GENERAL TERMS AND CONDITIONS

of ECOdate s.r.o.

for products/services: Helios Inuvio, Helios Easy, ERPORT, ECOdate Licences, Helios SLA Technical Support

(hereinafter also referred to as the “GTC”)

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1. LEGAL STATUS OF ECOdate s.r.o.

1.1. ECOdate s.r.o. is a legal entity registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section C, File No. 3844 (hereinafter referred to as the "Supplier").

1.2. The registered office of ECOdate s.r.o. is at: Czech Republic, Kadaň, Klášterecká 964, Postal Code 43201.

1.3. The Supplier's Company ID No. is: 47780681.

1.4. The Supplier's VAT ID No. is: CZ47780681.

1.5. The Supplier carries on the following business activities:

- Manufacture, trade and services not listed in Annexes 1 to 3 to the Trade Licensing Act, within fields 1–81, in particular:
- Manufacture, reproduction, distribution, sale and rental of audio and audiovisual recordings and manufacture of blank data and recording media
- Wholesale and retail trade
- Provision of software, information technology consultancy, data processing, hosting and related activities and web portals
- Advisory and consultancy activities, preparation of professional studies and assessments
- Extracurricular education and training, organisation of courses and training, including lecturing activities
- Intermediation of trade and services

1.6. Supplier: ECOdate s.r.o., an authorised implementation partner of Asseco Solutions (hereinafter referred to as the "Manufacturer"). The Supplier is authorised to grant Sublicences to the APV on the basis of a valid and effective Authorised Implementation Partnership Agreement concluded between Asseco Solutions and the Supplier. The Supplier exercises the economic copyright in APV ECOdate.

2. DEFINITIONS

2.1. **Acceptance:** the method by which the Customer accepts the subject matter of performance, as defined by the Supplier's project management methodology.

2.2. **Acceptance Criteria:** a list of requirements (or test tasks) agreed in writing between the Customer and the Supplier for the purposes of Acceptance. If the subject matter of performance meets these requirements, it is deemed completed. The Acceptance Criteria are approved by the Customer.

2.3. **APV:** application software supplied by the Manufacturer and protected by the Copyright Act and the Civil Code. It may consist of an individual module of the relevant APV or a complete software suite comprising multiple modules. In ECOdate s.r.o.'s business practice, APV was previously also referred to as a "Helios Licence". For the purposes of these GTC, all references to a "Helios Licence" in earlier agreements, offers or other documentation shall be deemed references to APV. For the purposes of these GTC, only the designation "APV" shall be used, irrespective of the designation used in earlier agreements, orders, offers or other business documentation.

- APV Helios Easy,
- APV Helios Inuvio,

2.4. **Archive Database:** see Clause 2.31 below.

2.5. **Copyright Act:** Act No. 121/2000 Coll. of the Czech Republic, as amended.

2.6. **Certified Consultant:** a consultant who, at the time of carrying out a Service Intervention, is an employee of the Supplier, or a consultant who at that time holds a valid certificate for the relevant APV issued by the Supplier and is in an employment or similar relationship with a certified partner for the relevant APV.

2.7. **Training Database:** see Clause 2.31 below.

2.8. **Manufacturer:** Asseco Solutions, a.s., the manufacturer and author of APV Helios, which exercises the economic rights in APV under the Helios trade name in full compliance with the Copyright Act. The company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File No. 3771, registered on 5 March 1996. Registered office: Czech Republic, Prague 4, Zelený pruh 1560/99, 140 02, Company ID No.: 64949541.

2.9. **Custom Development (also referred to as a Program Modification):** a paid delivery of an individualised solution created or performed according to the Customer's requirements. Custom Development may include, in particular, one-off system configuration, parameter settings, creation of a print form, modification of a data output, script, database object, view, database procedure, function, trigger, plugin, integration solution or other individually created functionality. Custom Development may also constitute APV ECOdate if it meets the definition under Clause 2.50 of these GTC and Annex 1 to these GTC. In such a case, its licensing regime shall be governed by Annex 1 unless the relevant Agreement expressly provides otherwise. If Custom Development does not meet the definition of APV ECOdate and its licensing regime is not otherwise governed by the relevant Agreement, the Supplier grants the Customer a non-exclusive, unlimited-term and territorially unrestricted right to use it for the Customer's own needs.

2.10. **Electronic Performance:** provision of services or other requested performance by the Supplier exclusively in electronic form (e.g. by electronic mail, Remote Access, FTP connection, etc.).

2.11. **Helpdesk:** the Supplier's system enabling electronic communication with the Customer and intended to provide rapid assistance to a trained user. It consists of:

- Dedicated e-mail address: helios@ecodate.eu
- Dedicated telephone number: +420 474 334 531

In contractual relationships concluded before these GTC became effective, any reference to "Hotline" shall, from the effective date of these GTC, mean "Helpdesk".

2.12. **Project Charter:** a document governing the organisation, communication and competences of persons participating in the APV implementation project.

2.13. **Implementation:** the process of deploying APV within an organisation by adapting the standard APV to the Customer's specific needs, preparing documentation and training the Customer. The output of Implementation is operation of the relevant APV.

2.13.1. Operation of the relevant APV: APV is deemed to be in operation if data is entered, processed or otherwise handled by the Customer in any part of it.

2.14. **Incident:** a request for support or advice concerning use of the software which does not arise from a Defect and is handled through the Helpdesk service.

2.15. **Communication Language:** the language in which all written or electronic communication takes place is Czech and/or Slovak, unless the Agreement provides otherwise.

2.16. **Licence:** a collective term for the right to use APV. In the relationship between the Manufacturer and the Supplier, a Licence means the licence granted by the Manufacturer to the Supplier. In the relationship between the Supplier and the Customer, a Licence means the Sublicence granted by the Supplier to the Customer on the basis of authorisation granted to the Supplier by the Manufacturer. Where these GTC, an Agreement, offer, order or other business documentation use the term "Licence" in relation to the Customer, it shall mean a Sublicence unless the nature of the matter or an express provision indicates otherwise.

2.16.1. Sublicence: the right to use APV granted by the Supplier to the Customer for the period, to the extent and subject to the conditions set out in the Agreement, these GTC and the Manufacturer's licensing terms. Granting a Sublicence does not transfer to the Customer any ownership rights or economic copyright in APV.

2.17. **Maintenance:** in ECOdate s.r.o.'s earlier business documentation, the Maintenance service was also referred to as "System Support". For the purposes of these GTC, all references to "System Support" shall be deemed references to Maintenance. Maintenance is a paid service comprising:

2.17.1 Helpdesk

- It is intended for:
  - handling a query or request from a trained Customer user where the handling does not exceed fifteen (15) minutes,
  - receiving and reporting Defects,
  - assistance in identifying the cause of a problem,
  - proposing a possible solution or further procedure related to resolving the problem.
- It is not intended for:
  - training Customer users or Implementation work,
  - programming work or custom software modifications, including their resolution,
  - accounting, tax or legislative advice,
  - data corrections or interventions in data.
- The number of Incidents for APV during a calendar month is limited as follows:
  - three times the total number of users within the scope of the APV Licence.
- The Helpdesk is intended for handling an Incident within a scope not exceeding fifteen (15) minutes. Work exceeding this scope may, after notifying the Customer, be treated as a chargeable Service Intervention:
  - each commenced half-hour will be charged,
  - the price is based on the Supplier's then-current price list,
  - billing will take place retrospectively and automatically after the end of the relevant calendar month.
- Consultations concerning custom Custom Developments are free of charge if, as of the consultation date, the Customer has a contractual relationship with the Supplier or a member of its partner network under which Maintenance is provided for such Custom Developments.
- Removal of a Defect whose occurrence was demonstrably caused or contributed to by the Customer will be charged to the Customer according to the Supplier's then-current service price list.

2.17.2 APV Maintenance

- Provision of legislative versions incorporating legislative changes into APV within the purchased licence scope.
- Provision of APV versions with continuously updated and expanded standard functions.
- Provision of APV versions with generally applicable extended functionality according to the Manufacturer's development plan.
- Provision of updated APV versions resulting from changes in information technology.
- Provision of corrective (fix) packages removing specific system Defects.
- Distribution of corrected APV versions is carried out through APV or by another agreed method.
- Where corrected APV versions are distributed by another method, the Supplier shall arrange such distribution no later than fifteen (15) Working Days after the Customer places the order.

2.18. **Supplier Manager:** a member of the Supplier's staff authorised to represent the Supplier in matters concerning performance of the Agreement.

2.19. **Customer Manager:** a member of the Customer's staff authorised to represent the Customer in matters concerning performance of the Agreement.

2.20. **Unqualified Intervention:** an intervention not carried out by a Certified Consultant and consisting of adding new or changing existing functionality, implementing a Program Modification, changing configuration, or changing or supplementing system settings.

2.21. **Unjustified Complaint:** the outcome of a complaint procedure in which the subject of the complaint was not a Defect.

2.22. **Civil Code:** Act No. 89/2012 Coll. of the Czech Republic, the Civil Code.

2.23. **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

2.24. **Customer:** a user of the Supplier's products and services, being an entrepreneur or legal entity entering into an Agreement in connection with its business or professional activities.

2.25. **Authorised Persons:** employees of the Customer and the Supplier authorised to hand over or accept the results of mutual cooperation.

2.26. **Supported Environment (also referred to as Supported Platform):** Third-Party Software (local or network operating system, database server, terminal server, etc.) of a specific version from a specific manufacturer, within which the supplied APV operates and with which the APV is compatible. It is a subset of the APV Technology Requirements, and the Supplier provides the Customer with information support in this respect through the specification of the APV Technology Requirements.

2.27. **Grant of User Rights:** the act by which the Customer is granted the right to Use the relevant APV – a computer program – in accordance with the Copyright Act, the Civil Code or the relevant Agreement.

