

GENERAL CONDITIONS FOR THE USE OF THE INFORMATION SYSTEM

Preamble

The provider is a company that has the know-how in the field of data flow processing, and its distribution through the network of electronic communications, including the provision of the related reporting, while this know-how is exercised through its information system and applications for end devices. The user has an interest in using the information system mainly for the processing of television and radio broadcasting data flow and its distribution using the network of electronic communication, including the related reporting and services. These GC govern the mutual relationship and rights and obligations of the Provider and User for the provision of the performance described.

Article 1 Definitions

- 1.1 For the purposes of the GC, the following expressions and phrases with initial capital letters shall have the meanings below, unless used otherwise in the context:
- 1.1.1 **API** - intangible movable asset - software, to which the Provider has all relevant (in particular proprietary) rights and which allows connection of the IS to the system (software) of the User; the technical description of API and the connection method are described in the Annex No. 1 to the Contract;
 - 1.1.2 **Active Service** - shall mean any contract concluded with the Customer concerning Stream subscription, any subscriptions or any other legal form of take-off the Stream, and/or activated option of the Stream subscription by the Customer;
 - 1.1.3 **Application** - intangible movable asset - program, to which the Provider has all respective (in particular proprietary) rights and which allows connection of the IS for Customers and streaming on the authorised end device of the Customer who has the Active Service;
 - 1.1.4 **Database** - intangible movable asset - the database, i.e. the set of independent works, data and other elements, systematically or methodologically arranged and individually accessible through electronic or other means, regardless of the form of their expression, which has been recorded or taken within the IS by the User, or the data processed in the form of the database by the IS;
 - 1.1.5 **Confidential Information** - shall have the meaning given in the art. 13.1 of GC;
 - 1.1.6 **IS** - intangible movable asset - a computer program, to which the Provider has all relevant (in particular proprietary) rights, whose main functions and modules, to which the User will be granted the right, are described in the Annex No. 1 to the Contract;
 - 1.1.7 **Quality** - shall mean the Stream quality defined for each Stream as arranged in the Annex No. 1 to the Contract (however, the Quality is never higher than the broadcasting source), the Annex No. 1 can divide the Quality into several levels and to define various technical parameters for them;
 - 1.1.8 **IS Non-Public Section** - shall mean the IS administrative interface which is accessible to the user at the website address given in the Annex No. 1 to the Contract, whose functions are described in the Annex No. 1 to the Contract;
 - 1.1.9 **Commissions for Cloud** - shall have the meaning as stated in art. 10.2 of GC;
 - 1.1.10 **Commissions for Module Service** - shall have the meaning as stated in art. 10.3 of GC;
 - 1.1.11 **Commissions** - the summarising designation for the Commissions for Cloud and the Commissions for Module Service;
 - 1.1.12 **Provider** – MOTV.eu s.r.o., based at Kubanske namesti 1391/11, Vrsovice, Prague 10, Postal (ZIP) code:100 00, CRN: 05855560, VAT Id. Nr.: CZ05855560, Registered in the Commercial Register of the County court in Prague, Section C 271398
 - 1.1.13 **Failure** - technical difficulties, defects, outages, functionality different from the conditions agreed in the Contract, causing the overall malfunction of the IS (for details see Article 5 of GC);
 - 1.1.14 **Right to Use** - shall have the meaning as given in the art. 3.1 of GC;
 - 1.1.15 **Annex No. 1 to the Contract** - annex no. 1 to the Contract;
 - 1.1.16 **Access Data** - shall have the meaning as given in art. 4.1 of GC;
 - 1.1.17 **Services** - providing services of technical support governed by the Article 5 of GC;
 - 1.1.18 **Contract** - the Contract on the use of the information system, inclusive of all annexes and appendices, agreed between the User and the Provider in writing or by means of remote communication, in particular via the public network of Internet, under the conditions stipulated in these GC, understanding that unless such a contract is concluded (or if it is not valid or effective), the contractual relationship based on the acceptance of these GP and other negotiations performed by the User by means of remote communication permitted and required by the Provider shall be considered the Contract;
 - 1.1.19 **Contracting Parties** - the contracting parties of this Contract (i.e. the Provider and the User);
 - 1.1.20 **Stream** - shall mean the Broadcasting Source processed (transcoded) to the agreed quality, so that it can be transferred to the Customer with the Active Service by means of the IS and IP protocols and displayed through the Application;
 - 1.1.21 **IS Customisation** - shall mean the customisation of the IS and/or the Application on the basis of a sub-contract for work, whose conditions are detailed in the Article 7 of GC;
 - 1.1.22 **User** - shall mean a natural or a legal person, who uses the IS on the basis of the Contract;
 - 1.1.23 **IS Public Section** - is an IS functionality publicly available to the Customers through the Web, whose main functionality is detailed in the Annex No. 1 to this Contract;
 - 1.1.24 **GC** - shall mean these General Conditions for the Use of the Information System
 - 1.1.25 **Web** - an Internet address on which the IS functionality will be made available to the Customers;
 - 1.1.26 **Broadcasting Source** - the source of television and/or radio broadcasting provided and legally treated by the User, requested by the User to be converted into the Stream and transferred as the Stream to the Customer with the Active Service;
 - 1.1.27 **Customer** - shall mean a legal or a natural person subscribed to the services from the User or a person who is a member of the User and has a legal access

to the network capable of the Stream transfer (electronic communication services) and who can make use of it, and the User can offer the person the reception of the Stream or the Broadcasting Source in accordance with the applicable and effective legal regulations;

