Standard Terms of AIMTEC a. s.

Terms and Conditions for the operation and provision of infrastructure, availability and support of the system on the aimtec.cloud platform (Single Tenant)

1   Opening Provisions / Structure of the Contract

1.1   This document - Terms and Conditions for the operation and provision of the aimtec.cloud Service (the Terms), is part of the Standard Terms and Conditions of Aimtec (the Supplier). This Service is operated, and its agreed availability and functionality is available under the assumption of normal operation and adherence to normal rules of use and are dependent on the environment settings at the Customer. This document defines the general terms and conditions of operation of the Service as defined in par. 2.1 below, developed and operated by the Supplier and provided to the Customers.

1.2   The conclusion of a contractual relationship presupposes the conclusion of an agreement, and these Terms are an inseparable part of it. In the event of a conflict between the Terms and the agreement, the agreement shall prevail. In the event that other documents forming an annex to the agreement are included, their precedence is defined by the agreement. Terms defined in one of the documents shall have the same meaning in the other documents, unless otherwise expressly agreed.

1.3   For the purposes of the Contract, the Members of the Group of the Contracting Party shall mean any company which, together with the contracting party, forms a group (i.e. the Contracting Party and the Group Member of the Contracting Party are subject to a single management, while such controlled persons are influenced by the coordination and conceptual management of at least one of the significant components or activities within the group's business for the purpose of long-term promotion of group interests within the framework of a unified group policy), and any other entity or person that is directly or indirectly controlled, controls or is under the control of a company that is owned by the relevant contracting party.

1.4   The Supplier is obliged to provide the Services on the basis of the information provided by the Customer, without the obligation of verification thereof. The Customer confirms that it is entitled to share any information or data with the Supplier. Customer shall promptly notify the Supplier of any matters on the Customer's side that may affect the Services.

1.5   The agreement, its annexes, other documents expressly designated as part of the agreement, and the Terms are hereinafter referred to collectively as the Contract. The Contract constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements or offers (unless expressly stated otherwise in the Offer) and other provisions not incorporated therein, i.e. any documents not expressly referred to in the Contract, are superseded in their entirety by the conclusion of this Contract. There are no secondary written or oral agreements to the Contract. With the exception of references to the Standard Terms and Conditions of AIMTEC a. s. and to the budget for the given project indicated by the number of the relevant Contract, which become part of the Contract by reference to them, any other specific annexes to the Contract must be signed by both contracting parties and duly attached to the Contract, otherwise they will not be taken into account. Any amendments to the Contract must be made in a form of written amendments signed by both parties and numbered in ascending order; if the written form is not adhered to, such amendment will be considered an ostensible act and will not be taken into account.

2   Subject-matter of performance / Service

2.1   The subject of the performance is the provision of infrastructure in aimtec.cloud.

2.1.1   Provision of infrastructure in aimtec.cloud means the use of resources, software and virtual servers managed by the Supplier.

2.1.2   The infrastructure corresponds to the size and agreed performance for the operation of a defined and supported application in a Single Tenant mode.

2.1.3   The License, Maintenance and other arrangements are set out in the sub-conditions annexed to the Contract (hereinafter referred to as the "Sub-Conditions"), which shall take precedence over the Terms in the event of a conflict, but not over the Contract.

2.2   Ensuring availability

2.2.1   Subject to the exceptions referred to in paragraph 1. 4.3 and 4.5 below, the provision of the Service is with 99.5% availability, with the Service running 24/7 around the clock. The Service is also considered available if it is possible to log in to the aimtec.cloud portal. The availability of individual Services is treated separately.

2.2.2   Continuous monitoring of the Service.

2.2.3   Provision of the Support for SW products is provided by the Supplier on the aimtec.cloud infrastructure.

2.3   The Access Data shall be defined and supplied by the Supplier or the Customer, and the Customer shall be responsible for the correct use of the login data, whether it is an employee of the Customer or its supplier, ensuring compliance with the relevant rules of access and use of the Services under the Contract.

2.4   All intellectual property rights contained in or related to the model of the Services provided under the Contract belong exclusively to the Supplier and the Contract does not grant Customer or any third party any rights to use, access or exercise the intellectual property rights beyond the scope of the Contract. Supplier hereby expressly states that the Contract is not intended to transfer the copyright in the Software or to grant a license to the Software, the ownership and authorship of which remains unaffected.

2.5   The Customer is obliged to purchase the minimum scope of individual Services agreed in the Contract for the entire duration of the Contract, whereas such scope is specified in the part of the Budget, marked "X".

3   Budget and its definition

3.1   The monthly fees for the provision of the Service consist of the following items:

3.1.1   Provision of infrastructure
    (1)   The Price depends on the scope of functionality of the operated SW
    (2)   The Price changes continuously and can be fixed for a defined period

3.1.2   Availability

3.1.3   Support

3.1.4   Other Services according to the current Price List

3.2   Payments for Professional Services

3.2.1   Individual items are defined in the Price List of the Professional Service

3.2.2   Implementation Services for setting up the operated software are solved by a project contract

4   Availability of Services, Penalties

4.1   The Service is operated in the datacenter of an external company specified in the Contract, or upon agreement with the Customer in another datacenter, if it is more suitable with regard to geographical conditions and if such a setting is not prevented by objective reasons on the part of the Supplier, in particular international sanctions, failure to reach an agreement between the datacenter operator and the Supplier.By signing the Contract, the Customer accepts the contractual terms and conditions of the data center operator, including the setting of the datacenter liability. The unavailability of the datacenter is an event beyond the control of the Supplier and is considered force majeure, as provided for in Art. 18 below.