2.28. **Use of the relevant APV:** APV is deemed to be used if it is installed on a hard drive, supplied on an external data carrier, or an access code for remote access has been provided.

2.29. **Working Hours:** from 8:00 a.m. to 4:00 p.m. on Working Days according to the working calendar of the Czech Republic, in the local time applicable in the Czech Republic. A Working Hour means each hour falling within Working Hours. Saturdays, Sundays and public and other holidays under Czech law are not included in Working Hours or Working Days.

2.30. **Production Database:** see Clause 2.31 below.

2.31. **Production Environment:** exactly one APV Helios Easy or APV Helios Inuvio licence intended for processing production data. It contains three types of databases:

2.31.1 Production Database

- Specification/purpose: used for active work with production data (e.g. accounting). One Production Database is used to process the data of one legal entity.
- Scope and number: as specified in the relevant Agreement (corresponding to the agreed scope of the APV Helios Licence).
- Conditions of provision: automatically included in the Production Environment.

2.31.2 Training Database

- Specification/purpose: used to test functionality or settings that are not available in the Production Database, and for practice or training purposes using data other than production data. It is separated from the Production Database(s) at user-interface level. It contains restrictions preventing misuse for production purposes.
- Scope and number: includes the full scope of APV Helios (including modules not purchased); the number equals the number of Production Databases.
- Conditions of provision: automatically included in the Production Environment.

2.31.3 Archive Database

- Specification/purpose: used for archiving and subsequent access to the Customer's data (e.g. to evidence data from already closed accounting periods). It does not allow subsequent editing of data.
- Scope and number: according to the purchased scope.
- Conditions of provision: provided on the basis of the Customer's order; provision is chargeable.

2.32. **Program Documentation:** user documentation for the relevant APV describing its functionality, manner of use and conditions for operating that APV.

2.33. **Project:** a group of time-limited activities leading to Acceptance and use of the relevant APV (under the Agreement).

2.34. **Scope of Qualified Implementation Services – a qualified estimate of the scope of implementation services and Helios system configuration makes it possible to identify specific tasks and the timeframe for completing a standard implementation. In this way, the Supplier can optimise the Customer's costs and ensure project transparency. The Qualified Estimate is prepared on the basis of information supplied by the Customer, with emphasis on cost optimisation, and is based primarily on:**

a) the licence scope, which defines the system modules and available functions. The Qualified Estimate takes this scope into account and precisely identifies the tasks associated with implementing and configuring specific functions and modules;

b) the standard implementation scope, which includes basic configuration and training of system users;

c) the Customer's cooperation, where identification of key users and subsequent cooperation by the Customer are essential for successful implementation and optimisation of project costs. The Qualified Estimate of the scope of services may specify the expected level of cooperation and responsibility of the Customer. This includes provision of the necessary information, access to relevant resources and cooperation in testing and verification of system settings;

d) cost optimisation, where the purpose of the Qualified Estimate is to optimise the Customer's costs and ensure that the Customer pays only for work actually performed;

e) the time sequence, as the common objective of the parties is to deploy individual modules into production progressively so that the Customer can start benefiting from the Helios system as soon as possible.

2.35. **Steering Committee:** a group of Authorised Persons representing the Supplier and the Customer who are directly or indirectly involved in performance of the subject matter of the Agreement.
The Steering Committee shall always include at least the Supplier Manager and the Customer Manager.

2.36. **Service Intervention:** performance of a service when handling a reported request.

2.37. **Agreement:** a contractual relationship entered into between the Customer and the Supplier. An Agreement may take the form of a written agreement signed by authorised representatives of the parties, including its amendments, annexes and documents incorporated by reference, or may arise by any of the methods set out in Article 13 of these GTC.

The principal types of Agreements are:

2.37.1 Sublicence and Maintenance Agreement (or, separately, Sublicence Agreement; Maintenance Agreement)

2.37.2 Implementation Agreement

2.37.3 Enhanced Support Agreement (SLA)

2.37.4 Initial Study Agreement

2.37.5 Hardware and Software Purchase Agreement

2.37.6 ERPORT Services Agreement

2.37.7 Data Processing Agreement – a contractual arrangement between the Supplier and the Customer governing their mutual rights and obligations when processing personal data provided by the Customer, in accordance with the Czech Personal Data Processing Act and the GDPR.

2.37.8 Various Partial Agreements – any agreement governing specific terms of cooperation between the Supplier and the Customer in individual (partial) phases of the contractual relationship.

2.37.9 Agreement for the Grant of a Licence to APV ECOdate – a contractual relationship under which a Licence to APV ECOdate is granted to the Customer; it may arise in particular by a written agreement, acceptance of an offer, confirmation of an order or another method under Article 13 of these GTC. The licensing terms are governed in particular by Annex 1 to these GTC.

2.37.10 Agreement for the Supply or Intermediation of a Licence to Third-Party Software – a contractual relationship whose subject matter is the supply, intermediation or grant of a right to use Third-Party Software to the extent the Supplier is authorised to do so. Use of such software is governed by the relevant licensing terms of its manufacturer or other rights holder and, where applicable, by the relevant Agreement.

Agreements may contain, as a separate annex, definitions of additional terms not addressed in these GTC.

2.38. **Software:** computer software.

2.39. **Standard APV Version:** defined by the licence scope stated in the annex to the relevant Agreement.

2.40. **APV Technology Requirements:** the specification of technical requirements for operation of APV, always set out in the relevant Agreement (usually by reference to a website). It generally also includes identification of the current Supported Environments/platforms, or identification of software platforms that are no longer Supported Environments. Due to continuous development in IT, the APV Technology Requirements change over time.

2.41. **Test Environment:**

- Specification/purpose: exactly one APV Helios Easy or APV Helios Inuvio licence intended for testing new versions or custom modifications before deployment to the Production Environment. For this purpose, only backups of Production Databases may be operated in the Test Environment.
- Conditions of provision: upon the Customer's request; provision is free of charge.
- Scope and number: the Test Environment is limited to a maximum of 5 core users and does not include Training or Archive Databases.

2.42. **Defect:** a deviation from the APV specification defined by the description of functions in the existing Program Documentation. A Defect exists if the software product does not perform the functions stated in the documentation, produces incorrect results or terminates its operation uncontrollably (see Article 8 of these GTC for details). For the purposes of the provisions on Defects and complaint procedures, the rules relating to APV shall apply mutatis mutandis also to APV ECOdate and Custom Development unless their nature, the Agreement or the relevant licensing terms provide otherwise.

2.43. **Virus:** a change to software, data or the contents of computer memory, a change on a disk or other computer storage medium, where such change may destroy, damage or cause destruction or impairment of reliability, or alter access to any software or data.

2.44. **General Terms and Conditions:** a document defining the general terms of cooperation between the Supplier and the Customer (also referred to as the GTC), forming an integral part of every agreement concluded by the Supplier. In the event of any conflict between the relevant Agreement and the GTC, the provisions of the relevant Agreement shall prevail.

2.45. **Output:** the result of the Supplier's performance.

2.46. **Remote Access:** a service under which a member of the Supplier's staff connects securely to the Customer's workstation and/or server at the Customer's request and following activation of the connection. The service is intended for resolving Defects.

2.47. **Act on Certain Information Society Services:** Act No. 480/2004 Coll. of the Czech Republic, on Certain Information Society Services and on Amendments to Certain Acts.

2.48. **Change Management:** discussion and approval of a change to contractual terms at the request of either party. This does not apply to procedures governed by these GTC or the relevant Agreement that permit unilateral changes to the contractual relationship.

2.49. **Czech Personal Data Processing Act:** Act No. 110/2019 Coll. of the Czech Republic, on Personal Data Processing, as amended.

2.50. **APV ECOdate:** software supplied by the Supplier and protected by the Copyright Act and the Civil Code. It may consist of an individual module, an entire software suite comprising multiple modules, or software functionality created by the Supplier. The right to exercise the rights in the

copyrighted work, i.e. the licence to APV ECOdate, is granted on a non-exclusive, unlimited-term and territorially unrestricted basis unless the Agreement, these GTC or Annex 1 provide otherwise.

2.51. **Third-Party Software:** software that is neither APV Helios nor APV ECOdate and whose manufacturer, author, licensor or other rights holder is a third party.

2.52. If agreements, offers, orders or other business documentation concluded before the effective date of these GTC use earlier names or designations for defined terms, such terms shall, for the purposes of these GTC, be deemed to have the same meaning as the terms defined in this Article unless the nature of the matter or the context indicates otherwise.

2.53. **Licence Entitlements Overview:** a document issued by the Supplier containing an up-to-date overview of the Customer's rights to use software and related services recorded by the Supplier. It may include, in particular, Licences and Sublicences to APV Helios, Licences to APV ECOdate, rights to use Third-Party Software, rented or time-limited licences, and any other licence or similar entitlements, including their scope, duration, licence number, Licensed Location, number of users, databases, modules, functionalities or other licence parameters. The Licence Entitlements Overview is for record-keeping and information purposes, and its issuance is not a condition for the creation, amendment or effectiveness of the relevant entitlement unless expressly provided otherwise in the Agreement.

3. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

3.1. The Supplier undertakes to deliver to the Customer the relevant APV and functions for operation on the technical equipment and in the Supported Environment stated in the Program Documentation for the relevant APV. Development, updates, corrections and incorporation of legislative changes into APV Helios, including determination of their content, scope, manner of implementation, release date and description of changes, are provided by the Manufacturer. The Supplier does not perform these activities for APV Helios and cannot influence their content or timing. If the Customer has valid Maintenance, the Supplier shall, within its scope, facilitate the Customer's access to updates, corrected versions and related information issued or made available by the Manufacturer. Updates, corrections and further development of APV ECOdate are provided by the Supplier within the scope of valid Maintenance or another relevant Agreement.