- 1.1.28 **User's Device** - shall mean a server or any other device managed by the User, including its software, except for the IS, intended for the installation and operation of the IS (this device must comply with the parameters agreed in the Annex No. 1 to the Contract);

Article 2 The Subject of GC

- 2.1 These GC governs the mutual rights and obligations between the Contracting Parties, in particular concerning the following performance:
- 2.1.1 granting the Right to Use to the User by the Provider concerning the use of the IS, Application and API;
- 2.1.2 making the IS Public Section accessible to the Customers; they will be able to select/enable the service (service package) which will become the Active Service there;
- 2.1.3 provision of the Services by the Provider to the User;
- 2.1.4 IS Customisation by the Provider based on the order placed by the User;
- 2.1.5 settings of conditions for the provision of above-standard service interventions (technical support) by the Provider to the User;
- 2.1.6 User's obligation to pay the Commissions to the User.
- 2.2 The provision of content services or transmission of the Broadcasting Source is not the subject of these GC or the Contract; it is only the provision of the IS, which allows the User to do that on their own behalf and to their account by means of the IS.

Article 3 The Right to Use

- 3.1 The Provider grants the User a non-exclusive right to the use of IS and the Application under the conditions stipulated under this article of GC and in the Annex No. 1 to the Contract (hereinafter referred to as "**The Right to Use**"), and the User accepts such provision of the Right to Use.
- 3.2 The right to use is granted for the time of the effectiveness of the Contract or for the duration of the contractual relationship between the Contracting Parties according to the GC.
- 3.3 The Right to Use is granted for remote access through the Internet network and the network of electronic communications operated by the User, i.e. as territorially limited to the State, where the User has the residence on the date of the Contract conclusion, unless otherwise stipulated in the Contract. For the entire duration of the Right to Use, the IS will be located (stored) in technical devices (in particular server data repositories) of the Provider or in other technical devices used by the Provider for the operation of the IS; only if agreed by the Contracting Parties in the Annex No. 1 to the Contract, it will be stored in the User's Device. The Application can be installed exclusively to Customers' supported end devices.
- 3.4 The right to use also applies to the submitted IS Customisation after the due delivery and payment.
- 3.5 The User shall not have the right to transfer the Right to Use the IS or the Application to any third parties,

except for the Customers if not otherwise agreed between the Provider and the User. The User shall have the right to provide the Customers with the Right to Use in the following scope:

- 3.5.1 only through the Web;
- 3.5.2 without the right to use by any automated, systematically repeated and/or robotised database mining;
- 3.5.3 without the right to grant the Right to Use to any third party, not even partially;
- 3.5.4 only through the IS Public Section;
- 3.5.5 installation and usage of the Application in the scope of its functionality by means of the authorised distribution system (App Store, Google Play, Microsoft Store) for the supported devices.
- 3.6 Upon the termination of the Contract or the contractual relationship between the Contracting Parties, as stipulated in these GP, for any reason, the Right to Use shall cease.
- 3.7 The User shall not have the right to make copies of the IS or the Application and/or make any modifications to the IS or the Application, except for the parameters customisable in the user's interface of the IS or the Application, and/or link the IS or the Application with another work, especially with another computer program.
- 3.8 The Right to Use is granted with the closed source code for the IS as well as the Application; therefore, the User shall not be entitled to view and/or know the source code of the IS or Application.
- 3.9 On the basis of the Right to Use, the User shall be entitled to use the IS only through the IS Non-Public Section and the Application within its application interface.
- 3.10 The User shall not be entitled to transfer the Right to Use to any third parties without a prior written consent of the Provider.
- 3.11 Neither the Contract, nor the GC transfers/grants or otherwise provides any right to performance of proprietary and/or personality copyright concerning the IS or Application; the right to the performance of the proprietary copyright to the IS and the Application remains fully with the Provider, and the Contract or the GC cannot be interpreted in the way that the performance of the proprietary copyright to the IS and/or the Application is transferred to the User, albeit partially, not even after the IS Customisation.
- 3.12 To exclude any doubts, due to the fact that the User is obliged to pay the Commissions for Cloud, i.e. Services are subject to charges, and it is necessary to have the Right to Use for the purpose of their proper use, the Provider shall not require any other payment(s) for the Right to Use, unless otherwise agreed between the Provider and the User.

Article 4 Right and Obligations of the Contracting Parties

- 4.1 The Provider undertakes to give the User a unique username and password for the access to the IS Non-Public Section (hereinafter referred collectively to as "**Access Data**"). The provider shall be entitled to change the Access Data for any urgent technical or security reasons, even without the consent of the User. Such changed Access Data shall be communicated to the User by the Provider without undue delay.
- 4.2 The User shall be entitled to use the IS exclusively by means of the user's interface of the IS Non-Public Section, which is available only after login by the User

with the Access Data. The User acknowledges that the main IS functionalities can be enabled or otherwise used only by means of the Provider, or if the IS allows that, by means of the user's interface of the IS Non-Public Section.