4.2   The Customer assumes the risk of a change in circumstances.

4.3   The Service is available on as-is basis. Supplier will use reasonable efforts to administer the Service but cannot guarantee that the Service will be available uninterrupted or error-free.

4.4   To the extent and under the conditions agreed herein, the Service is available on a basis of 99.5 % 24 hours a day/7 days a week.

4.5   If the Customer receives the Services or any part thereof free of charge, the Supplier will not provide any support for such Service or any part thereof and will not be obliged to perform any particular level of such Service or part thereof. The Supplier may terminate the free of charge access to such Service or any part thereof at any time. This paragraph 4.5 supersedes any conflicting terms in these Terms.

4.6   If it is proven that the Customer suffers damage caused solely by the Supplier's fault, the Customer is entitled to the compensation of the direct proven damage incurred in this way. The parties have mutually agreed that the maximum total foreseeable amount of damage that could occur will be the maximum amount equal to ten times the average monthly Price for the Services. Up to the maximum foreseeable damage referred to above, the actual direct damage will be compensated in the proven amount. The above limitation of damages shall not apply in the event of gross negligence and/or willful misconduct on the part of the Supplier.

4.7   Unless the data back-ups are part of the Service provided by the Supplier and the Customer does not have the ability to do the data back-ups itself, the Supplier shall not be liable for the loss of data provided to it for the purposes of this Contract or for any damage or liability incurred by the Customer as a result of such loss. To the extent permitted by law, the Supplier shall not be liable for any loss of contracts, data, goodwill, revenues or profits (whether or not deemed to be direct claims) or for any consequential, special, indirect, incidental loss, damage or expense arising out of or relating to the Contract.

4.8   The Supplier shall not be liable for any damage or loss caused by errors or omissions on the Customer's side, as well as for the breach of the Contract by the Customer, its users or third parties who access and/or use the software or Services provided under the Contract in any way from their network, servers, infrastructures, or devices.

4.9   Method of calculation of the Service availability:

$$\text{Availability per calendar month} = \frac{time\ when\ the\ system\ is\ available}{total\ time\ fund\ (24/7)}$$

4.10   The contractual penalty for the unavailability of the system is calculated as a discount on the total monthly fee according to the following rules:

% discount on the monthly fee in case of non-compliance with availability	
>99.50%	0 %
<99.5% ≥ 98%	5 %
<98 %	15 %

4.10.1 The contractual penalty shall be offset against the obligation to pay for damage in accordance with the Contract, i.e. the damage will be paid in an amount exceeding the contractual penalty, but always up to the amount agreed in the Contract. The contractual penalty is applied only if the Customer actively claims it.

4.11 The unavailability of the system is counted from the moment of reporting it by the Customer to the ServiceDesk as an Incident or from the publication of the unavailability on the https://aimtec.cloud.

4.12 The total time fund does not include the time of any planned outage, which is announced at least one week in advance. Downtime is reported via the Status page Service, in exceptional cases by email.

4.13 Taking into account par. 4.1 above, which is not affected by this provision, availability is contracted only for SW products implemented and operated by the Supplier.

4.13.1 Availability is ensured for the Accepted Parts of the software Products by the Customer. The Accepted Parts of the software Products are exclusively:
   (1) Functionalities that have been defined and verified under the same conditions under which they were tested,
   (2) Functionalities after the acceptance of the Project Completion phase,
   (3) Functionalities accepted on the basis of a completed SED Request.

4.13.2 any time needed for resolving the following situations in not included in the calculation of the Service's availability:
   (1) Incident on the Customer's side,
   (2) An Incident caused by the use by more users than defined in the scope of the license granted,
   (3) An Incident caused by a transaction that has been modified or newly created transactions by the Customer,
   (4) An Incident caused by a change in the system configuration by the Customer.

4.13.3 Availability for end devices (printers, readers, terminals, etc.) is defined as the availability of APIs for communication, i.e. it is not included in the ensured availability as specified above in par. 4.13

4.13.4 Availability is only ensured for the production environment of the system.

4.14 The Supplier may use subcontractors to perform the Service or any part thereof without the consent of the Customer, and unless explicitly stated otherwise, the Supplier shall be liable for the acts and omissions of such subcontractors. The subcontractor does not become a party to the Contract. For the avoidance of doubt, the datacenter operator is not considered a subcontractor.

4.15 This Contract is a contract for the provision of Services. The Supplier warrants that the Services will be provided by the Supplier in good faith and with professional care and skill. To the fullest extent permitted by law, the Supplier disclaims all other warranties not expressly stated in the Contract (and the Customer agrees to this by signing the Contract) or guarantees of the suitability of the Services for a specific purpose.

5 Support processes (for the SW product running on the aimtec.cloud infrastructure)

5.1 Incident

5.1.1 An Incident is an unplanned outage/interruption of a Service that was functional prior to the outage according to the terms and conditions agreed to by the parties specified in the Contract.

5.1.2 The Request for the resolution of the Incident is recorded by the Customer in the SED application.

5.1.3 In the event that the Incident is caused by an error solely on the part of the Supplier or its subcontractor(s), its removal will be provided free of charge, provided that the Customer has paid for the Maintenance Service. No warranty for defects other than that provided in this Contract is given. Any defect claims related to the Services may be raised within 30 days of the provision of the Service at the latest.

5.1.4 The deployment of a workaround is also considered to be the resolution of the Incident.

5.2 Service Request

5.2.1 Service Request is a Request for the provision of a Service by the Customer.

5.2.2 The Service Request does not affect the existing system and process settings, nor is it reflected in the documentation. A typical example of a Service Request is a request for user training, the creation of a master record. A Service Request may also be an Incident that was not caused by an error solely on the part of the Supplier or its subcontractor (e.g. an error in data).