3.2. The Supplier guarantees that, at the time of delivery, APV has the functional and technical properties described in the Program Documentation for APV. The Customer has no entitlement to modification of the APV algorithm according to its requirements. The Manufacturer decides on the manner and form in which legislative changes are incorporated into standard APV; for APV ECOdate or Custom Developments, the Supplier decides.

3.3. The Supplier undertakes to remove without undue delay Defects preventing further use of APV if, under the relevant Agreement or valid Maintenance, the Customer is entitled to corrected versions, updates, upgrades or other performance intended to remove Defects. Defect corrections are generally provided through the standard distribution mechanisms of the Supplier or the Manufacturer. The complaint procedure is set out in Article 8 of these GTC.

3.4. The Supplier reserves the right to discontinue support for APV functionality on platforms whose original manufacturers have ceased to support them at the level of compatibility with third-party software products. The Supplier is not liable for operation of APV in such environments. Nor is the Supplier liable for any loss arising as a result of such situation, including any costs of resolving it. The Supplier shall demonstrably inform the Customer of such fact.

3.5. The Manufacturer has the right to make changes to APV Helios that increase its possibilities of use and may also make program changes resulting from developments in programming tools, operating systems and technical equipment. The Supplier has corresponding authority in relation to APV ECOdate.

3.6. The Supplier is entitled to charge the Customer for Helpdesk services if the specified monthly Incident limit is exceeded; Incidents above the limit are treated as a Service Intervention and the minimum billing unit is 0.5 hour. The number of Incidents exceeding the limit under Clause 2.17.1 shall be assessed within fifteen (15) calendar days and subsequently invoiced.

3.7. If the Customer fails to pay the price for the Grant of User Rights within the agreed period after signing the Agreement, the Supplier is entitled to withdraw from the relevant Agreement. Withdrawal from the Agreement excludes the Customer's further Use of the relevant APV.

3.8. If the Customer fails to comply with the payment terms agreed in the Agreement for Maintenance, the Supplier is entitled to suspend provision of Maintenance until the contractually agreed payment terms have been fulfilled, without such suspension constituting a breach of the Agreement by the Supplier.

3.9. If the situation described in the preceding Clause 3.8 occurs, or if the Customer terminates the Maintenance Agreement, the Supplier's obligation to provide the Customer with consultancy services, updates and legislative upgrades of APV shall cease, as a result of which the Supplier shall bear no responsibility for flawless functionality of APV or for its proper compatibility with generally binding applicable legislation.

3.10. The Manufacturer exercises the economic rights in APV under the Helios trade name in full compliance with the Copyright Act. Both the Manufacturer and the Supplier are authorised to grant Sublicences to those parts of APV developed by partner companies within the Helios Open project (formerly Asseco Solutions Partners Open), on the basis of contractual relationships with such third parties in accordance with the Copyright Act.

3.11. The Supplier grants the Customer the rights to use APV Helios through a Sublicence Agreement. Unless the relevant Agreement expressly provides otherwise, the Supplier shall also be deemed to have granted the Customer a non-exclusive, unlimited-term and territorially unrestricted right to use any result of activities or services provided by the Supplier under the relevant Agreement that qualifies as a copyrighted work or another subject matter protected by intellectual or industrial property rights and that the Supplier created or provided to the Customer in performance of the relevant Agreement.

This Clause applies only to results of the Supplier's activities or services whose licensing regime is not governed by the Agreement, these GTC or their annexes. In particular, it does not apply to APV Helios or APV ECOdate; it applies to Custom Development only if its licensing regime is not otherwise governed by the Agreement, these GTC or their annexes.

3.12. The Customer's right to use APV ECOdate, Custom Development or another software solution is separate from the provision of its support, maintenance, updates, corrections and further development. An unlimited-term right of use therefore does not, by itself, create an obligation

for the Supplier to ensure unlimited-term functionality, maintenance, updating, corrections, further development or compatibility of the relevant solution.

i) The Supplier provides support, maintenance, updates and corrections of the relevant solution only within the scope of valid Maintenance or another relevant Agreement. Unless expressly agreed otherwise in the Agreement, the Supplier is not obliged to provide such activities after ten (10) years from the date on which the relevant solution was handed over to the Customer.

ii) The Supplier is entitled to discontinue support for the relevant solution even before expiry of that period, in particular if the solution is operated with a version of APV Helios, an operating system, database system, Third-Party Software or another technological environment that is no longer supported by the Manufacturer, the relevant original manufacturer or the Supplier, or if continued functionality or compatibility requires a substantial architectural change or creation of a new solution.

iii) The Supplier shall inform the Customer of the intended discontinuation of support within a reasonable period in advance. If Maintenance for the relevant solution has been paid for the current period, discontinuation of support shall take effect no earlier than upon expiry of that period, unless further provision of support is prevented by a circumstance that the Supplier cannot reasonably control.

iv) Discontinuation of support does not affect the Customer's right to continue using the last properly supplied version of the relevant solution within the scope of the right of use granted and in the technological environment for which it was intended. Such continued use, however, does not create any obligation for the Supplier to ensure its functionality, corrections, updates, further development or compatibility with later versions of APV Helios, operating systems, database systems, Third-Party Software or other technological environments.

3.13. The Supplier offers the possibility of arranging for the Customer the right to activate and use applications in the AVAplace.com environment from its operator, Asseco Solutions, a.s. In this connection, the Supplier states that use of each individual application in the AVAplace environment is governed by the General and Framework Terms and Conditions of AVAplace and, where applicable, by the individual user terms of the relevant application, the current versions of which are available in the publicly accessible part of Asseco Solutions, a.s.'s website (www.avaplace.com) or within the AVAplace environment before use of the relevant application begins.

3.14. On the basis of a separate Helios Inuvio Technical Support Agreement (SLA), the Supplier may provide the Customer with enhanced technical and operational support services. These services are optional, are not automatically included in the Licence, Sublicence, Maintenance or any other services provided by the Supplier, and the Customer has no entitlement to them without entering into the relevant SLA Agreement.

3.15. The scope, frequency, method of provision, price, response times, Customer cooperation and other terms of SLA services are set out in the relevant SLA Agreement. Depending on its agreed scope, SLA services may include, in particular, installation of updates and new APV versions, updates of plugins and Program Modifications, operation monitoring, backup configuration and verification, database maintenance and updates of supported MS SQL Server versions.

3.16. In the event of any conflict between the SLA Agreement and these GTC in relation to SLA services, the provisions of the SLA Agreement shall prevail.

3.17. Third-Party Software may be supplied to the Customer by the Supplier or directly by the relevant third party, subject to the terms of the specific offer, order or Agreement. In such a case, the Supplier may act as seller, distributor or intermediary. The Customer's right to use Third-Party Software is governed by the licensing terms of the relevant manufacturer, provider or other rights holder. The Supplier does not grant a Licence or Sublicence to Third-Party Software in its own name unless expressly agreed otherwise or unless it is authorised to grant such rights on the basis of its contractual relationship with the relevant third party.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

4.1. The Customer is entitled to use the supplied APV to the extent agreed in these GTC and the relevant Agreement, in accordance with the APV licensing entitlement, instructions of the Supplier's staff and the terms set out in the Program Documentation.

4.2. In response to developments in software tools, the Customer undertakes to update the parameters of its technical equipment and the software platforms it uses so that they comply with the APV Technology Requirements and Supported Environments, provided that the Supplier provides full cooperation, including the relevant information obligations. The Customer undertakes to do so in particular with regard to Clauses 3.4 and 9.7 of these GTC.

4.3. The Customer undertakes to pay properly and on time for the performance provided. The payment obligation is fulfilled on the date the amount is credited to the Supplier's account.

4.4. The Customer undertakes, without undue delay, to demonstrably notify the Supplier (in writing or electronically) of any changes to the Customer's details and those of its staff that are necessary for proper performance of the Agreement.

4.5. For the purpose of diagnosing Defects and providing support, the Customer shall allow the Supplier's staff Remote Access to its system in accordance with the Supplier's specification. If the Customer does not allow Remote Access, it shall bear all costs associated with diagnosing Defects or providing support where these are carried out by another agreed method. The Customer also acknowledges that in such a case the Supplier is unable to comply with the time limits specified in Clause 8.6 of these GTC (Time Limit for Commencement of Work on Removing a Defect and Time Limit for Removal of a Defect), as further adjusted under Clause 8.7. In such a case, the Supplier shall not be liable for any loss incurred by the Customer.

4.6. Without the Supplier's written consent, the Customer is not entitled, in particular, to:

4.6.1 modify APV in any manner (except by using tools provided for that purpose), translate it into other programming or natural languages, incorporate it into another software product or distribute products created in this way;

4.6.2 grant other legal or natural persons any right to exercise the right to use APV;

4.6.3 allow third parties Remote Access to APV for the purpose of editing data of legal or natural persons other than the Customer;

4.6.4 reproduce APV for the benefit of other legal or natural persons and subsequently distribute, rent, lend, display or otherwise dispose of such copies otherwise than as permitted by the Agreement;

4.6.5 use or otherwise handle the Test Environment in any manner other than as specified in Clause 2.41 of these GTC.

4.7. Clause 4.6 shall apply analogously also to the parts of APV referred to in Clause 3.10 of these GTC that were created by partner companies, provided they are supplied to the Customer as part of APV Helios or in connection with it. For other Third-Party Software, the Customer's right to use it and any restrictions on such use are governed by the licensing terms of the relevant manufacturer, provider or other rights holder and by the relevant Agreement.

4.8. The Customer acknowledges and agrees that if it breaches in any manner the licensing terms agreed in the relevant Agreement and/or these GTC (including, without limitation, Clauses 4.6 and 4.7 of these GTC), or the provisions of the Copyright Act or the Civil Code concerning economic rights, such conduct shall also constitute a material breach, entitling the Supplier to claim, and obliging the Customer to pay, a contractual penalty to the Supplier in an amount equal to twice (2x) the total value of the Sublicence (as specified in the Sublicence Agreement, or as the sale price of the APV Licence supplied under an ERPORT Services Agreement). Payment of the contractual penalty shall not affect the Supplier's right to compensation for any loss suffered. The Supplier is also entitled to withdraw from the relevant Agreement.