- 4.3 The User shall be entitled to refer his/her comments to the Provider by means of the IS, if it allows this.
- 4.4 The User must not interfere with the IS or the Application and the Provider's technology, in particular he/she must not use the system commands which could change the functions or the settings of the Provider's system or which would use the Provider's system anyway systematically and repeatedly or which could possibly cause harm to anybody. Furthermore, he/she must not: use the program solution affecting the functionality or the security of the IS or the Application or Web, or violating the rights of third parties or the Provider or which are in conflict with the law of the Czech Republic and/or the European Community or any other state, where the IS or the Application will be used by the Provider and/or the Customer.
- 4.5 The User is obliged to notify the Provider of all changes in the User's identification data via the IS immediately.
- 4.6 The User is obliged to continuously monitor the amendments to the GC and to familiarise with them without undue delay.
- 4.7 The User is obliged to observe applicable and effective legal regulations while using the IS and Application; in particular, it applies to the regulations governing the intellectual property rights and copyrights. All damages, which could be suffered by the Provider or third parties, shall be fully repaid by the User.
- 4.8 Within the duration of the contractual relationship, the Provider shall be entitled to change the Internet address, from which the IS is accessible for the User, understanding that this fact shall be communicated via e-mail without undue delay. Within the duration of the contractual relationship, the Provider shall be entitled to change the official distribution system of the Application.
- 4.9 The User shall be entitled to change the Access Data at any time, using the designated function of the IS accessible exclusively through the IS Non-Public Section.
- 4.10 The User undertakes to keep the Access Data secret and to use reasonable means to maintain them secret. The User is fully responsible for any misuse of these Access Data or the User's Account and for the damages caused to the Provider or third parties in this way. In the event of loss, theft or other violation of the right to use these passwords, the User shall change his/her Access Data within IS by himself/herself immediately or to notify the Provider of this fact. Should the User notify the Provider of this fact, the Provider shall give the User new Access Data in a reasonable period.
- 4.11 All legal negotiations performed in the IS after entering the Access Data by means of the IS Non-Public Section are made by the User and they are legally binding for the User; this shall not apply to legal regulations performed during the time from the reporting of the loss of the Access Data to the Provider to the delivery of the new Access Data to the User. The User undertakes that all these negotiations will be performed only by people authorised to act legally on behalf of the User.
- 4.12 By accepting these GC, the User makes undisputed that the records of data on legal negotiations in the electronic system are reliable and that they are performed systematically and sequentially and that they are protected against any changes; the record protection against changes shall mean the protection against changes performed by any unauthorised person or changes in records performed without specification of the exact time of this change; the changes in the records which include a timestamp and which can be carried out only by means of a person authorised to do that, are permitted.
- 4.13 After prior notification, the Provider shall be entitled to perform a downtime of the IS or Application in the extent necessary for the maintenance and/or update of the IS or Application and/or the update of the operating system, in which the IS works, and/or in the event of the disturbance of the IS or Application by an unauthorised person, in particular in the event of the attack in the form of DoS or DDoS. The IS availability time acc. to art. 5.2 of the GC shall not be reduced by the time of the timely reported downtime of the IS.
- 4.14 The Provider shall not be held liable for any issues or limitations of the IS or Application availability caused by the failure (even partial) of User's technical means or tool (mainly the User's Device). If in doubt, whether it is the failure of the IS or Application or the User's technical means and/or tool (mainly the User's device) it shall be considered that it is the failure in the User's technical means, tool or Device.
- 4.15 For operational or other reasons, the Provider shall be entitled to change the technical design of the IS or Application, in particular if it is necessary for the proper performance of the Contract.
- 4.16 The Provider shall connect the IS to the Web, by means of which the Provider shall make the IS Public Section accessible. If the Web is not registered on behalf of the Provider, the User is obliged to provide for re-directing of the DNS Web to the websites described in the Annex No. 1 to the Contract and to ensure any additional synergy, so that the IS Public Section can be connected to the Web. Prior to the provision of this synergy, the Provider shall not be obliged to provide the IS Public Section (without any prejudice to the Provider's right to the Commissions).
- 4.17 Any legal negotiations led within the IS or Application with the Customers shall be considered the legal negotiations between the Customer and the User. The Provider only provides for the operation of the IS and the Application and grants the Right to Use to it; therefore the Provider is not a participant in such a relationship. The Broadcasting Source, or the Stream contents, is transmitted by the User. The Provider only provides for a technological solution to it via the IS.
- 4.18 In the relationship to the Customers, the User agrees to adopt such conditions that the purpose and the provisions of the Contract and GP are fulfilled, and the Provider or the IS (or the Application) can work with Customers' data, with which he/she will work by means of the IS (or the Application).
- 4.19 Upon acceptance of these GC, the User declares that he/she has all permissions, licenses and other tools for the data, graphic elements, names, trademarks, Broadcasting Sources (incl. its transmission by means of the IS or viewing in the Application) etc., he/she uploads, will upload, processes, transmits or will require to be uploaded, transmitted, processed using the IS or the Application or will require their usage for the IS customisation at his/her disposal. In the event that these items are used for any IS Customisation, the User - at the moment of their submitting or upon the acceptance of the order for the IS Customisation -

- grants the right to their usage in the extent, for which the IS Customisation is intended, in particular the right to publication within the IS Public Section.
- 4.20 Should the IS be installed to the User's Device, the User is obliged to ensure that the User's Device meets the IS parameters for the User's Device mentioned in the Annex No. 1 to the Contract for the entire period of the operation and that it has the accessibility, which corresponds at least the IS accessibility agreed in art. 5.2 of GC.
- 4.21 If any installation or service intervention with the IS, which is to be installed to the User's Device, is carried out, the User is obliged to allow the Provider access to the User's device, either physically or remotely, as required by the Provider, immediately, but no later than 8 hours after such a requirement is submitted by the Provider to the User. The period between this requirement and permitting the access shall not be considered IS unavailability and the time for removal of the failure shall always be extended by this period.
- 4.22 In the event that the IS is installed on the User's Device and if the Provider asks, the User is obliged to restart or reset the User's Device or to install an additional application (etc.), in particular for the purpose of the proper and better functions of the IS; this shall be done immediately, no later than 8 hours from the submitting of such a request by the Provider to the User. The time to such restart, reset or installation of the additional application shall not be considered IS unavailability and the time for the removal of the failure shall always be extended by this period.