5.2.3 The Service Request is recorded by the Customer in the SED (Service desk) application.

5.3 Change Request

5.3.1 A Change Request is a request/suggestion of a Customer to make a change in the system settings.

5.3.2 An approved Change Request is a binding order.

5.3.3 The Change Request affects the existing settings or processes, and its implementation will be reflected in the documentation. A typical example of a Change Request is the setting up of a new transaction, a new process.

5.3.4 The Change Request is recorded by the Customer in the SED application.

5.4 Problem

5.4.1 Identification of the Problem is carried out by the Supplier on the basis of the Incidents repeated without known cause, or from the outputs of Preventive Prophylactic Maintenance or Automatic Monitoring. A typical example of a Problem is a recurring Incident.

5.4.2 The output may be (after approval by the Customer) a Service Request or a Change Request.

5.5 Reserved Services

5.5.1 Reserved Services are a prepaid monthly range of Services that the Supplier undertook to deliver to the Customer on the basis of the Contract.

5.5.2 Guarantee of delivery means the provision of Service within 30 calendar days after the Acceptance of the proposed solution, provided that the Customer fully cooperates.

5.5.3 If the monthly use of the Services is higher than the prepaid range, the value exceeding this range is invoiced on the basis of the agreed timesheet.

5.5.4 Unused Reserved Services may be carried over to additional months within one calendar year.

5.5.5 Unused Reserved Services are not carried over to the next calendar year, i.e. they are forfeited without the right to a refund of any prepaid amount.

5.5.6 The transferred Reserved Services within the following months do not create the duty to provide them. If the Supplier decides to provide these Reserved Services, the Customer does not lose the right to use them, the specific method of use is agreed between the Head of Support of the Supplier and of the Customer.

5.6 Standby

5.6.1 Standby Service is available within a predefined period of time, in the form of a response within 30 minutes of reporting the Request. Standby Services must be booked at least five working days in advance.

5.6.2 To start work in the Standby mode, it is necessary to contact by phone a specific person on the Supplier's side specified when ordering the Standby Service.

5.7 Dedicated Support Team

5.7.1 The Supplier appoints specific persons to the Dedicated Support Team (minimum 1 consultant and minimum 1 programmer).

5.7.2 The Supplier assigns Requests to the Dedicated Support Team for resolution.

5.7.3 The Supplier assigns Requests to other personnel only in justified cases.

5.8 Direct access to a consultant

5.8.1 Upon Request, the Supplier shall provide the Customer with the possibility of direct access to a consultant via email/telephone without a guarantee of a response from the relevant consultant in such case.

5.9 Internal approval process

5.9.1 SED application enables internal approval for the Request by the Customer's Responsible Person before handing it over to the Supplier for assignment.

5.9.2 The Customer defines the rights of individual Responsible Persons.

5.10 Consultation by e-mail/phone

5.11 Solving operational requirements with a specific consultant without a guarantee of response, without documenting the subject of the consultation, while in such a case the Supplier is not liable for such consultations. The time required for consultations is reported by the Supplier as part of the summary Service Request.

5.12 ServiceDesk (SED) Service

5.12.1 The ServiceDesk application (SED) aims to provide a single, unified point for making operation support Requests.

5.12.2 All support Services as defined in these Terms and the Contract must be entered/ordered through SED.

5.12.3 The SED Service is available at https://sd.aimtecglobal.com.

5.13 The above specified requests are further referred to as "Requests" and individually as "Request".

6 Response Time

6.1 Receipt of the Request through SED application or via phone: +420 377 240 400 takes place immediately. Receipt of the Request is confirmed to the Customer in the form of electronic communication. The Response Time is the time from the creation of the Request (phase 010, or approval of the Request in phase 020 using the Internal Approval Process function) to the confirmation of categorization (phase 040) by the Qualified Person on the Supplier's side.

6.2 The Supplier provides Services under the Contract in the scope specified below.

6.3 Support – Response time LOW

6.3.1 In this Response Time, Requests that do not fundamentally affect the Customer's processes are addressed.

6.4 Support – Response Time MEDIUM

6.4.1 In this Response Time, Requests that fundamentally affect the Customer's critical processes are addressed.

6.4.2 Requests during this Response Time must also be reported by phone to +420 377 240 400.

6.5 Support – Response Time HIGH

6.5.1 In this Response Time, Requests that block the Customer's critical processes are addressed.

6.5.2 Requests during this Response Time must also be reported by phone to +420 377 240 400.

6.5.3 The Supplier shall make such efforts to resolve the Incident within the HIGH Response Time so that the Incident can be resolved in the shortest possible time.

6.6 Support – Standby

6.6.1 Standby response within 30 minutes of reporting the Request, ordering the Service five working days in advance.

6.6.2 In the event that a Request is reported during a Standby, this Request will be charged without surcharges for response and availability.

6.7 The ServiceDesk Service

6.7.1 Except as otherwise agreed in the Contract, the availability of the Service for submitting Requests through the web interface is in the 24/7 mode.

6.8   Incident Resolution

6.8.1   The Incident Resolution Time is the time from the commencement of the Incident Resolution (phase 100) to the handover to the Customer for Closing (phase 130).

6.8.2   Customer's critical processes are business processes in the information system in productive operation, which are essential for the Customer and without which the Customer is not able to carry out its business activities.

6.8.3   The "Incident Resolution" Service can only be applied to Critical Processes.

6.8.4   Critical Processes are defined by the Customer and their list is submitted to the Supplier for recording in the Project Documentation. The Customer shall continuously review the list of Critical Processes and provide it to the Supplier without undue delay.