4.9. Throughout the validity and effectiveness of the Agreements, the Customer shall maintain the e-mail address stated in the Agreement or, if it changes, demonstrably notify the Supplier of a new e-mail address. Important information concerning these GTC or the Agreement(s), etc. shall be delivered to that e-mail address. If the Customer breaches this obligation, the Supplier's relevant information obligations shall be deemed fulfilled by sending the information to the Customer's e-mail address stated in the relevant Agreement (or to the newly notified e-mail address).

5. COOPERATION BETWEEN THE SUPPLIER AND THE CUSTOMER

5.1. The parties undertake to cooperate closely, in particular by providing each other with complete, true and timely information necessary for proper performance of their obligations. If material circumstances that affect or may affect performance of the Agreement change, each party shall inform the other party of such change no later than three (3) Working Days after the change occurs.

5.2. In the interest of optimal performance of the Agreement, the parties shall perform their obligations properly and on time so as to avoid delays. If either party is in delay in performing its obligations, it shall notify the other party without undue delay of the reason for the delay and the expected date and method of remedy.

5.3. If circumstances arise during a Project under which it is appropriate for any reason to change the deadline, price or content of performance, the party proposing the change shall request the other party to carry out Change Management. The Supplier Manager shall convene the Steering Committee within ten (10) calendar days and present the impact of the proposed change on the price, timetable and content of the Project. The Supplier Manager convenes the Steering Committee with regard to the Customer's capacity and deadlines. The Customer is required to attend the Steering Committee meeting. If the Customer does not attend, it is bound by the organisational and procedural conclusions of the Steering Committee. Changes to the price, deadline or content of performance are binding on the parties only if approved by persons authorised to amend the Agreement or in the manner specified in the Agreement.

5.4. The Supplier shall not be liable for delay or loss to the extent caused by the Customer's failure to provide the necessary cooperation.

5.5. During performance of the relevant Agreement, the Customer shall actively provide the necessary cooperation within the scope of the subject matter of performance. If the Customer breaches the specified duty to cooperate for more than fourteen (14) calendar days from the date on which it was notified thereof, the Supplier is entitled to suspend performance of those obligations affected by such failure to cooperate until cooperation is restored. The specified time limits and deadlines for performance shall be extended accordingly, at least by the period during which performance was duly suspended in accordance with this provision. If the Customer is in delay under this Article, has been demonstrably notified thereof by the Supplier (in writing or electronically) and fails to remedy the situation within an additional period of at least fourteen (14) calendar days, the Supplier is entitled to charge the Customer a contractual penalty of CZK 5,000 for each commenced day of the Customer's delay in performing this obligation. The Supplier is also entitled to withdraw from the relevant Agreement. Withdrawal from the Agreement does not affect the Customer's obligation to pay a contractual penalty to which the Supplier became entitled during the term of the Agreement.

6. PRICE AND PAYMENT TERMS

6.1. Prices for performance stated in the Agreement(s) do not include value added tax at the statutory rate.

6.2. The parties agree that invoices shall be due within fourteen (14) calendar days from their issue date, unless a different due date is agreed in the relevant Agreement.

6.3. A monetary obligation under the Agreement is fulfilled when the relevant payment is credited to the Supplier's account.

6.4. The parties agree that if the Customer fails to pay any financial obligation arising from the Agreement(s) by the due date stated in the relevant invoice, the Supplier is entitled to claim, and the Customer shall pay, default interest at 0.06% of the outstanding amount for each day of delay, including any commenced day.

6.5. The Customer is entitled to dispute an issued invoice only by its due date. A complaint made after that date shall be deemed unjustified. Delivery of a substantiated invoice complaint to the Supplier suspends the running of the due period for the disputed part of the invoice, and the new due period shall be extended by the period during which the complaint was being handled.

6.6. The Supplier is entitled unilaterally to suspend performance of its contractual obligations if the Customer is more than thirty (30) calendar days overdue in paying any amount owed to the Supplier. Unless the parties agree otherwise, the Supplier shall resume performance of the suspended obligations no later than ten (10) Working Days after the Customer pays the overdue amounts whose non-payment caused the suspension.

6.7. Change to the Service Price List: the Supplier is entitled to update the Service Price List for the relevant calendar year. The Supplier shall notify the Customer of a change to the Service Price List at least thirty (30) calendar days in advance at the Customer's e-mail address stated in the relevant Agreement. The Customer is entitled to reject the change to the Service Price List and terminate the relevant Agreement for that reason. In such a case, the notice period is six (6) months and begins on the first day of the month following delivery of the notice to the Supplier. Rejection of the change to the Service Price List and notice of termination of the Agreement must be delivered by the Customer to the Supplier no later than fourteen (14) calendar days before the proposed effective date; otherwise the rejection and notice shall be disregarded. If, within

that period, the Customer delivers only a separate rejection of the changes to the Service Price List without the corresponding notice of termination of the Agreement, such rejection shall be disregarded and the Customer shall pay for the performance at the price stated in the amended Service Price List.

6.8. Once during each calendar year, the Supplier is entitled unilaterally to adjust the fee for Maintenance or the ERPORT Service stated in the Agreement(s) by the inflation rate expressed as the increase in the average annual consumer price index in the Czech Republic for the preceding calendar year, as published by the Czech Statistical Office. Prices adjusted by the Supplier under this Clause shall apply from 1 January of the calendar year in which the adjustment was demonstrably notified to the Customer (in writing or electronically). If the fee for Maintenance or the ERPORT Service for that year was invoiced by the Supplier before publication of the relevant index by the Czech Statistical Office, the Supplier is entitled to issue an additional invoice for any difference in the fee by the end of that calendar year. Prices under this Clause may be adjusted for the first time during the calendar year following the calendar year in which the relevant Agreement became effective.

6.9. The price does not include ancillary costs associated with the subject matter of performance (e.g. accommodation), unless the Agreement provides otherwise. Such reasonably incurred costs shall be invoiced separately on the basis of approved statements and constitute a separate claim of the Supplier.

6.10. The Customer agrees that the Supplier is entitled to set off any due monetary claim of the Supplier against the Customer against any monetary claim of the Customer against the Supplier, regardless of the legal relationship from which it arises. The Customer agrees that the Supplier is entitled to set off its claims also against Customer claims that are not yet due, cannot be subject to enforcement, cannot be asserted before a court, or are time-barred.

6.11. Without the Supplier's prior express written consent, the Customer is not entitled to assign (including by way of security assignment of a claim or right) or pledge its claims against the Supplier, nor to assign the Agreement or any part thereof or the rights and obligations arising therefrom. This restriction does not apply to assignment (including security assignment of a claim or right) of the Customer's claims against the Supplier to the Supplier, or to pledging such claims in favour of the Supplier. The Customer agrees that the Supplier is entitled to assign the Agreement to third parties.

6.12. The Supplier reserves the right to require from the Customer an advance payment, an irrevocable letter of credit or another acceptable form of security if the Customer's financial condition or payment history becomes unacceptable to the Supplier.

6.13. The Customer agrees that the Supplier may obtain information concerning the Customer's payment discipline and creditworthiness (in particular information on the nature and extent of any breach of previous obligations) necessary to assess a proposal to enter into the relevant Agreement.

6.14. Where not contrary to applicable law, the Customer agrees that all rights and claims of the Supplier against the Customer shall become time-barred after fifteen years and, where the legal rules applicable to the relevant legal relationship are those in force before the recodified Civil Code became effective (i.e. before 1 January 2014), after ten (10) years from the date on which they could first have been exercised/asserted by the Supplier.

6.15. Adjustment of a Price Agreed in EUR

6.15.1. If a price is agreed in EUR, the Supplier is entitled to adjust it taking into account inflation in the euro area and movements in the EUR/CZK exchange rate. For recurring performance invoiced for annual periods, the adjustment is made once a year for the following annual billing period. For one-off performance, services or performance provided on the basis of an offer, the adjustment is made at the time of invoicing by reference to the price and reference exchange rate applicable when the relevant performance was agreed or confirmed, unless the Agreement or offer provides otherwise.

6.15.2. The inflation adjustment shall be made according to the annual average rate of change in the Harmonised Index of Consumer Prices for the euro area, all items ("All-items HICP"), published by Eurostat for the preceding calendar year. If the value of this indicator is zero or negative, the price shall not be reduced for that reason.

6.15.3. In addition to the inflation adjustment, the Supplier is entitled to increase the price if the Czech koruna strengthens against the euro by more than CZK 0.50 per EUR 1. For the purpose of assessing the exchange-rate change, the EUR/CZK reference rate published by the European Central Bank for the date of the price adjustment shall be compared with the reference rate used for the previous price adjustment. For the first price adjustment, the reference rate shall be the ECB rate published for the date from which the originally agreed price applied, or for the date on which the relevant performance was agreed or confirmed. If no ECB rate is published for the relevant date, the most recently published rate before that date shall be used. If the difference between the rates exceeds CZK 0.50 per EUR 1, the entire identified exchange-rate change shall be reflected in the price and the euro price shall increase in the same proportion as the current EUR/CZK rate has decreased compared with the reference rate. An exchange-rate change not exceeding that threshold, or a weakening of the Czech koruna against the euro, shall not result in any price change. For recurring performance, the current rate used for the price adjustment becomes the reference rate for the next period.

6.15.4. If both the inflation and exchange-rate adjustments are applied, the price shall first be increased under Clause 6.15.2 and subsequently under Clause 6.15.3. For recurring performance invoiced for annual periods, the Supplier shall notify the Customer of the new price at least 30 days before the beginning of the relevant annual billing period. For one-off performance, services or performance provided on the basis of an offer, any price adjustment shall be stated no later than in the invoice or related settlement. The Supplier shall state the original and new price and the inflation and exchange-rate values used in the calculation.

