Protection. Individual rights can be exercised by sending a request to the Company's email address or by sending a written request to the Company's registered office.

17.9. Provision of personal data. The provision of personal data of the persons concerned is voluntary, but failure to provide it may result in the impossibility of proper performance of the Agreement and the obligations arising therefrom.

17.10. Personal Data Processing Agreement. When providing some of the Services, the personal data of the persons concerned may be processed under the GDPR on behalf of the Customer as the operator. In such a case, the Customer, as the operator, will entrust the Company, as an intermediary, with the processing of personal data within the meaning of Article 28 GDPR, for which purpose a data processing agreement will be concluded between the Parties in accordance with Article 28(3) GDPR.

18. Duration of the Contract

18.1. Origin of the Treaty. The Contract shall come into force and effect on the date of its conclusion by the Parties within the meaning of Article 3 of these GTC.

18.2. Termination of the Treaty. The Parties agree that the Contract shall terminate:

18.2.1. termination by either party pursuant to paragraph 18.3 of these GTC;

18.2.2. withdrawal from this Contract by either party for reasons specified in the Contract, the GTC or applicable generally binding legal regulations;

18.2.3. by agreement of the Parties.

18.3. Termination of the Contract. By unilateral written notice, the Contract may be terminated by both Parties, even without giving any reason, and the Contract shall terminate

upon expiry of the notice period. The period of notice shall be three (3) months and shall commence on the first day of the calendar month following the month in which the notice of termination is delivered to the other Party.

18.4. Withdrawal from the Contract. The Company is entitled to withdraw from the Contract:

18.4.1. if the Customer breaches any of its obligations under these GTC in accordance with Paragraph 6.2, Paragraph 6.3, Paragraph 6.4, Paragraph 7.1, Paragraph 7.7, Paragraph 10.10, Paragraph 14.2, Paragraph 15.4, Paragraph 16.4, of these GTC and the remedy is not made even within an additional period of time granted to the Customer by the Company,

18.4.2. in the event that any statement or information provided by the Customer which materially affects the performance of the Contract proves to be false or incomplete,

18.4.3. if so stated in the Contract, the GTC or relevant generally binding legal regulations.

18.4. The Customer shall be entitled to withdraw from the Agreement if the estimated period of provision of the Services and/or the estimated scope of the Services pursuant to paragraph 4.5 of these GTC is exceeded and the Company does not justify the overrun; also if the Company violates the provisions of 5.1.

18.5. In the event of withdrawal from the Contract by either Party by delivery of such withdrawal to the other Party, the Contract, including any annexes and amendments, shall be cancelled in its entirety.

18.6. All provisions of the Agreement and the GTC relating to the Company's Intellectual Property Rights, limitations of liability, confidentiality obligations, non-competition, applicable law and jurisdiction of courts and those rights and obligations the nature of which so permit shall survive termination of the Agreement within the meaning of this Article of the GTC.

19. General provisions

19.1. Referral. Neither Party shall assign or transfer the Contract or the rights and obligations under the Contract to any third party without the prior written consent of the other Party. All provisions of the Contract, the GTC and the Documentation shall be deemed to be binding upon and shall be legally enforceable against the successors of the Company or the Customer.

19.2. Collection and use of statistical information. Company may collect and use certain statistical information to optimize, support and improve the performance and functionality of the Services and the Results of the Services provided. "Statistical Information" means non-personal, statistical, demographic or user data or metadata generated in connection with the use of the Services and the Results of the Services provided. Statistical Data does not contain any personal information or data identifying a specific individual and the rights to it remain with the Company.

19.3. Compliance with legislation. The Customer undertakes to comply with all applicable laws and regulations in the performance of the Contract, which may include export control laws and regulations of the European Union as well as regulations promulgated by the Council or Parliament of the European Union ("Export Control Laws"). The Party shall

ensure compliance with its obligations under such laws and shall indemnify and hold the Company, its officers, agents and employees harmless from any damages, costs, claims, penalties, fines, actions, lawsuits and any other obligations or liabilities (including attorney's fees) that the Company may incur in connection with or related to the Customer's failure to comply with the Export Control Laws.

19.4. A higher power. Neither Party shall be liable to the other Party for delay in performance of its obligations under the Contract (other than the obligation to pay the Price) if such delay or failure to perform is caused by unforeseen events occurring after the Contract has become effective and which are beyond the reasonable control of the Party, such as strikes, lockouts, wars, terrorism, riots, natural disasters, denial of a license by a government or other governmental agency, if such unforeseen event causes the Counterparty to be in default of its obligations while being unable by force majeure to prevent or remedy its consequences at reasonable cost ("Force Majeure").

19.5. Announcement. All notices and any other communications and documentation made under the Contract relating to breach or termination of the Contract must be in writing and delivered personally, by post or by courier. Delivery shall be deemed to have been made upon receipt by the addressee and, in the event of non-receipt by the addressee, upon the date the mail is returned as undelivered or undeliverable. In the event of a change of address, the Party concerned shall notify the other Party in writing without undue delay.

19.6. Reservation of waiver. If either Party overlooks or excuses any default, breach, delay or failure to perform any obligation under the Agreement or the GTC, then such conduct shall not constitute a waiver of such obligation with respect to any continuing or subsequent default, breach or failure to perform, and no such waiver shall be deemed effective unless expressed in writing on a case-by-case basis.

19.7. Governing law. The mutual relations of the Parties arising from the Contract and the GTC shall be governed by the law of the Czech Republic, in particular the provisions of the Civil Code, while the Parties hereby exclude the application of any conflict of laws rules that would determine the applicable law as a law other than the law of the Czech Republic.

19.8. The competent courts. The Parties undertake to resolve any disputes arising in the performance of the Contract and the GTC by mutual agreement as a matter of priority. In the event that any attempt at conciliation is unsuccessful, the Party who feels aggrieved in its rights shall apply to the competent court. All disputes arising between the Parties shall be finally settled by a court of competent jurisdiction in the Czech Republic with local jurisdiction at the registered office of the Company.

19.9. Separability. In the event that any provision of the Agreement and the GTC, including the Annexes and/or Parts, becomes invalid and/or ineffective, such invalidity and/or ineffectiveness shall not affect the validity and/or effectiveness of the remaining provisions, unless otherwise provided by applicable law. The Parties agree to replace the invalid and/or ineffective provision with a new provision that most closely corresponds in meaning and nature to the original provision.