6.8.5   The Customer shall compile a Continuity Plan for each Critical Process as a list of steps and measures to be taken in the event of an Incident with High priority. The Continuity Plan is handed over to the Supplier together with the list of Critical Processes. The Customer shall continuously revise the Continuity Plan and provide it to the Supplier without undue delay. Critical Processes not included in the Customer list cannot be subject to this process.

7   Availability of the Support Services

7.1   The Supplier provides the Services during Standard Business Hours, i.e. on working days valid in the Czech Republic (i.e. on any calendar day (except Saturday and Sunday) when banks in the Czech Republic are normally open to the public and on the day during which interbank payments are settled in a currency other than the Czech Crown).

7.2   According to the Customer's needs, it is also possible to specify other availability of the Services in the Contract.

7.3   Unless the higher availability of the Services is agreed in the Contract, the provision of the Services by the Supplier outside the Standard Working Hours defined in par. 7.1 is not guaranteed, the parties may agree on the terms and conditions for the provision of such Service.

7.4   The Supplier shall provide a solution to the Service Requests and Change Requests within the scope of the monthly Reserved Services.

7.5   Incidents must also be reported by phone at +420 377 240 400.
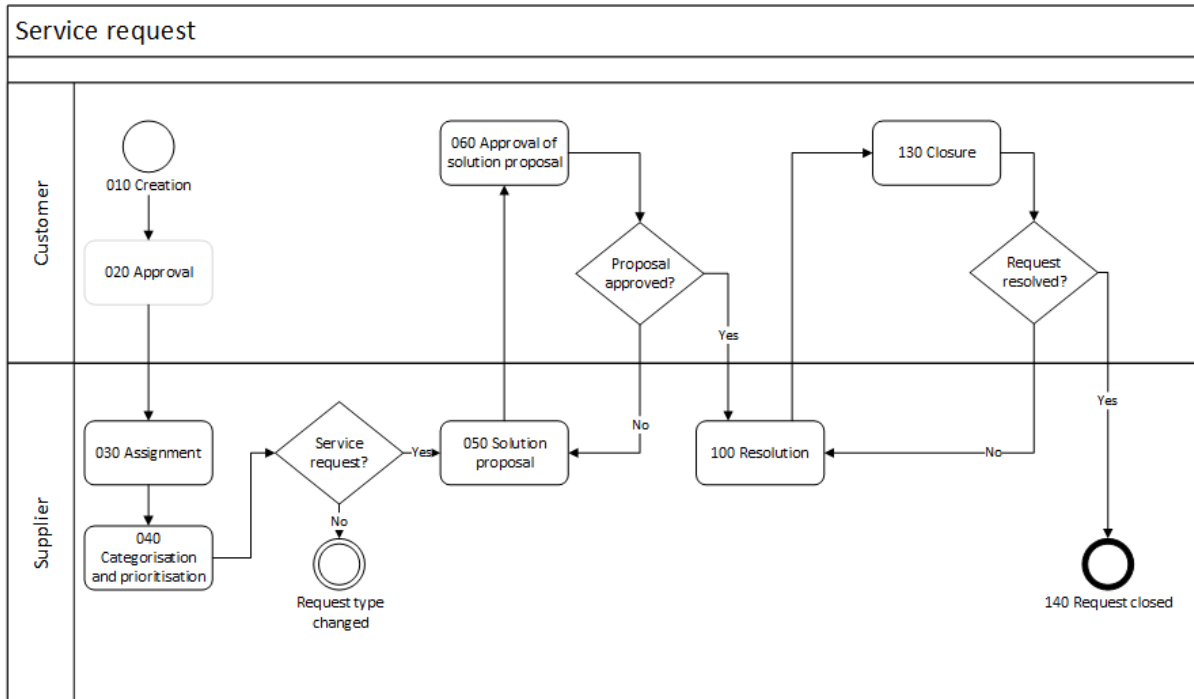
8   Process Support Warranty