7. ACCEPTANCE OF PERFORMANCE

7.1. The Supplier shall demonstrably invite the Customer to accept the performance at least three (3) Working Days before handover.

7.2. For Outputs where acceptance by Acceptance has not been agreed, the performance or relevant part thereof shall be deemed accepted at the time the subject matter of performance or relevant part is handed over to the Customer, unless the Customer notifies the Supplier of Defects in the performance within five (5) Working Days after handover.

7.3. Those parts of the subject matter of performance for which acceptance by Acceptance has been agreed shall be deemed handed over if their acceptance has been approved by the Customer or the agreed Acceptance Criteria have demonstrably been met. If no specific date is agreed, the Customer shall carry out Acceptance within five (5) Working Days after the Supplier's request or notify the Supplier of any deficiencies

preventing acceptance. If, within the specified period after handover of the Outputs, the Supplier does not receive an acceptance protocol stating any Defects, the Output shall be deemed accepted without reservations.

7.4. Deficiencies preventing acceptance of performance mean failure to meet the agreed Acceptance Criteria or a Category A Defect under Clause 8.2.1. Any Customer reservations arising from declared Category B and C Defects under Clauses 8.2.2 and 8.2.3 do not prevent Acceptance of the Output. To address Acceptance reservations, the Supplier shall propose a method and deadline for resolution.

7.5. The Customer is obliged to accept the results of the Supplier's activities if they meet the pre-agreed conditions.

8. COMPLAINT PROCEDURE

8.1. The subject of the complaint procedure is a Defect and the procedure shall be conducted exclusively in the Communication Language.

8.2. Classification of Defects:

8.2.1 A Category A Defect (critical Defect) means a serious APV Defect for whose resolution the Manufacturer or the Supplier is responsible and which causes APV to enter a state in which no operations can be performed, including viewing data, and the Customer is unable to fulfil its obligations towards third parties (its clients, public administration, banks). This is a state in which APV functionality is directly threatened and such functions cannot be bypassed by an alternative method, or complicated and costly solutions outside the system are required.

8.2.2 A Category B Defect (serious Defect) means a medium-severity APV Defect for whose resolution the Manufacturer or the Supplier is responsible, where certain APV functionality for processing and viewing data is unavailable but its operation can, following the Supplier's instructions, be replaced by other functionality, albeit with greater labour intensity.

8.2.3 A Category C Defect (minor Defect) means a non-serious Defect where certain APV functionality deviates to a limited extent from the Program Documentation, but this has no impact or only a negligible impact on the Customer's APV operation.

8.3. Defects are classified by the Supplier. Any Customer objections to the classification of Defects shall be decided by the authorised persons of the Customer and the Supplier or, in their absence, their representatives. In the event of disagreement, the decision on the Defect category shall be escalated through the relevant managers up to the statutory representatives.

8.4. The Supplier reserves the right to classify objections relating to APV ergonomics as suggestions for improvement of APV; such objections therefore cannot be classified as Defects.

8.5. A complaint must contain a sufficiently detailed description of the Defect to enable the Supplier to classify it. The Customer shall submit complaints through the Helpdesk, whereby:

8.5.1 The Customer shall report identified Defects as soon as possible after discovering them.

8.5.2 If the Customer has not provided a detailed specification of the Defect, in particular the APV version number, the action and sequence of activities causing the error state, a description of the correct state and of the current deviation from the required state, documented error messages, and fails to provide such specification even after being requested by the Supplier, the Supplier is entitled to classify the Defect as "minor – Category C".

8.6. Time limits:

the number of Working Hours or Working Days from reporting the Defect to the Helpdesk, or delivery of the complaint, until work on resolving the Defect begins.**8.6.1 Time Limit for Commencement of Work on Removing a Defect, or assessment of a deficiency:**

- For a Category A Defect: within 24 Working Hours during Working Hours under Clause 2.29
- For a Category B Defect: within 48 Working Hours during Working Hours under Clause 2.29
- For a Category C Defect: within 20 Working Days

the number of Working Hours or Working Days from commencement of work on resolving the Defect until the Defect is resolved. This period begins when the preceding period described in Clause 8.6.1 has elapsed.**8.6.2 Time Limit for Removal of a Defect:**

- For a Category A Defect: within 6 Working Days
- For a Category B Defect: within 30 Working Days
- For a Category C Defect: within a new version, provided this is consistent with the standard concept of the relevant product and the Defect was reported more than 6 months before release of the new version.

If removal of an APV Helios Defect requires intervention by the Manufacturer or release of a corrected version by the Manufacturer, the Supplier shall submit the Defect to the Manufacturer for resolution without undue delay. The time limit for removing such Defect depends on the Manufacturer's procedure and the Supplier shall not be liable for failure to meet it to the extent the Supplier cannot influence the Manufacturer's release date for the correction. The Supplier shall keep the Customer informed of the progress of the resolution.

8.7. Adjustment of the basic time limits for removing Defects:

8.7.1 For as long as the Customer fails to provide the Supplier with functional Remote Access necessary to resolve the Defect, neither the relevant time limit for commencement of work nor the time limit for removal of the Defect shall run.

8.7.2 The period during which the Supplier is waiting for the Customer to provide necessary cooperation shall not be included in the time limit for removal of a Category A, B or C Defect. Cooperation shall be deemed necessary in particular where it is required to identify the cause, consequences and possible method of removing the complained-of Defect.

8.7.3 The period during which the Supplier was unable to handle the complaint due to force majeure shall not be included in the time limit for removal of a Category A, B or C Defect.

8.7.4 The time limits for removal of Category A, B and C Defects may be modified by agreement between the Supplier and the Customer.

8.8. A Defect shall be deemed removed upon publication of a corrected version in APV Helios, by means of Remote Access, or by removal through another form of Electronic Performance. A Defect shall also be deemed removed if the Supplier publishes an alternative procedure whose

observance restores the functionality affected by the Defect. A Defect shall also be deemed removed where its category is changed by partial removal of the Defect to a less serious category under the above classification, provided that the total time for its removal does not exceed the time limits stated in Clause 8.6 for the category in which the Defect is classified after the change.

8.9. In the event of an Unjustified Complaint, the Supplier is entitled to invoice the Customer in full for all costs of carrying out the complaint procedure in accordance with the applicable service price list.

8.10. A localisation-language error shall not be considered a Defect unless it has a direct impact on interpretation of terms or their possible interchangeability of meaning with a resulting risk of loss. A state in which APV terminates its operation uncontrollably due to the use of third-party components shall not be considered an APV Defect. In such cases, the Supplier shall bear no liability for any loss incurred by the Customer.

9. SUPPLIER'S REPRESENTATIONS

9.1. The Supplier warrants that APV is free from legal defects and does not in any way infringe or prejudice third-party rights, including ownership rights, contractual obligations, trade secrets, protected information, confidentiality obligations, trademarks, copyrights or patent rights.

9.2. APV functions beyond the scope described in the supplied documentation, or the unsuitability of the programs for achieving the Customer's objective, do not constitute grounds for exercising rights arising from defective performance.

9.3. The Customer bears sole responsibility for the creation, use and operation of data in APV. The Customer is also obliged to ensure regular secure backups of data, generally at least once daily, and at the same time to retain regular historical backups for an appropriate period, in particular weekly and, where appropriate, monthly backups, corresponding to the significance and volume of the data processed. The Customer must ensure that backups are usable for potential data restoration. The Supplier is not liable for loss of or damage to the Customer's data or data structures where such loss or damage results from the Customer's failure to fulfil these obligations.

9.4. The Supplier is liable to the Customer for damage incurred as a result of the Supplier's breach of a contractual obligation arising from the Agreement of which these GTC form part.

9.5. The Supplier shall be released from liability in whole or in part if it is demonstrated that the damage was caused by the injured party's own conduct or by a person acting on the injured party's instructions (e.g. processing incorrect input data or continuing to work despite obvious APV deficiencies). The Supplier is not liable for damage, including loss of data, incurred by the Customer as a result of operating the supplied APV contrary to the description in the Program Documentation, a hardware fault, use of a computer that does not meet the technical operating requirements, third-party computer programs or other external influences (e.g. voltage fluctuations in the electricity supply), or force majeure.

9.6. The Supplier is not liable for loss incurred by the Customer during the period from adoption of legislative changes until APV is updated in accordance with Clause 3.1 of the GTC, nor for loss arising from use of APV without valid Maintenance, in particular due to failure to provide updates, corrected versions, legislative upgrades or loss of compatibility of APV with legislation or the Supported Environment.

9.7. The Supplier is not responsible for removing Defects or for any loss arising in connection with Defects if:

- APV is operated in an environment other than a Supported Environment;
- the Defects arose as a result of improper use of APV, interaction between APV and other Software, failures, viruses, or a breach of these GTC by the Customer;
- the Defects arose because the Customer failed to follow the Supplier's written recommendation in connection with previously notified Defects and did not implement the proposed resolution of those Defects;
- the Defects arose from operation of APV contrary to the supplied Program, user or technical documentation;
- the Defects arose from modification of or any other intervention in the supplied APV without the Supplier's consent (except modifications made using tools provided for that purpose);
- the Defects arose from intervention in data structures outside the relevant APV;
- the Defects arose from intervention in data outside the relevant APV;
- the Defects were caused by the Customer's APV components;
- the Defects arose from the Customer's failure to carry out prescribed maintenance, where such maintenance has demonstrably been prescribed to the Customer;
- the Defects arose from an Unqualified Intervention;
- the Defects concern a part of APV created by an Unqualified Intervention. The Supplier is responsible only for the distribution version and development modifications provided by the Supplier or its certified partners.