Article 5 Technical Support and other Services

- 5.1 The Provider undertakes to provide the User with Services, which are subject to charge, even by means of third parties. The scope and the contents of the Services are governed by the Article 5 of GC. The way of commission determination is stipulated in art. 10.2 of GC.
- 5.2 The Provider guarantees the IS availability in the scope of at least **98** % of the operating time per a calendar month, understanding that the unavailability time is counted only after the reporting of the Failure. The availability shall not be reduced by the time of any outage, malfunction, lack of computing or system capacities (etc.) of User's Device. Hardware failure is not count in this IS availability unless hardware redundancy is not available.
- 5.3 The Provider undertakes that during the operation of IS, he/she will deal with possible technical issues, defects, outages and/or failures of the IS or its part and further any failure preventing common usage of the IS or IS unavailability for the User (hereinafter referred to as "**The Failures**"). The Failure shall not be considered any outage, failure or insufficient computing or system capacities (etc.). User's Device
- 5.4 The Failures are divided into the following priorities:
- 5.4.1 Priority 1 - The failure, total outage of the IS without any possibility of a functional replacement solution or an IS outage preventing the use of the IS for more than 5% of Customers.
- 5.4.2 Priority 2 - The Failure, total outage of IS with the possibility of working replacement solution or the IS outage preventing the use of the IS for 1% to 5% of Customers (inclusive).
- 5.4.3 Priority 3 - Serves for errors or bugs which are affecting one part of the platform.
- 5.4.4 Priority 4 - Serves for Questions related to platform functionality and for small bugs or errors on the platform.
- 5.4.5 Priority 5 - Serves for requests which are not affecting platform functionality and have more informative purposes.
- 5.5 In the event of the conflict of priorities or if in doubt, it shall always be considered that it is a less serious priority.
- 5.6 The Provider undertakes to be liable to the User for the reported Failures and to deal with the Failures and remove them according to the priorities at the following times:
- 5.6.1 Priority 1 (Immediate) - The Provider shall answer the User within 12 hours from the reporting of the Failure and the defects (Failures) reported in this priority shall be removed by the Provider no later than 24 hours after reporting the Failure (the launch of the replacement solution shall be considered the removal).
- 5.6.2 Priority 2 (urgent) - The Provider shall answer the User within 24 hours from the reporting of the Failure and the defects (Failures) reported in this priority shall be removed by the Provider no later than 96 hours after reporting the Failure (the launch of the replacement solution shall be considered the removal).
- 5.6.3 Priority 3 (High)- The Provider shall answer the User within 3 days from the reporting of the Failure and the defects (Failures) reported in this priority shall be removed by the Provider no later than 14 days after reporting the Failure (the launch of the replacement solution shall be considered the removal).
- 5.6.4 Priority 4 (Normal)- The Provider shall answer the User within 7 days from the reporting of the Failure and the defects (Failures) reported in this priority shall be removed by the Provider no later than 25 days after reporting the Failure (the launch of the replacement solution shall be considered the removal).
- 5.6.5 Priority 5 (Low)- The Provider shall answer the User within 7 days from the reporting of the Failure and the defects (Failures) reported in this priority shall be removed by the Provider no later than 90 days after reporting the Failure (the launch of the replacement solution shall be considered the removal).
- 5.6.6 All defect (Failure) reporting are accepted only at the time stated in the Annex No. 1 to the Contract; if the Failure is reported outside the stated hours, it shall be considered to be reported the following business day at 8 o'clock. The requirement for the removal of the Failure outside the stated hours can be dealt with as above-standard service, which is not included in the Commissions.
- 5.6.7 The User undertakes to provide the Provider with the maximum possible synergy with troubleshooting. In the event of failure to provide this synergy, the time for the Failure removal shall be extended by the time, during which this synergy was not provided.
- 5.7 The failures and other requirements shall be reported by the User in the manner specified in the Annex No. 1 to the Contract.
- 5.8 The IS shall be operated as a cloud service on the servers provided by the Provider, including the cloud solution hired by the Provider; therefore, it shall not be installed on any User's device, unless otherwise agreed by the Contracting Parties in the Annex No. 1

to the Contract; in particular that the IS shall be installed on the User's Device. The IS is available to the user as stipulated in this Contract, i.e. as a cloud solution, and making it accessible is a service provided by the Provider to the User, even if the IS is to be installed to the User's Device. This service is also a part of the Services, understanding that their conditions of their use are set forth in the Annex No. 1 to the Contract.

- 5.9 The IS within the Service processes the Broadcasting Source to the Stream and furthermore, it provides for its transmission to the Customer with the Active Service on behalf, to the account and under the responsibility of the User.
- 5.10 In the event of termination of the Contract effectiveness for any reason, the Provider shall be obliged to back up any data uploaded to the IS by the User, if the User asks for it before the termination of the Contract or no later than one calendar week after the termination of the Contract. Should the IS be installed on the User's Device, this obligation is applicable only if the User's device meets the requirements set forth in the article 4.20 of GC and at the same time, it is available to the Provider.
- 5.11 The User and the Provider can agree on the charged technical support or any other Service beyond the framework set forth in these Article 5 of GC in a separate agreement; this concerns mainly the installation of the device, service intervention in a place specified by the User, etc.
- 5.12 The User and the Provider can agree on other conditions of technical support provision, availability, etc., than set forth in these Article 5 of GC; such derogating arrangements shall be subject to a separate agreement.
- 5.13 Due to the fact that the Application shall be installed on Customers' end devices, it is not covered by the technical support. However, the Provider undertakes to maintain the Application located on the official distribution system updated, so that it is compatible with the IS (this commitment is also a part of the Services).
- 5.14 In the event that the User wants to connect IS to his/her information system, he/she can carry out it exclusively through API and only in a manner directly allowed by this API. Any circumvention or breach of security or integrity of the IS or API is forbidden.