8.1   The warranty is provided for a period of 30 days from the provision of the Services.

8.2   While applying the Request for the removal of a defect in the Services, the Incident caused by the Supplier/subcontractor of the Supplier shall be treated as if it were an Incident.
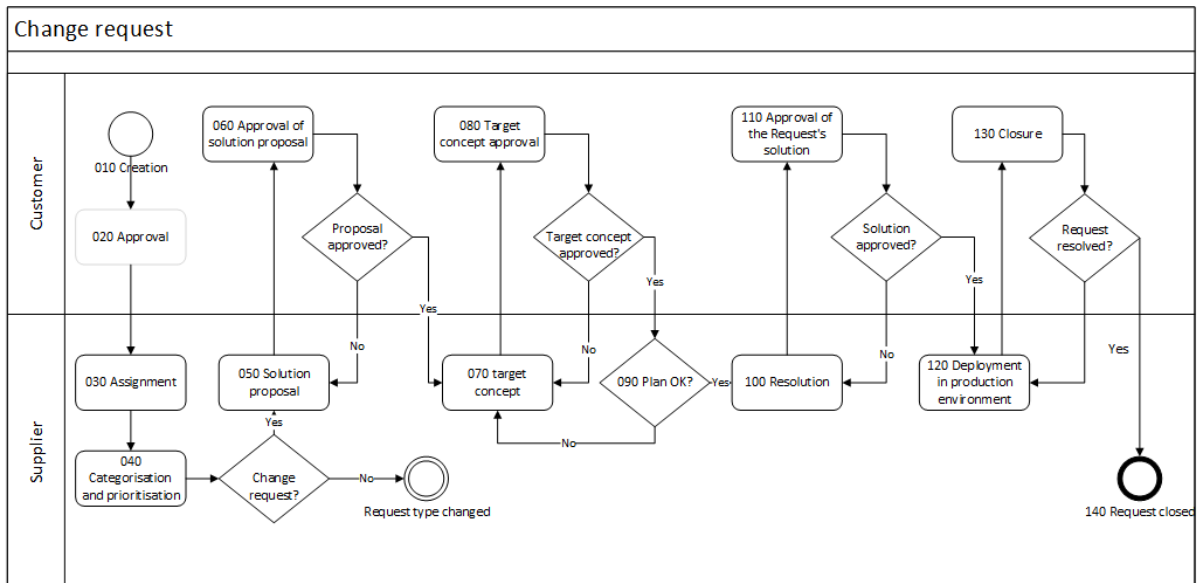
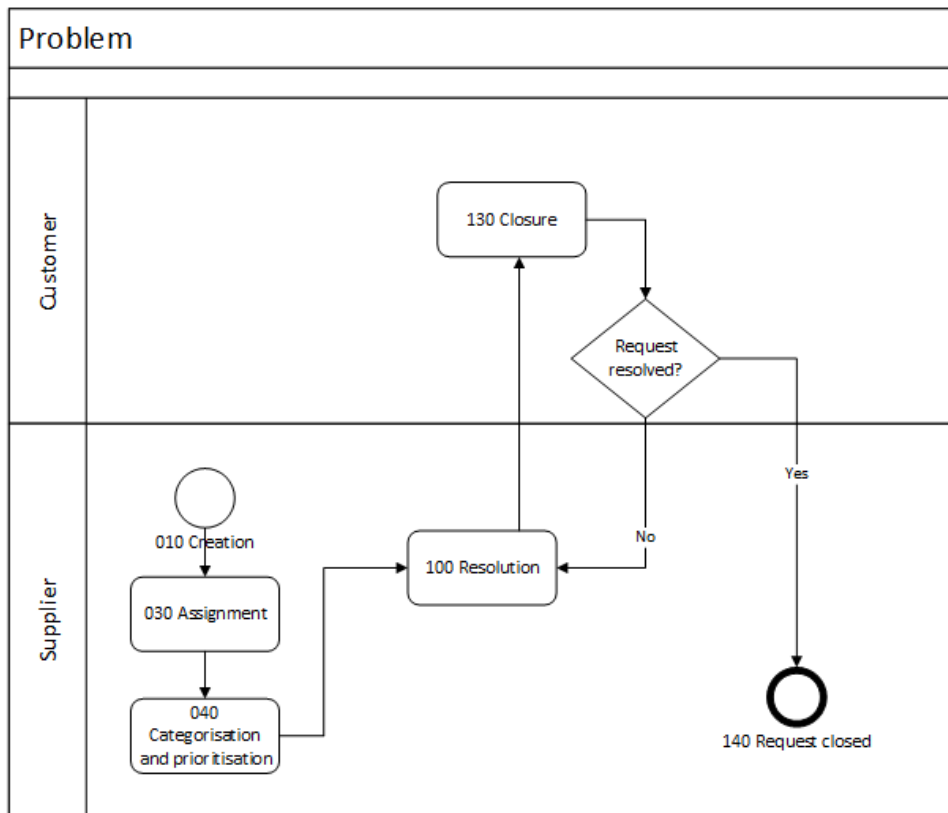## 9   Support System Processes

9.1   Incident
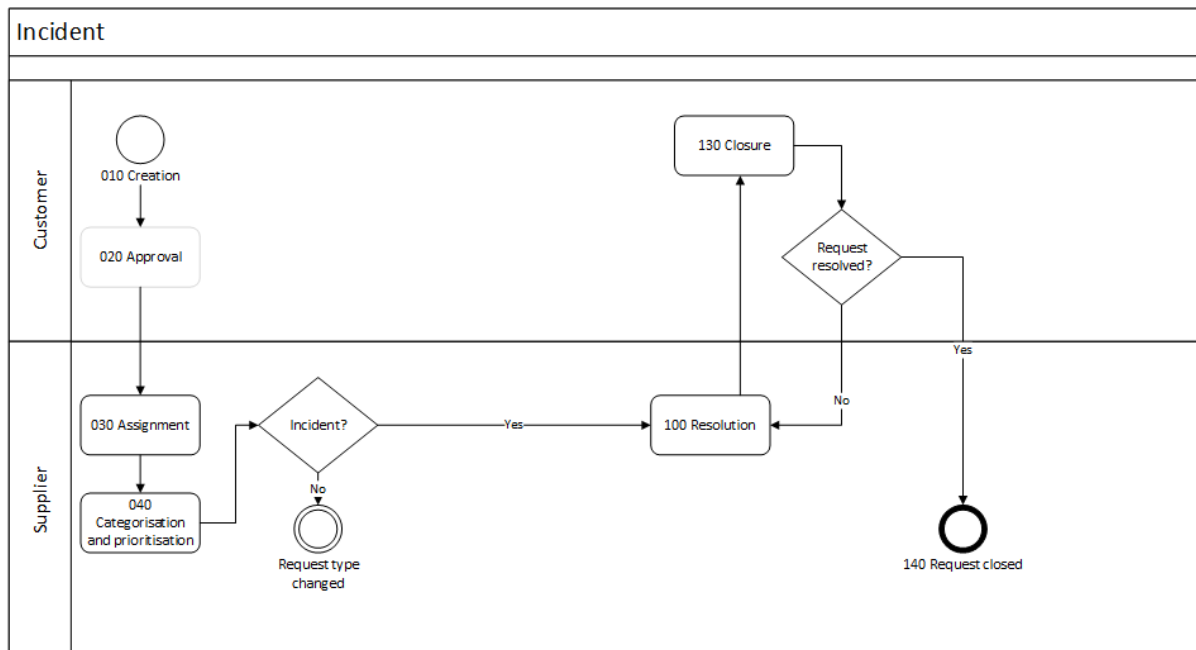
9.2 Service Request

9.3 Change Request

10   Support System Processes – Problem

11   Cooperation

11.1   The Customer undertakes to appoint Responsible Persons who will be responsible for entering and approving the solution. These persons are specified in the SED application. The Customer hereby declares and confirms that it has all authorizations and internal approvals for the appointment of such persons and that they are authorized to act on behalf of the Customer.