9.8. Neither party shall be liable for delay in performing its obligations caused by circumstances excluding liability (force majeure).

9.9. The parties undertake to notify each other without undue delay of any circumstances excluding liability that prevent proper performance of the Agreement. The parties undertake to use their maximum efforts to avert and overcome such circumstances.

9.10. The parties agree that the Supplier does not guarantee data security and is not liable for APV defects that demonstrably did not arise from its intervention or that arose due to the Customer's failure to provide information necessary for proper handover and commissioning of APV.

10. DELIVERY OF PERFORMANCE – ELECTRONIC FORM

10.1. The Supplier is entitled to decide to provide any performance of its obligation to the Customer in the form of Electronic Performance where its nature permits.

10.2. The Supplier delivers Electronic Performance to the Customer in the form specified in Clause 2.10.

10.3. The Customer is entitled, within ten (10) Working Days, to raise comments or report deficiencies concerning the delivered subject matter of performance. After expiry of that period, the Electronic Performance shall be deemed delivered and the Supplier shall become entitled to invoice the performance.

10.4. The Customer accepts delivery dates specified by the Supplier that are evidenced by electronic communication or, where applicable, by data recorded in the log files of the system used to establish the connection (Remote Access).

11. COMMUNICATION BETWEEN THE PARTIES

11.1. Communication between the Supplier and the Customer takes place at the level of the Authorised Persons and their representatives. Representatives of Authorised Persons act on behalf of the relevant Authorised Person in carrying out their responsibilities. This does not affect the parties' ability to communicate through their statutory bodies.

11.2. The responsibilities of the Authorised Persons include in particular:

- monitoring the progress of performance of the Agreements,
- preparing proposals for necessary amendments and supplements to the Agreement, preparing drafts of further agreements and submitting such drafts to the parties for conclusion.

11.3. The responsibilities of the Customer Manager and the Supplier Manager include in particular:

- organisationally ensuring all activities related to performance of the Agreements,
- coordinating cooperation between the parties,
- informing the parties, upon request, of the progress of performance of the Agreements.

11.4. All documents relating to performance of the relevant Agreements that constitute bilateral, multilateral or unilateral acts of the parties, such as meeting minutes, amendments to specifications, protocols, notices, termination notices, warnings, requests and other notifications, must be made in writing and signed by persons authorised to act under the relevant Agreements, applicable law or a written authorisation.

11.5. Documents referred to in Clause 11.4 shall always be delivered to the other party by one of the following methods:

- in person against acknowledgement of receipt,
- by registered letter, data box or another form of registered postal service. In such case, documents are deemed delivered on the date they are received by the addressee, on the date the consignment is returned if the addressee did not collect it or could not be reached, and also on the date on which the addressee refused to accept it,
- For the purposes of these GTC, written form also includes an electronic message sent from the e-mail address stated in the Agreement or from an e-mail address demonstrably notified to the other party, unless applicable law or the Agreement requires a qualified electronic signature or another special form. In such case, documents are deemed delivered when the sender receives confirmation of successful sending and/or delivery from the relevant technical device. To avoid possible misunderstandings, the parties undertake to inform each other of proper delivery of documents sent in this manner.

11.6. When documents are delivered electronically, the parties shall use PDF format or a readable MS Office output. Electronic documents may be delivered by e-mail, cloud storage or an agreed data medium (USB drive, CD/DVD-ROM, etc.).

11.7. Documents shall be delivered to the address stated in the heading of the relevant Agreement unless otherwise specified or agreed.

11.8. For the duration of an Agreement, the parties may replace the role of the Authorised Persons with special project management bodies (e.g. the Steering Committee). If they do so, the rights, obligations and manner in which the individual powers of the Authorised Persons are replaced by such bodies shall be governed by a separate Project Charter document, which may become an annex to the relevant Agreement.

12. PROTECTION OF CONFIDENTIAL INFORMATION

12.1. In performing obligations arising from the Agreement, the Customer and the Supplier may exchange information considered confidential. Confidential information includes, among other things, all information mutually provided that constitutes a trade secret within the meaning of Section 504 of the Civil Code. Exchange of information shall be limited to employees of the parties who are directly involved in activities relating to the subject matter of the relevant Agreement. Information provided shall be used solely for performance of the parties' obligations under the relevant Agreement and these GTC.

12.2. Neither party may disclose or otherwise make available to any third party, except key business partners, any information concerning the terms, subject matter or performance of the relevant Agreement, any other information concerning negotiations connected with that Agreement or relating to the other party, or use such information for its own purposes contrary to its intended purpose, without the prior written consent of the affected party, except for information that the parties disclose pursuant to a statutory obligation. The parties consider such information confidential and undertake to preserve its confidentiality to the greatest possible extent. The confidentiality obligation under the preceding sentence of this Article shall further not apply to information disclosed to:

- employees, advisers and other associates or subcontractors of the parties who are bound by equivalent confidentiality obligations,
- employees of competent public authorities and courts where disclosure is required by law or is otherwise lawfully requested,
- where the relevant party has already disclosed the information or the information has already become generally known without either party thereby breaching its obligations,
- banks financing the Customer and/or a key business partner,
- persons affiliated with a party within the meaning of Sections 74 to 77 of Act No. 90/2012 Coll., on Business Corporations, where such disclosure is necessary for performance of the relevant party's obligations arising from the relevant Agreement.
- by the Supplier or the Customer to its owner where it is required to report on the operation of the company.

12.3. If either party demonstrably breaches the confidentiality obligation under this Article, the other party is entitled to claim a contractual penalty of CZK 30,000 (in words: thirty thousand Czech korunas), which the breaching party shall pay no later than fifteen (15) calendar days after delivery of a written demand for payment.

12.4. Any public announcement or statement in connection with these GTC, the Agreement or performance provided under contractual relationships between the Supplier and the Customer may be made only on the basis of the parties' prior written agreement on the content and form of such public announcement or statement, except for a possible press release providing general information on the commencement, progress or completion of the APV Implementation process at the Customer, always without stating any payment information or agreed price amounts. In the event of breach of this contractual obligation, the parties agree on a contractual penalty of CZK 100,000 (in words: one hundred thousand Czech korunas), which the breaching party shall pay within fifteen (15) calendar days after delivery of the relevant demand.

12.5. Subject to the conditions of this Article and provided that the Customer's rights and legitimate interests are not prejudiced, the Customer consents to the Supplier using the Customer's business name as a reference in its printed materials and promotional activities.

12.6. In accordance with applicable law, the Supplier is entitled to make and retain copies of documents submitted by the Customer for its own purposes. The Supplier is further entitled to make and retain any authentic record (written, audio or electronic) of communications with the Customer and persons authorised to act on behalf of the Customer, including records and recordings of telephone calls. Unless applicable law provides otherwise, the Customer and persons acting on its behalf consent to the making and retention of such records and to their use as evidence where necessary. The Supplier is not obliged to provide such records to those persons unless applicable law provides otherwise.

13. FORMATION AND TERMINATION OF THE AGREEMENT

13.1. In addition to written form, an Agreement between the Supplier and the Customer may also arise by:

13.1.1 The Customer's acceptance of these GTC in connection with an electronic purchase of APV.

13.1.2 The Supplier's acceptance of a written order sent by the Customer containing the Customer's consent to these GTC.

13.1.3 The Supplier's acceptance of another form of order made by the Customer, provided that it contains the Customer's consent to these GTC (e.g. by e-mail).

13.1.4 The Customer's acceptance of the Supplier's offer by payment of the price or an agreed part thereof, provided that the offer or related business documentation clearly states the subject matter of performance, the price and the fact that the contractual relationship is governed by these GTC. In such a case, the Agreement is concluded when the relevant payment is credited to the Supplier's account.

13.2. An Agreement is concluded only once agreement has been reached on all its particulars. The Customer's acceptance of an offer made by the Supplier may not contain any additions, reservations, limitations, deviations or other changes, nor may it refer to any terms and conditions other than these GTC. If an Agreement is concluded in a form other than written form, it shall be deemed concluded only with the content on which the parties agreed or which the Supplier confirmed to the Customer in writing. Unless the relevant Agreement provides otherwise, both the Customer and the Supplier assume the risk of a change in circumstances in connection with the rights and obligations of the parties arising under and in connection with the Agreement. The Supplier and the Customer exclude application of Sections 1765(1) and 1766 of the Civil Code to their contractual relationship established by the relevant Agreement.

13.3. The Supplier's confirmation that it agrees with the Customer's stated proposal for an agreement may consist of provision of performance in the form of a service or APV delivery.

13.4. In addition to these GTC, the sale of APV or provision of services by the Supplier may be governed by separate conditions of provision specified as a supplement to these GTC and applicable only together with them. The Supplier shall inform the Customer of this fact when selling or supplying APV or a service.

13.5. An Agreement between the Customer and the Supplier may terminate:

13.5.1 By withdrawal by either party from the Agreement if the other party materially breaches the Agreement or these GTC, is declared insolvent, or enters liquidation. Withdrawal must be made in writing. Withdrawal does not extinguish the other party's obligation to pay invoices already issued and delivered if the invoiced performance had been provided by the date of withdrawal. Outstanding debts of the Customer to the Supplier become due on the first Working Day following delivery of the notice of withdrawal to the Customer, unless the Supplier specifies a later date. The Supplier shall not refund payments for performance already provided under the relevant Agreement after withdrawal.

13.5.2 By notice of termination by either party without stating a reason, subject to the notice period specified in the Agreement or these GTC. Unless the Agreement or these GTC provide otherwise, the notice period is two (2) months and begins on the first day of the calendar month following delivery of the notice to the other party.

In the case of a Maintenance Agreement, notice of termination must be delivered to the other party no later than three (3) months before the agreed Maintenance invoicing date for the following period. In such a case, the Maintenance Agreement terminates on the last day of the current Maintenance period. The agreed Maintenance invoicing date means the date, or method of determining the date, stated in the Agreement, the Licence Entitlements Overview or other related business documentation.