Article 6 Database

- 6.1 The purchaser of the Database is the User. The User is also responsible for any contents of the Database, its timeliness, accuracy and compliance with legal regulations, etc.
- 6.2 The User shall enable the Provider to use the Database in the extent required mainly for the proper performance of the Contract and its Purpose. The Provider acknowledges that any elements of the Database may be protected by a trade mark or other similar means and he/she undertakes to respect these User's rights.
- 6.3 The access to the Database through the IS Public Section or through the IS Non-Public Section on the basis of the individual requirement is the permissible usage of the Database.
- 6.4 The use of automated, repeatedly systematic and/or robotised Database mining otherwise than with the directly intended functionality of the IS or Application is excluded.

- 6.5 In the event that due to the User's legal relations with third parties, it is not possible to proceed pursuant to art. 6.2 of the GC, the User shall notify the Provider of this fact. Both the Contracting Parties undertake to make every effort to achieve the purpose of the art. 6.2 of GC.
- 6.6 The termination of this Contract does not affect the duration of rights and obligations stipulated in the Article 6 of GC.
- 6.7 If any other system database is used within the operation of the IS or the Application, the executor of the rights for this database is exclusively the Provider.

Article 7 IS Customisations

- 7.1 In the event that the User wishes the IS or the Application to be modified by the Provider as the only proprietary copyright executor to the IS and the Application, the User is obliged to place the order.
- 7.2 The order of the IS or the Application modification should include in particular: User's and Provider's identification, a reference to the Contract, the detailed specification of the modification to the IS or the Application subject to the order. The User shall be held liable for the contents of the order, in particular for its clarity.
- 7.3 The orders shall be placed in writing. The writing forms shall also include e-mail, if it is clear from it, who has sent it, and at the same time it has been sent by a person authorised to place the order according to the Contract. If the IS contains the respective function, the order can be placed via the IS.
- 7.4 The order is a proposal for the works contract conclusion; the works (hereinafter referred to as the "**IS Customisation**") shall mean any chargeable IS or Application Customisation according to the specifications mentioned in the order agreed between the Contracting Parties.
- 7.5 Upon acceptance delivery (not only the advice of delivery) of the order by the Provider, the works contract between the User and the Provider is concluded; the Contract is effective from the date of the delivery of the order acceptance to the User; however, the acceptance takes place at the earliest at the moment, when also the price or its calculation method concerning the IS Customisation is agreed.
- 7.6 The Provider shall be entitled to cancel the order acceptance at his/her discretion, but only for significant reasons on the side of the Provider or third parties, in particular when the execution of the order is not possible or if it is possible only after exercising excessive costs or with great difficulties. The Provider shall also be entitled to cancel the acceptance for the reasons on the User's side, in particular if the User fails to provide the Provider with enough synergy, breaches the Contract, these GC or other arrangements of the Contracting Parties or if the reasons for withdrawing from the Contract arose. In the event of the acceptance cancellation for the reasons on the User's side (i.e. according to the previous sentence), the User shall be obliged to pay the Provider for the already performed work. The Provider shall notify the User of the cancellation of the order acceptance without undue delay.
- 7.7 The Provider shall perform the IS Customisation according to the contents of the order in reasonable time corresponding to the nature of the work, in particular with regard to its scope and complexity.
- 7.8 The IS Customisation concerning the actual IS shall be submitted to the User by uploading of the files created

and or customised within the work to the server containing the IS and by interconnection of these files with the IS; thus the Provider's obligation to perform the IS Customisation properly is fulfilled. The Provider shall notify the User of this fact. Upon submitting the IS Customisation, the customisation becomes an integral part of the IS. The User accepts the IS Customisation by using the IS containing the IS Customisation. The IS Customisation concerning the Application shall be submitted to the User by uploading the latest version of the Application to the official distribution system; thus the obligation of the Provider to perform the IS Customisation properly is fulfilled.

- 7.9 The IS appearance customisation, in particular the IS Public Section and/or Application, shall be considered the IS Customisation, too.
- 7.10 Concerning the IS Modification, the Contracting Parties excludes expressly that the IS Customisation is an employee work or that the User gains any copyright (or proprietary rights) for it in any other scope than stipulated herein.
- 7.11 The Contracting Parties hereby expressly agree that the performance of the proprietary rights to the IS Customisation is not transferred to the User and that their executor is the Provider.
- 7.12 The IS Customisation shall be considered the work which is included in the IS or the Application (according to the nature of the IS Customisation) and which is not separable.

Article 8 Conclusion, Validity and Effectiveness of the Contract

- 8.1 The Contract is concluded upon its signing by all its participants or in different way accepted by the Provider, in particular by performance of respective tasks through the means of remote communication, with which one can publicly acquaint oneself (in particular by entering the required data and the confirmation of the GC).
- 8.2 Unless otherwise stated in the Contract, it shall apply that the Contract is concluded for an indefinite period with a notice period of 3 months. The notice period shall start on the first day of the calendar month following the calendar month, in which the notice was delivered.
- 8.3 The Provider undertakes that he/she shall make the backup of the data contained in the Database of the last day of the contract effectiveness available to the User within fifteen (15) business day from the termination of the contract effectiveness; the back-up shall be in the SQL format.