11.2   The Customer undertakes to provide the needed and necessary cooperation in the provision of the Services and in the resolution of the Request as defined in Art. 5 including, but not limited to, providing timely access to the data, systems, information, premises and personnel of Members of the Customer's Group or other persons whose cooperation is necessary.

11.3   The Customer is obliged to train the members of the Supplier's team (including the Dedicated Support Team) in accordance with the relevant occupational safety provisions and special regulations in the event that their movement at the place of performance requires it.

11.4   The Customer is responsible for determining the scope of the Services. If Customer requires the Supplier to have access to the website or electronic data sharing system in relation to the Services to be provided, Customer shall discuss and agree with the Supplier on the specific areas and/or information that Customer requires the Supplier to be aware of.

11.5   Customer is responsible for the activities of its personnel and agents, for the timeliness, accuracy and completeness of all information (including Personal Data) provided to the Suppliers by or on behalf of the Members of the Customer Group.

11.6   The provision of the Services depends on the timely performance of the Customer's obligations under the Contract and the Customer's timely decisions and approvals in connection with the Services.

11.7   If the Customer fails to provide the Supplier with accurate and complete information, assistance or materials, the Supplier shall not be liable for any delay or defect in the Services. The Supplier further reserves the right to extend all deadlines for a period corresponding to each individual delay caused by the Customer and the Supplier shall be entitled to reimbursement of all costs incurred in connection with such delay of the Customer.

11.8   Customer shall ensure that Customer and/or users defined by Customer:

11.8.1   not to store, distribute or transmit any virus or any unlawful, dangerous, threatening, defamatory, obscene, profane, harassing, racist or ethnically offensive content, or facilitate any kind of illegal activity while using the software within the Services under the Contract;

11.8.2   except as permitted by applicable law, Customer shall refrain from:
(1)   copy, modify, duplicate, create derivative works from, mirror, merge, import, display, transmit or distribute all or part of the software and/or documentation in any form or by any means;
(2)   decompiling, parsing, reverse engineering software;

(3)   access all or any portion of the software, Services and documentation to create comparable, derivative of, inspired by, competitive offerings of software or Services;

(4)   use of software, Services and/or documentation to provide services to third parties;

(5)   license, sell, lease, transfer, assign, distribute, display, publish or commercially exploit in any other way or make the software available to any third party;

(6)   gain access to or assist a third party to gain access to the software;

11.8.3   have all the necessary means for the proper functioning of the software, in particular a well-functioning secure and robust internet connection, they are responsible for the availability, quality and speed of their own internet connection, and the Supplier cannot be held responsible for interruptions, suspensions of operation/use of the software or for disruptions in transmission related to the Internet or servers of the Customer or the Internet provider, for other equipment and other connections;

11.8.4   Without prejudice to the terms and conditions of the datacenter operator pursuant to par. 4.1. or terms of the relevant software license, which are deemed accepted by signing the Contract, will use reasonable efforts to prevent unauthorized access to or use of the software, and if the Customer becomes aware of any unauthorized access or use, Customer shall immediately notify the Supplier thereof and take precautionary measures that are immediately and technically available

12   Backup and Disaster recovery

12.1   Backup

12.1.1   The database backup is done automatically.

12.1.2   By default, the backup within the Amazon Web Services region is "eu-central-1" (Europe - Frankfurt).

12.1.3   In case of the Disaster, the backup is not older than 5 minutes (RPO = Recovery Point Objective)

12.1.4   The backup retention period is 5 days.

12.2   Disaster

12.2.1   The Disaster is declared only by the Supplier in the event of a failure of utilities and services and in the event of uncertainty about its recovery within a reasonable time.
The unavailability of the Amazon Web Services "eu-central-1" (Europe - Frankfurt) datacenter is an event beyond the control of the Supplier and is considered force majeure.

12.2.2   An Incident in an operating application is not considered a Disaster.

12.3   Disaster Recovery

12.3.1   Disaster Recovery involves restoring data from the most recent Backup.

12.3.2   The duration of Recovery (RTO = Recovery Time Objective) is not guaranteed.

13   Maintenance (for the SW product running on the aimtec.cloud infrastructure)

13.1   The Supplier ensures that the product is up to date within the framework of the installed product Version.

13.2   The Version is a summary of the current functionality of the system. The Version is identified by a number before and after the first decimal point.

13.3   Update is a Patch installation.

13.4   Patches are applied during planned downtime periods.

13.5   A Patch is an occasional errors' fix that are subsumed within a Version. Each Patch is distributed to the Customer via a Release. A Patch is indicated by the number after the second decimal point.

13.6   A Release is a combination of a Version and a Patch file. A Release is marked with a Version and Patch number.

13.7   Customer functionality is a set of processes, reports and integrations, beyond the scope of Release.

13.8   Upgrade is the installation of the Current Version, including updated Customer Functionalities.

13.9   Upgrade of the software product running on the aimtec.cloud infrastructure shall be regulated as specified hereunder:

13.9.1   Entitlement to a new Version is governed by the license terms of the SW product, so it is not part of standard Maintenance.

14   Price and payment terms

14.1   The Price for the subject-matter of performance depends on individual items on the Price List, which the Customer activates and uses according to the terms agreed in the Contract.