13.5.3 By agreement of the parties. Notification of acceptance of the other party's proposal shall also constitute conclusion of such agreement.

13.6. Payments already made for Maintenance, APV Sublicences or APV ECOdate Licences shall not be refunded upon termination of the Agreement, irrespective of the period for which they were paid.

14. AMENDMENT OF THE AGREEMENT OR THE GTC

14.1. The Agreement may be amended in the same forms by which it may be concluded, unless these GTC provide otherwise.

14.2. The Agreement shall also be deemed amended if one party confirms its consent to a proposed amendment by the other party. Consent to a proposal shall also include the Supplier providing performance (e.g. a service or an extension of rights to APV) on the basis of the Customer's proposal.

14.3. In the event of a change of Customer (e.g. transfer of APV rights to a third party), the original Customer shall, in addition to the proposed change, deliver to the Supplier:

- the new Customer's consent to the change,
- the new Customer's consent to adhere to these GTC and their supplements.

14.4. The Supplier is entitled to propose amendments to the GTC, in particular in response to changes in legislation, in the interest of improving the quality of services provided to Customers and with regard to the Supplier's business objectives. The Supplier shall provide the Customer with information on a proposed amendment to the GTC at least two (2) months before the proposed effective date of the amendment, including information on that proposed effective date. If the Customer does not reject the proposed amendment to the GTC in writing in relation to the services provided no later than fifteen (15) calendar days before the proposed effective date, the Customer shall be deemed to have accepted the proposed amendment and the amended GTC shall become part of the relevant Agreement on the notified effective date. Amendments to the GTC apply to both new and previously provided services unless the Supplier provides otherwise in the GTC. A Customer that rejects the proposed amendment to the GTC is entitled to terminate the relevant Agreement for that reason. During the notice period, the contractual relationship shall be governed by the previous version of the GTC. The notice period is governed by Clause 13.5.2 of these GTC unless the relevant Agreement provides otherwise.

14.5. Upon extension of the Licence structure on the basis of the Customer's order, the Supplier shall provide the Customer with an updated Licence Entitlements Overview containing the extension made and the complete Licence structure valid on the date of the extension. The Licence Entitlements Overview is for record-keeping and information purposes, does not require further approval by the Customer and its issuance is not a condition for the effectiveness of the ordered extension. The updated Licence Entitlements Overview replaces the previous Licence Entitlements Overview. In justified cases or on the basis of an agreement between the parties, an extension of the Licence structure may be governed by a written amendment to the Agreement.

15. DATA PROCESSING

15.1. Processing of personal data:

15.1.1 The parties undertake that, if in connection with performance of the Agreement their authorised staff come into contact, in carrying out their duties, with personal data and sensitive data (or special categories of personal data) within the meaning of the Czech Personal Data Processing Act and the GDPR, they shall, in addition to complying with the confidentiality obligation under Article 12 (Protection of Confidential Information) of these GTC, handle such personal data in accordance with all requirements of Czech law concerning their protection, in particular the requirements of the Czech Personal Data Processing Act and the GDPR.

15.1.2 If, when providing performance, the Supplier processes personal data on behalf of the Customer and thus acts as a processor within the meaning of the GDPR, the parties shall govern the conditions of such processing in a Data Processing Agreement or another contractual arrangement meeting the requirements of Article 28 of the GDPR. Such arrangement shall govern in particular the subject matter and duration of processing, its nature and purpose, the type of personal data, categories of data subjects and the rights and obligations of the Customer as controller.

15.1.3 The Customer acknowledges that performance under the Agreement or part thereof may be provided by the Supplier through a subcontractor. In such a case, if the activities amount to processing of personal data within the meaning of the Czech Personal Data Processing Act and/or the GDPR, the Supplier shall ensure that the subcontractor fulfils towards the Customer all obligations arising from legislation governing the handling of personal data, in particular the Czech Personal Data Processing Act and the GDPR. The Supplier is responsible for the subcontractor's performance of its obligations as if the Supplier provided the performance itself.

15.2. Processing of data other than personal data – this Clause applies only where the Customer is a legal entity:

15.2.1 The Customer consents to the Supplier using the Customer's business name in printed materials and at the Supplier's promotional events.

15.2.2 The Customer consents to the Supplier collecting data obtained from the Customer's servers and workstations for the purpose of identifying the Customer's software relating to APV. Such data may be shared only with the Manufacturer in relation to APV Helios and shall not be provided to other third parties.

15.2.3 The Supplier is entitled to send commercial communications to the Customer subject to the conditions laid down by applicable law, in particular Act No. 480/2004 Coll., on Certain Information Society Services. Where the addressee's prior consent is required for sending a commercial communication, it shall be sent only on the basis of such consent. Every addressee of a commercial communication may easily and free of charge refuse further communications.

15.3. Information on personal data processing in which the Supplier acts as controller is published on the Supplier's website in the document "Privacy Policy". This policy fulfils the information function required by personal data protection legislation and does not form part of the Agreement or these GTC. Where the Supplier acts as processor in relation to the Customer's personal data, such processing is governed by the relevant Data Processing Agreement or another contractual arrangement meeting the requirements of Article 28 of the GDPR.

15.4. More detailed general information on the information security principles used by the Supplier is published on the Supplier's website under "Information Security". That page is for information purposes only and does not extend the Supplier's contractual warranties beyond the Agreement and these GTC.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. These GTC and all relevant Agreements shall be governed by the laws of the Czech Republic, excluding conflict-of-law rules that would refer to the application of foreign law.

16.2. In the event of any dispute between the parties arising in connection with these GTC and/or the relevant Agreement, the parties undertake to use their best efforts reasonably required of them to reach an amicable settlement by agreement. If no amicable settlement is reached, all disputes between the parties shall be decided by the courts of the Czech Republic.

16.3. For disputes to be decided by the courts of the Czech Republic, the parties agree pursuant to Section 89a of the Czech Code of Civil Procedure that the court with subject-matter jurisdiction at the Supplier's registered office shall have local jurisdiction as the court of first instance.

16.4. These GTC and the relevant Agreement are executed in the Czech language. They may also be provided in translation into another language; however, such translation is for information purposes only. In the event of any conflict, ambiguity or difference in interpretation between the Czech version and its translation, the Czech version shall prevail and be binding. Interpretation of the GTC and the Agreement shall be governed by the laws of the Czech Republic.

17. MISCELLANEOUS AND FINAL PROVISIONS

17.1. By accepting these GTC, the Customer consents to electronic invoicing by the Supplier pursuant to Section 26(4) of Act No. 235/2004 Coll., on VAT.

17.2. The parties are entitled to perform their obligations through third parties without the written consent of the other party, but remain liable as if they performed the obligations themselves.

17.3. The mutual relations of the parties shall be governed by the version of the GTC in force at the time the relevant Agreement was concluded, or by a later version that became part of the Agreement pursuant to Article 14 of these GTC. The GTC are available in the publicly accessible part of the Supplier's website (ecodate.eu).

17.4. If the Supplier provides APV ECOdate to the Customer, the Customer shall also be subject to the terms set out in the relevant annex to these GTC:

- Licensing Terms for APV ECOdate (see Annex 1)

17.5. The following annexes form an integral part of these GTC:

- Annex 1 – Licensing Terms for APV ECOdate
- Annex 2 – Rules for Testing the Standard APV Version and Custom Development

17.6. In the event of any conflict between the relevant Agreement and the GTC, the provisions of the relevant Agreement shall always prevail.

These GTC become valid and effective on 1 January 2027.

18. Annex 1 – Licensing Terms for APV ECOdate

1. Introductory Provisions

1.1. This Annex governs the terms for granting the Customer the right to use APV ECOdate and forms an integral part of the GTC.

1.2. For the purposes of this Annex, Licence means the right to use APV ECOdate granted by the Supplier to the Customer, either directly or through a third party, partner network, electronic marketplace, sales portal or another commercial or distribution channel approved by the Supplier. It is not a Sublicence to the Manufacturer's APV under Clause 2.16 of the GTC.

1.3. Unless this Annex provides otherwise, terms defined in the GTC shall have the meanings assigned to them in the GTC.

1.4. In the event of any conflict between this Annex and the general provisions of the GTC, this Annex shall prevail in relation to APV ECOdate. In the event of any conflict between this Annex and the Agreement, the relevant Agreement shall prevail.

2. Definition of APV ECOdate

2.1. APV ECOdate is software created by the Supplier in respect of which the Supplier exercises economic copyright or is authorised to grant rights of use.

2.2. APV ECOdate may include in particular:

a) standalone software applications,

b) modules, add-ons and plugins,

c) software libraries, services and integration interfaces,

d) scripts, automation tools and communication interfaces,

e) software functionalities created by the Supplier that the Supplier may further record, maintain and license as its own product,

f) documentation and other related files where they form part of the delivered solution.

2.3. If Custom Development is created by the Supplier and meets the definition of APV ECOdate, these licensing terms shall apply to it unless the relevant Agreement, offer or order expressly provides otherwise.

2.4. The specific designation, functional scope, number of users, installations, databases, legal entities or other restrictions applicable to APV ECOdate are determined by the relevant Agreement, offer, order, handover document or other related business documentation.

2.5. Custom Development that does not meet the definition of APV ECOdate or whose licensing regime is governed differently by the Agreement shall be governed by the relevant Agreement and the GTC.

3. Grant of Licence

3.1. The Supplier grants the Customer a non-exclusive Licence to use APV ECOdate to the extent set out in the Agreement, offer, order, these GTC and this Annex.

3.2. Unless the Agreement provides otherwise, the Licence is granted for an unlimited term and without territorial restriction.

3.3. The Licence is non-transferable. The Customer is not entitled to transfer the Licence to a third party or permit it to pass in connection with the transfer of a business or part thereof, corporate transformation, merger, demerger or another similar legal event without the Supplier's prior written consent.