Article 9 Penalties and Withdrawal from the Contract

- 9.1 In the event that the User is on default with the payment of any amount, in particular concerning the Commissions, the Provider shall have the right to a contractual penalty amounting to 0.1 % per day from the outstanding amount, unless a different amount is not stipulated in the Contract. The contractual penalty is due upon the appeal of the legitimate party.
- 9.2 One can withdraw from the contract for legal reasons or the reasons expressly stipulated in these GC. The withdrawal shall be effective at the moment of its delivery to the other party and the contract shall be cancelled at the moment of the delivery of the withdrawal notice (with the ex-nunc effects).

- 9.3 Any Contracting Party shall be entitled to withdraw from the Contract only if the other Contracting Party breaches the Contract seriously.
- 9.4 The serious breach of the Contract shall include, in particular:
 - 9.4.1 The User is on default with the payment of any Commissions more than seven (7) calendar days.
 - 9.4.2 The User breaches his/her obligation stipulated in art. 4.16, 4.18 and/or 4.19 of the Contract.
 - 9.4.3 The User breaches any rights stipulated within the Right to Use, in particular he/she transfers the Right to Use or grants the Right to Use to any third parties, although such transfer of granting is not effective, or he/she makes the Stream accessible to other person than the Customer with the Active Service.
 - 9.4.4 The Provider shall submit the data obtained from the User on the basis of this Contract to a third party in breach of this contract.
 - 9.4.5 The Provider fails to meet repeatedly (more than three times per year) the terms agreed under the art. 5.6 of this Contract or he/she exceeds them 2.5 (two and a half) times.
- 9.5 The Provider shall always be entitled to suspend the provision of the services according to the Contract, in particular make unavailable, disconnect or switch off the IS or the Application (to the User and the Customers), including all its functionalities in the event of a serious breach of the contract by the User until the breach is removed; if it is not removed, until the termination of the Contract. The Provider shall have the right to send the User the notice of the intention to perform these actions at least three (3) calendar days in advance.
- 9.6 Furthermore, any Contracting Party shall have the right to withdraw from this Contract in the event that it has been decided on (impending) bankruptcy of the other Contracting Party within insolvency proceedings and/or the other party is subject to the liquidation and/or the insolvency proceedings are going to be started with it on the basis of its debtor insolvency proposal. The Contracting party, which is insolvent or which is threatened by insolvency, shall be obliged to notify the other Contracting Party of this fact without undue delay, otherwise it shall be held liable for the damage thus occurred.
- 9.7 The withdrawal from the Contract is without prejudice to the claim of any Contracting Party to the application of the contractual penalties or compensations for the damages for the duration of the Contract in full.

Article 10 Commissions

- 10.1 The User undertakes to pay Commissions for the performance provided according to the Contract.
- 10.2 The User undertakes to pay the Provider commissions for the Services according to the Contract (i.e. the product solutions), including the IS operation in the "cloud" (hereinafter referred to as the "**Commission for the Cloud**"). The amount of the Commission for the Cloud is set out in Annex No. 1 to the Contract.
- 10.3 The User undertakes to pay the Provider the Commissions for the Services according to the Contract for the IS modules set out in Annex 1 to the Contract (or another agreement) (i.e. the product solutions), including their operation in the "cloud" (hereinafter referred to as "**The Commission for the Module Services**"). The Commissions for the Module Services are set out in Annex 1 to this Contract. In the event that the Commissions for the Module Services

are not agreed, it shall not mean obtaining any module or the Right to Use to its free usage, unless expressly agreed by the parties.

- 10.4 Unless otherwise agreed between the Provider and the User, the User shall be obliged to pay all Commissions even if the User aggregates other service providers who will offer the Active Service to the Customers. For the purposes of Commission calculations, all Active Services or any actions, Streams, etc., performed by the User as well as any other service provider (or if they are provided for them) shall be taken into account.

Article 11 Terms of Payment

- 11.1 The User undertakes to pay all Commissions on a monthly basis according to Annex 1 or budgetary proposal document which is signed by both parties and part of contract documents between both parties. The payment is based on the issued invoice, in the maturity stated in the invoice. The User shall pay the amount for the IS Customisation after it is completed, or after the cancellation of the order acceptance, on the basis of the invoice issued by the Provider. The invoice maturity shall be at least 14 days from the date of its issuance, if not otherwise agreed between the Contracting Parties or unless longer maturity is not stated in the invoice (the maturity of the Commission corresponds to the invoice maturity).
- 11.2 Each payment made for the benefit of the Provider shall be considered paid on the day of its crediting to the Provider's bank account.
- 11.3 All prices, payments and commissions or other financial implementations agreed in this Contract are net of taxes and fees and net of VAT; they shall be increased by the applicable rate of VAT provided that they are subject to VAT. Any taxes, custom duty or other fees, if applicable, shall be paid by the User; if paid by the Provider the Commission shall be increased accordingly. The Contracting Parties shall be obliged to notify themselves of the facts relevant to VAT accounting, including whether they are or are not VAT payers and whether the provided performance is exempt from VAT. The Contracting Parties shall be liable for any harms resulting from the breach of these obligations.
- 11.4 Unless otherwise agreed in the Contract, it applies that all Commissions shall be paid in American dollars (USD). All bank transfer costs and fees (especially if paid by a wire transfer) shall be borne by User.
- 11.5 The provider together with User can discuss payment in another currency in case of any damage of current one or equally / lower exchange rate than 8% from the time of signing the contract and its CG.
- 11.6 All payments are non-refundable. Once payment is made, it is considered final and no refunds will be provided under any circumstances.
- 11.7 For payments made via card, the customer agrees to provide accurate and up-to-date card information. The company will securely process card payments in accordance with industry standards. Any issues or discrepancies with card payments should be promptly reported to the company for resolution.