14.2   The Price is made up of monthly fees for use of individual items.

14.3   The Price for a Service Request or Change Request not included in the Budget is established as the Basic Hourly Rate, which is specified and stated in the Contract, excluding VAT, for each commenced hour.

14.4   Telephone consultations are charged at the Basic Hourly Rate.

14.5   Surcharges for Requests resolved in a shorter Response Time that do not correspond to the objective categorization according to Art. 6.

14.6   The Price of an approved Service Request or Change Request may be increased by up to 10% with regard to its actual workload, to which the Customer agrees hereby.

14.7   The invoicing period is stipulated in the Contract, the invoice is due in 14 days.

14.8   The amounts are without VAT, which will be charged according to the applicable laws on the day of the taxable supply.

14.9 The Supplier issues and sends a tax document (invoice) for the upcoming period. The invoice is always payable within 14 days from the date stated in the invoice, and the amount stated therein will be paid by transfer to the Supplier's account, which will be specified in the Contract, if it is not specified, then the one specified in the relevant invoice. In case of ambiguity regarding the delivery of the invoice, it shall be deemed to have been delivered no later than the 2nd working day after the proven dispatch by the Supplier to the Customer's address, while the address shall also mean the Customer's e-mail address specified in the Contract.

14.10 If the Customer has unsettled liabilities towards the Supplier after the due date of more than 30 days, the Supplier is entitled to suspend the provision of the Service, without any possible liability on the part of the Supplier, until the obligations are fully settled, after notifying the Customer of such fact and providing a period of time for remedying the situation not shorter than 10 working days. During the exercise of this right, the Supplier is not in default. If a remedy is not agreed after 30 days from the notification, the Supplier has the right but not the obligation to terminate the Contract.

14.11 If payment of the invoice is not received within the due date, the Supplier reserves the right to charge interest on late payments at the rate of 1½% per month. In the event that the Supplier incurs any direct debit or costs with respect to overdue fee, these costs will be charged to the Customer in an additional invoice. If a dispute arises regarding the invoiced amount, the Customer shall pay the undisputed amount.

14.12 The Supplier reserves the right to increase the Price (and any item of the Price List) by the year-on-year increase in the inflation rate expressed by the increase in the average annual consumer price index published by the Czech Statistical Office, or if this index is not published, according to such other comparable index of the inflation rate of the Czech crown/Harmonized Index of Consumer Prices of the European Union (corresponding to the European Union index of consumer prices - EICP) published by Eurostat, By the Statistical Office of the European Community in Luxembourg (hereinafter referred to as the "Inflation Coefficient"), as of 1 January of the calendar year, of which the Customer will be informed by email no later than in the end of the first calendar quarter of the relevant year. In the event of deflation, the Price will not be adjusted.

15 Confidentiality

15.1 For the purposes of this Contract and for the entire duration of the mutual cooperation of the contracting parties, Confidential Information shall mean, regardless of the form and manner of their communication or interception, any and all facts that the contracting party learns in the course of mutual cooperation or that the other contracting party makes available to it in the course of mutual cooperation, and these can be considered trade secrets, as defined in applicable law (Confidential Information).

15.2 Confidential Information protected by this Contract also includes all technical, economic, legal and production facts in tangible or intangible form, which are not usually commonly available in the relevant business circles and both contracting parties have an interest in their confidentiality and in an adequate method of their protection.

15.3 Both parties undertake not to further distribute or reproduce the Confidential Information and not to disclose it to any third party. At the same time, they undertake to ensure that the documents taken over and any analyses containing Confidential Information are properly recorded, marked and archived. The parties agree to implement and maintain appropriate physical, administrative, and technological security procedures and measures to ensure that all messages and data containing Personal Data or Confidential Information processed hereunder are protected from the risks of unauthorized access, alteration, delay, destruction, or loss, and such security measures shall ensure a level of security that is reasonably proportionate to the risk posed by the processing and handling thereof; and the nature of the data and Confidential Information to be protected.

15.4 The parties further undertake not to use the Confidential Information or Personal Data contrary to their purpose or for the purpose of their own needs or for the benefit of third parties.

15.5 Both parties shall limit the number of employees who may have access to Confidential Information and Personal Data and shall take effective measures to prevent the disclosure of Confidential Information and Personal Data.

15.6 The parties are not responsible for verifying the accuracy of information, including Confidential Information and Personal Data, and other content, and will not modify, amend, remove, or otherwise modify the content, except for formatting, potential verifying, and/or disseminating the content, as expressly provided for in their client agreements. All terms and conditions of business and legal terms relating to the commercial transactions to which the content relates are the sole responsibility of each party.

15.7 In the event that one of the contracting parties urgently needs a third party for certain activities, it may transfer to it the information that is subject to protection under this Contract only on the condition that the third party contractually undertakes to protect it.

15.8 The very existence of the Contract and information about the cooperation of the contracting parties shall not be considered Confidential Information.

15.9 Upon request of the other party, both parties agree, within 15 days of receipt of such request, to return, destroy or disable access to all Confidential Information provided in connection with the performance of the Services, in any form, but excluding routine backups, as far as the Confidential Information is considered confidential under the terms agreed in this Contract, even after its termination.

16 Protection of Personal Data

16.1 Supplier may collect, use, transfer, store or otherwise process (collectively, "process") information provided by Customer that may be related to specific individuals ("Personal Data") as defined by applicable law. The Supplier shall process Personal Data in accordance with applicable law.

16.2 Customer hereby confirms that it is authorized to provide Personal Data to the Supplier in connection with the provision of the Services (as defined in the Contract) and that the Personal Data has been collected and processed in accordance with applicable law. The Customer is obliged to provide the Supplier with all necessary instructions for the processing

of Personal Data, according to the Personal Data Processing Agreement that will be concluded between the contracting parties, if the Personal Data is processed by the Supplier as a processor, and will only provide complete and up-to-date Personal Data, while the Supplier will, in accordance with such instructions, accept technical organizational and personnel measures to protect Personal Data.