3.4. If APV ECOdate is intended to operate together with APV Helios, the Licence to APV ECOdate is tied to the specific APV Helios licence number stated in the Agreement, offer, order, Licence Entitlements Overview or other related business documentation. Such APV ECOdate may not be used in connection with a different APV Helios licence number without the Supplier's prior written consent.

3.5. A technical or administrative change to the APV Helios licence number made by the Manufacturer or the Supplier shall not be deemed a change of licence number under the preceding Clause if it does not also involve a change of Customer or a change or extension of the scope of the right to use APV Helios.

3.6. A change of Customer, transfer of the right to use APV Helios or a change of the APV Helios licence number that does not fall within Clause 3.5 of this Annex does not result in an automatic transfer of the Licence to APV ECOdate. Continued use of APV ECOdate in such a case is possible only with the Supplier's prior written consent and subject to conditions specified by the Supplier.

3.7. The Licence entitles the Customer to use APV ECOdate only for its own internal needs and in connection with its business or professional activities, unless the Agreement expressly provides otherwise.

3.8. The Customer may permit its employees and other persons performing activities for it to use APV ECOdate only within the scope of the agreed Licence and exclusively for the Customer's needs. The Customer is responsible for the conduct of such persons when using APV ECOdate as if it used APV ECOdate itself.

3.9. Granting the Licence does not transfer to the Customer any ownership rights or economic copyright in APV ECOdate, its source code, Documentation or related technical solutions. The Customer is not entitled to grant a third party a sublicence or any other right to use APV ECOdate unless the Agreement or the Supplier's prior written consent provides otherwise.

4. Scope of Use

4.1. The Customer is entitled to install, run and use APV ECOdate only to the extent agreed in the Agreement or other related business documentation.

4.2. If APV ECOdate is intended to operate together with APV Helios, the Customer may use it only in connection with duly licensed APV Helios and within the relevant Production, Test or other permitted environment.

4.3. The scope of the Licence may be determined in particular by:

a) number of users,

b) number of devices or servers,
c) number of databases or operating environments,
d) number of legal entities whose data is processed,
e) a specific module or functionality,
f) another technical or commercial parameter stated in the Agreement, offer or order.

4.4. If the specific scope of the Licence is not expressly agreed, the Customer may use APV ECOdate only to the extent necessary for the purpose for which it was supplied and only in one Production Environment of the Customer.

4.5. If APV ECOdate is provided as a remotely accessible service or a SaaS-type service, the Customer acquires only the right to access and use the relevant service for the period and to the extent set out in the Agreement. The provisions on an unlimited-term Licence do not apply in such a case.

5. Licence Keys and Technical Protection

5.1. APV ECOdate may be protected by a licence key, activation mechanism or another technical means intended to verify entitlement and the scope of use.

5.2. The Customer is not entitled to:
a) copy the licence key or provide it to third parties, b) use the licence key outside the agreed scope of the Licence, c) circumvent, remove or interfere with technical protection measures, d) permit unauthorised use of APV ECOdate or the licence key by a third party.

5.3. The Supplier is entitled to implement reasonable technical means enabling verification of compliance with the agreed scope of the Licence.

5.4. The Customer shall notify the Supplier without undue delay of the loss, misuse or suspected unauthorised use of a licence key or other activation information.

6. Restrictions on the Customer's Rights

6.1. Without the Supplier's prior written consent, the Customer is not entitled in particular to:
a) sell, rent, lend, provide as a service or otherwise make APV ECOdate available to a third party,
b) transfer the Licence or grant a sublicence,
c) reproduce APV ECOdate beyond the extent necessary for its authorised use and backup,
d) change, modify or combine APV ECOdate with other software, except for user settings and functions expressly intended for that purpose,
e) reverse engineer, decompile, disassemble or otherwise determine the source code, except where such right cannot be contractually excluded under applicable law,
f) remove or alter author, Supplier, copyright, trademark or other identification notices,
g) circumvent technical restrictions on the scope of the Licence,
h) use APV ECOdate in a manner that would enable data processing or provision of services for third parties unless such use is expressly agreed.

6.2. The restrictions set out in this Article also apply to Documentation, database objects, configuration files and other components of APV ECOdate.

7. Copyright and Source Code

7.1. APV ECOdate is protected as a copyrighted work under the Copyright Act. The Supplier exercises the economic copyright in APV ECOdate or is authorised to grant rights to use it.

7.2. All economic copyright in APV ECOdate, including rights in source code, architecture, database structures, documentation and related technical solutions, remains with the Supplier or the relevant rights holder.

7.3. The Customer has no right to disclosure or delivery of the source code of APV ECOdate unless such right is expressly agreed in a separate written Agreement.

7.4. Payment of the price for creation of Custom Development or other APV ECOdate does not transfer economic copyright or create an exclusive Licence unless expressly provided otherwise in the Agreement.

7.5. Subject to respecting the Customer's Confidential Information, the Supplier is entitled to use general procedures, experience, knowledge, algorithms, programming principles and technical solutions acquired in developing APV ECOdate also when providing performance to other persons.

8. Updates, Corrections and Maintenance

8.1. Granting the Licence does not by itself entitle the Customer to new versions, updates, corrections, legislative changes, technical support or other services.

8.2. Updates, corrected versions, updates, upgrades and technical support for APV ECOdate are provided within the scope of valid Maintenance or another relevant Agreement.

8.3. If Maintenance has not been agreed or if its provision is terminated or suspended, the Customer is entitled to continue using the last properly supplied version of APV ECOdate within the scope of the continuing Licence unless the Agreement provides otherwise. The Supplier is not, however, obliged to provide further updates, corrected versions, upgrades or support.

8.4. The Customer acknowledges that without updates and corrected versions, APV ECOdate may cease to be compatible with new versions of APV Helios, operating systems, database servers or other technologies.

8.5. The Supplier is not obliged to modify APV ECOdate according to the Customer's individual requirements. Such modifications, extensions of functionality and further development are subject to a separate order or Agreement.

9. Termination or Restriction of the Licence

9.1. An unlimited-term Licence does not terminate upon termination of Maintenance unless the Agreement provides otherwise.

9.2. The Licence may terminate:

a) by agreement of the parties,

b) by withdrawal from the relevant Agreement due to a material breach of the licensing terms by the Customer,

c) upon expiry of the agreed term where the Licence was granted for a fixed term,

d) by another method agreed in the Agreement or provided by law.

9.3. A material breach of the licensing terms includes in particular**:**

a) unauthorised transfer of APV ECOdate or a licence key to a third party,

b) exceeding the agreed scope of the Licence,

c) unauthorised reproduction, transfer or sublicensing,

d) intervention in source code or circumvention of technical protection measures,

e) continuing unauthorised use of APV ECOdate even after the Supplier has issued a written demand for remedy.

9.4. Following termination of the Licence, the Customer shall without undue delay cease using APV ECOdate and remove all copies thereof, unless the Agreement or a written agreement between the parties provides otherwise.

9.5. Termination of the Licence does not affect the Customer's obligation to pay due liabilities or the Supplier's claims arising from breach of the licensing terms.

10. Final Provisions

10.1. The Licence price, payment terms, liability for Defects, complaint procedure, protection of confidential information, personal data processing and dispute resolution are governed by the relevant Agreement and the GTC.

10.2. A specific Agreement, offer or order may provide for a different scope, duration or method of use of APV ECOdate. Such special provisions shall prevail over this Annex.

10.3. The Czech version of this Annex is the governing and binding language version. Any translation into another language is for information purposes only.

19. Annex 2 – Rules for Testing the Standard APV Version and Custom Development

Where a new version of APV Helios is released or Custom Development is installed, the Customer shall test the functionality of the new version or Custom Development, always first in the Test Environment (TEOR). By deploying a new APV Helios version or Custom Development to the Production Environment (HEOR), the Customer confirms that it first properly tested the new version in the Test Environment and that the result was satisfactory. The Supplier is not liable for Defects or loss to the extent they arose in causal connection with the Customer's breach of its obligation to carry out proper testing.

The Customer shall ensure the professional competence of staff carrying out testing. Installation of the Test Environment and data backup require knowledge at the level of an IT systems administrator. Functionality testing requires knowledge of key procedures in the relevant area and of the risks to be verified by testing. If these activities are performed by unqualified personnel, there is a risk of irreversible loss of or damage to data.

The procedure below does not replace professional training or a detailed user manual. It is only a basic procedural framework that must be followed.

When testing the functionality of Custom Development (in a new version of APV Helios or APV ECOdate), the Customer shall follow the scenario below:

1. Test Environment (TEOR) – install the Test Environment if it has not yet been installed.

This means installing APV Helios on a computer on which the production version (HEOR) is not run/used. (The reason is registration of plugins in the Windows registry on the computer from which the program is run.) A different system database must also be defined in the helios.ini file for the Test and Production Environments.

2. APV Helios (TEOR) – within the Test Environment, download and install the new APV Helios version, including new versions of the plugins used. Automatic backup of the existing program files is enabled by default during the update; this option must remain enabled.

3. APV Helios (HEOR) – back up all databases in the installation (all databases in use) and subsequently restore them in the Test Environment (TEOR).

4. APV Helios or APV ECOdate (TEOR) – test the full functionality of the Custom Development in the Test Environment (in accordance with the procedures stated in the description of the Custom Development).

    a) Testing successful – the Custom Development or new APV Helios version may be deployed to the Production Environment (HEOR).

    b) Testing unsuccessful – the Custom Development does not work or causes other Defects – contact APV Helios support with a description of the nature of the error.

If deployment to the Production Environment has taken place without successful testing in the Test Environment and the Custom Development does not work in the Production Environment or causes other Defects, this constitutes an unsupported procedure and the situation must be resolved individually – contact APV Helios support and agree on a specific procedure.