Article 12 Privacy Policy and Cookies

- 12.1 For the purpose of this article on the privacy policy and cookies, the User shall mean each visitor to the Web (i.e. the Customer, in particular).

- 12.2 The Provider shall have the right, within the performance of the subject of the Contract, to process personal data and sensitive information of the User or other personal data entered to the IS and the Application in particular by the Customers, to reach the purpose of the Contract, in accordance with the applicable and effective legal regulations. The User agrees with that. The Provider undertakes to process the data in accordance with the applicable and effective legal regulations. The provider undertakes to take such technical and organisational measures while processing the personal data, so that any unauthorised or inadvertent access to them, their modification, destruction or loss, unauthorised transmission, leak or other unauthorised processing are prevented.

- 12.3 The User shall always be a personal data controller. He/she shall also be held liable for the correctness, accuracy and truthfulness of the personal data and their compliance with the law. The Provider is the processor of personal data only to the extent referred to in art. 12.2 of GC.

- 12.4 The Provider undertakes to respect confidentiality on all facts, he/she finds within the performance of the Contract, in particular to respect confidentiality on the personal data of people included in the IS and the Application and on safety measures, whose disclosure would compromise the security of personal data.

- 12.5 The User acknowledges that automatic means for data collection, especially cookies files, will be used in the IS Public Section. The User undertakes to notify clearly the users of the IS Public Section of this fact and its effects.

Article 13 Confidentiality

- 13.1 The Contracting Parties confirm that all information (including personal data) referred to in the Contract is confidential and they have a nature of trade secrets (hereinafter referred to as "**Confidential Information**"). The Contracting Parties shall be obliged to maintain the confidentiality concerning the Confidential Information.

- 13.2 The obligation to maintain the confidentiality according to this article of GC shall mean, in particular, the obligation to refrain from any acts, by means of which the Confidential Information is communicated or made available to any third party or the Confidential Information is used in violation of their purpose for personal needs of for the needs of any third party, or the Confidential Information is allowed to be used by any third party.

- 13.3 The Contracting Parties shall be entitled to submit the Confidential Information to their employees who need to know it for the purpose, for which they were provided; the employees shall be bound to protect the Confidential Data in the same scope, as stipulated in this article. The Contracting Parties shall also be entitled to provide the Confidential Data to other persons who work for them (such as lawyers, auditors, tax consultants etc.), if it is necessary for the performance of the activities of these persons for the Contracting Party.

- 13.4 The obligation of the Contracting Parties to protect the Confidential Information, as referred to in this article, shall not apply in the events when:

- 13.4.1 this information is publicly available or known at the moment of their usage or disclosure, provided that their public availability or acquaintance did not happen as a result of the breach of legal or contractual obligation, or

- 13.4.2 the obligation to disclose the Confidential Information results from the act or any other legal regulation or from the final decision of the Court, the arbitration body or the administrative authority.
- 13.4.3 The Contracting Parties shall jointly indicate the interest to the disclosure of the Confidential Information;
- 13.4.4 it concerns the disclosure of information in the companies forming the holding of the Contracting Parties.
- 13.5 The obligation of one Contracting Party to protect the specific Confidential Information according to this article does not apply to the cases, when the fault of the other Contracting Party causes that the Confidential Information becomes publicly disclosed.
- 13.6 The Contracting Parties undertake to comply with the obligations arising from this article of GC without any time limit after the termination of the Contract.

Article 14 Liability for Damage and Compensation for Damage

- 14.1 The issues of liability and compensation for damage shall be governed by applicable and effective legislation and directly applicable European Union legislation or other legislation.
- 14.2 The Contracting Parties shall waive all liability for failure to comply with their obligations arising from the Contract for the duration of the force majeure, if it was not possible to require from them to prevent the failure to fulfil their obligations from the Contract due to the force majeure.
- 14.3 For the purpose of the GC, the force majeure shall mean any event independent of the will of the Contracting Parties, which prevents performance of the contractual obligations and which could not be foreseen at the time of the Contract. The force majeure shall mean, in particular, natural catastrophes, fires, explosions, strong gales, earthquakes, floods, wars, strikes and other events, which are out of control of the Contracting Parties.
- 14.4 During the action of the force majeure, the performance of the obligations arising from the contract is suspended until the termination of the force majeure or removal its consequences; the Contracting Parties undertake to remove the consequences without undue delay after the termination of the action of the force majeure.
- 14.5 The Provider shall not be held liable for services provided by other subjects (including electric power supply, Internet connection, availability of the Provider's Device, Broadcasting Source, etc.), its quality, quantity, any other consequences or rights and obligations connected with these services, accessory, etc.
- 14.6 The Provider shall not be held liable for the behaviour of individual Users or Customers or for their way of the use of Web, IS or the Application, in particular the one which is not in accordance with these GC or applicable and effective legislation, or for the damages and harms suffered in this way.
- 14.7 The Provider shall not be held liable for the legality, correctness, contents of the data or any other data entered by the User or the Customers to the IS or the Application or taken from the IS or the Application or for any damages and harms suffered from these data and information.
- 14.8 The Provider shall not be held liable for damages resulting from outages of the Web, IS or the

Application, which were not brought about by him/her, in particular the outages caused by the failure in power supply.