16.3 Information on the processing of Personal Data: The parties acknowledge that the Personal Data provided by the Customer, its staff or agents will be processed by the Supplier as the controller for the following purposes, respectively in connection with the following: (i) ensuring compliance with applicable legal requirements; (ii) dealing with requests or communications from competent authorities; (iii) contract administration, financial accounting, compliance with internal regulations, risk analysis, and client relations; (iv) the use of systems and applications (hosted or in-house) for information technology and information systems services (hereinafter referred to as the "Purposes"). Personal Data may include Personal Data of Customer's representatives, employees, project teams, contractors and employees ("Personal Data Subjects") as well as Personal Data included in information obtained by the Supplier in connection with the Contract.

16.4 For the above Purposes, Personal Data may be disclosed/transferred to recipients of Personal Data (including Personal Data controllers and processors) and may be processed by such recipients as specified in the Supplier's Privacy Notice. The transfer of Personal Data may also include the transfer of Personal Data to countries outside the EU, but always only if the obligations set out in the Personal Data protection laws are met.

16.5 The above is just a summary of the Information on the Processing of Personal Data by the Supplier as the Controller, the full text of which is available here: www.aimtecglobal.com/gdpr (hereinafter referred to as the "Privacy Statement"). Unless disproportionate effort is required, Customer shall ensure that Personal Data Subjects (its relevant employees, agents, contractors and clients) are informed of the Privacy Statement.

16.6 Data Retention: Contractual documentation, including Personal Data, will be retained for a period of 10 years from the expiration of the Contract, or as required by applicable law.

16.7 The Customer shall bear sole responsibility for the content of all customer, supplier and employee Personal Data and shall protect and maintain all necessary measures with respect to such Personal Data so that the Supplier can provide the Services under the Contract without infringing the rights of third parties, including Personal Data Subjects, or otherwise being subject to any obligations beyond the scope agreed in the Contract.

17 Validity of the Contract

17.1 The Contract becomes valid on the day of its signature by the last contracting party and shall come into effect on the day specified in the Contract, and if no such date is specified, then on the date of validity of the Contract, and shall be concluded for a definite period of time, i.e. for three years from the date of signing the Contract. If one of the contracting parties does not notify the other contracting party at least 3 months before the expiry of the Contract that it will not extend the Contract, the Contract is always extended by one year, i.e. 12 calendar months.

17.2 Changes to the Terms and the Price List are published by the Supplier due to continuous development and improvement of the Service. The Customer is demonstrably delivered the new version of the Terms, if they do not express their disagreement within 30 days after their publication on the website of the Supplier, then they are also deemed to have accepted the new version of the Terms and the Price List. In case of disagreement, the Customer has the option to terminate the Contract immediately and without any sanctions.

17.3 If the Contract does not contain a respective provision, the Terms shall apply first and then the relevant legal provisions. The Supplier and the Customer expressly exclude the application of business practices and any standard conditions, arrangements or other terms and conditions of the Customer to its suppliers. Parties further claim and confirm that their mutual contractual relations are not disproportionate and that they do not consider any of the contractual penalties agreed herein as disproportionate and they will not seek the respective court to reduce it due to this reason.

18 Force majeure

18.1 In this provision, "Force Majeure Event" means an event beyond the control of Customer and Supplier that makes it impossible for a party to perform any of its obligations under this Contract, including, but not limited to:

18.1.1 Events (for example, but are not limited to fires, explosions, earthquakes, droughts, tidal waves and floods, epidemics); Radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or the nuclear component of such assembly.

18.1.2 Delays or defaults due to changes in national or foreign legislation, actions by national or foreign government authorities, the imposition of sanctions or embargoes, interruptions of public transport or public data communications, pandemics, wars, fighting (whether or not war is declared), invasion, actions of foreign enemies, mobilization, seizure or embargo; uprisings, revolutions, revolts or military forces, or civil wars; riots, disturbances, strikes, protest slowdowns, blackouts or disturbances, unless limited to the employees of the contractor or its subcontractors; or terrorist acts or terrorist threats.

18.2 Consequences of a Force Majeure Event

18.2.1 The Supplier invoking Force Majeure shall immediately inform the Customer about the occurrence of Force Majeure and its detailed circumstances. In the same way, the Customer will be informed about the termination of Force Majeure.

18.2.2 The Supplier shall also comply with its obligation to provide information by publishing the relevant information on the website.

18.2.3 The parties shall be indemnified from liability for partial or total failure to perform contractual obligations under this Contract in the event that such failure is due to Force Majeure on their side or the side of their subcontractors.

19   High Risk Usage

19.1   The Service is not error-tolerant, nor is error-free or uninterrupted operation guaranteed. Customers, incl. the Customer may not use the Service in any situation where the failure of the Service could lead to serious injury or death to any person or to serious physical, economic or environmental damage. Examples of such use are, but are not limited to, life support systems, medical equipment, motor vehicles, nuclear facilities, aircraft and/or other types of human mass transport, weapons systems.

20   Prevention of misuse of the Service

20.1   The Supplier is entitled to immediately stop providing the Service, not to provide the requested Service or to disconnect the Customer from the Service at the moment when there is a suspicion of abuse of the Service, in which case it will immediately inform the Customer, who is obliged to immediately remedy the situation according to the Supplier's instructions. Without undue delay after the remedy has been remedied by the Customer, the Supplier shall commence the provision of the Service or connect the Customer to the Service. Until the remedy is remedied in accordance with this article, the Supplier is not in default.