Article 15 Dispute Resolution and Governing Law (Venue)

- 15.1 The relations arising from the GC and the Contract shall be governed by the Czech Law. If this provision becomes invalid or ineffective for any reason, it applies that the relations are governed by the Czech Law to the maximum extent (i.e. in the scope, in which the provision on the selection of the law is applicable and effective) and in the rest mainly by the directly applicable EU law or by any other EU law. The Contracting Parties may agree on the applicable law differently.
- 15.2 The Contracting Parties undertake to comply with all applicable and effective legislation, including the EU legislation, within the execution of this Contract and GC. Due to the fact that non-cash payment transactions are also included in the performance of the Contract, the Contracting Parties undertake to fulfil mainly the obligations arising from the regulations on measures against laundering of the proceeds from crime, in particular the European Parliament and Council Directive No. 2005/60/EC of 26 October 2005, on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing, or the European Parliament and Council Directive No. 2015/849 of 20 May 2015, on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC.
- 15.3 The Contracting Parties shall address all disputes between the parties arisen from the Contract or in connection with mainly by mutual agreement and without undue delay.
- 15.4 All disputes arisen from the Contract and in connection with it shall be definitely decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic in accordance with its rules by three arbitrators; each Contracting Party shall choose one arbitrator and then they shall chose their president. The official language is English, unless the User is a Czech or a Slovak entity; should this be the case, the official language is Czech. To exclude all doubts, it is expressly stated that the Czech entity is an entity based (including the residence of the division), the place of business or permanent address in the territory of the Czech Republic; mutatis mutandis for Slovakia. The venue is Prague as the capital city of the Czech Republic.

Article 16 The Communication of the Contracting Parties

- 16.1 The general communication between the Contracting Parties shall be led in person, by telephone or via e-mail by contacts expressly stated in the Contract, unless otherwise stated in the Contract or unless otherwise agreed by the Contracting Parties.
- 16.2 For e-mail communication, the e-mail addresses given in the heading of the Contract or at specific persons shall be used; if they are not available, then other addresses which are known to the Contracting Parties, shall be used, in particular because they were

communicated within the conclusion of the contractual relationship.

- 16.3 If any of the above-mentioned addresses is not functional or if the mailbox is full, the matters which can be dealt with using an e-mail according to the Contract can be arranged by fax or in a written form.
- 16.4 Any postal consignments sent by one Contracting Parties to the other Contracting Party shall be considered delivered on the day of their actual delivery to the other Contracting Party (including the refusal of acceptance), or in the event that the other Contracting Party is not reached for any reason or if it has moved away or if it does not reside or stay at the address stated in the Contract, upon elapsing of ten days from the date when the consignment was deposited with the postal service provider or other messengers.

Article 17 Changes to GC

- 17.1 The Provider shall be entitled to modify and amend the GC. Each new Contract shall be concluded on the basis of the valid and effective GC. A new consent of the User is always needed when the change to GC takes place in the course of the duration of the Contract; without the consent, neither the IS nor the Application can be used. In the event that the User will be allowed to continue to use the IS or the Application after the change to GC without their reconciliation, it shall be proceeded according to the art. 17.2 of these GP.
- 17.2 The parties note that the Contract is concluded in the ordinary course of trade and a reasonable need for its later change arises from the nature of the obligation and due to its long-term performance and nature; the Provider shall, therefore, be entitled to unilaterally change these GC under the conditions stipulated in this provision of GC. The changes shall be communicated via IS or any other appropriate way, at least 15 days before their effectiveness. If the User does not agree with the change, he/she shall be entitled to terminate the Contract, but no later than at the moment when the new GC or the changes to them enter into force. Should this be the case, the notice period shall be 1 month and it begins from the first day of the month following the month, when the notice is demonstrably delivered to the Provider.
- 17.3 The applicable GC can be viewed in the IS Non-Public Section.

Article 18 Final Provisions

- 18.1 This GC are an integral part of the Contract
- 18.2 The User hereby declares that he/she has acquainted with the GC prior to the Contract was concluded and that the GC are well-known to him/her.
- 18.3 The Contracting Parties shall exclude the possibility of the acceptance of the offer (change to the Contract, GC and/or the creation of any other new commitment) sent by one Contracting Party in the response of the other party with the amendment or a variation; such receipt of the responses with the amendment or the variation shall always be considered a new offer.
- 18.4 The Contracting Parties further agree that:
- 18.4.1 if the expression can be interpreted differently, it shall not be interpreted to the detriment of the one who used it as the first;
- 18.4.2 any undue delay with the application of the law does not affect the right to possible interests or penalties (without the prejudice to the limitation period);

- 18.4.3 if one party determines an additional period for performance to the other party (even if the party declared that it would not extend the period), the Contract is not terminated after this period.
- 18.5 The Contracting Parties are entrepreneurs, they conclude the Contract in their business and no part is weaker in this relationship.
- 18.6 The arrangement in the Contract takes precedence over the GC. However, if any of the arrangements in the Contract becomes invalid or unenforceable, the arrangement of the GC instead of the arrangement in the Contract shall be used.
- 18.7 If the GC refer to a damage, the damage shall mean an injury including all specific claims, from which it is composed by course of the relevant legislation.
- 18.8 By the termination of the Contract, no rights or obligations of the Contracting parties of the GC, which must survive until they are fulfilled, cease; they concern in particular, Provider's receivables for the User and other User's commitments, especially Provider's penalty claims.
- 18.9 If any of the provisions of the Contract or GC is or becomes invalid, defeasible or unenforceable, it shall not affect the validity and enforceability of other provisions of the Contract or GC, if this provision can be separated from the whole. The Contracting Parties undertake that they will make best effort to replace the faulty provision with a perfect one, when the contents and the effect of such a provision will be as much similar as possible to the invalid, defeasible or unenforceable provision.
- 18.10 These GC shall have force and effect on 26 September 2017. If the contract is concluded after this date, it shall have force and effect on the day of the Contract Conclusion.