

Všeobecné obchodní podmínky

General Terms and Conditions

of Robotron Database Solutions s.r.o.

(Version: 03/2023)

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1 SCOPE

- 1.1 The following General Terms and Conditions apply to all contracts for the provision of any performances (services or deliverables) by Robotron Database Solutions s.r.o. (hereafter referred to as „Robotron“) to customers.
- 1.2 These General Terms and Conditions shall only apply vis-à-vis customers that are entrepreneurs (podnikatel in terms of § 420 Občanský Zákoník).

2 CONCLUSION OF CONTRACTS; CONTRACT COMPONENTS

- 2.1 The contract consists of the following components, in the following order:
 - ▶ offer of Robotron (or individual contract);
 - ▶ any documents referred to in the offer or individual contract;
 - ▶ any particular separate performance description of Robotron (or specification of requirements, service description, maintenance or support conditions, SLAs, negotiation protocol, etc., as applicable), where provided;

- ▶ these General Terms and Conditions;
- ▶ the provisions of the Občanský Zákoník (Czech Civil Law Code).

- 2.2 Any diverging or additional contractual terms of Customer, in particular Customer's conditions of purchase, shall not apply, regardless of whether such conditions are referred to in requests for submission of offers, or in orders, or otherwise, even if Robotron does not expressly object to such conditions. Any conditions that diverge from these General Terms and Conditions shall only apply if Robotron expressly acknowledges them in writing.
- 2.3 Any precontractual statements or supplementary agreements will only be part of the contract if they are expressly confirmed by Robotron (at least in text form).

3 PRINCIPLES OF PERFORMANCE PROVISION

- 3.1 The scope of performance is specified in the offer of Robotron, or in the particular contract components (see clause 2.1 above).
- 3.2 Any due dates or terms referred to in the contract with regard to performance provision shall only be binding if they have been acknowledged by Robotron in writing as binding. Such due dates or terms shall also be subject to the timely provision of any subcontractor performance.
- 3.3 Any performances not expressly specified in the contract shall be out of scope of performance.
- 3.4 Robotron may - where deemed appropriate - provide partial deliveries or partial performances.
- 3.5 The Parties may specify detailed acceptance criteria, or acceptance conditions, as applicable.

- 3.6 Robotron is entitled to make use of third parties as subcontractors. In particular, Robotron may involve its parent company (Robotron Datenbank-Software GmbH, Germany) as a subcontractor for particular parts of performance.
- 3.7 Each party shall appoint a responsible contact person or project manager, who shall be responsible for promptly making any decisions required for proper performance, and for any coordination. Any decisions shall be documented.
- 3.9 The contractual performance will be provided at the location of Robotron, as far as not agreed otherwise.
- 3.10 In the case of a shipment in connection with the provision of performance, the risk will pass to Customer as soon as Robotron has handed the shipment over to the transport person.
- 3.11 In case of force majeure (e.g. measures of labour disputes, natural disasters, transport delays, production disruptions, restrictions due to an epidemic/pandemic, unrest, or other impeding or unforeseen circumstances that are outside of Robotron's sphere of influence or responsibility), Robotron shall be released of any performance obligation for the duration of the force majeure. Any due dates or terms shall be postponed by the duration of the force majeure. This also applies the force majeure event occurs at a subcontractor or supplier of Robotron.
- 3.12 Changes to the agreed scope of performance can only be made by mutual agreement. Where Customer requests any additional performances, this shall be subject to separate remuneration.
- 3.13 In addition, the statutory provisions of the Občanský Zákoník shall apply, in particular with regard to
- ▶ the type of contract (pursuant to the agreed performance),
 - ▶ completion or acceptance of performance,
 - ▶ warranty for defects,
 - ▶ mutual responsibilities of the parties,
 - ▶ etc.

4 OBLIGATIONS OF CUSTOMER

- 4.1 Customer shall without particular request provide to Robotron any support, and shall meet any preconditions within his sphere, which may be reasonably required for the proper provision of the agreed performance.
- 4.2 In particular, Customer shall timely provide any required information, data, test cases, equipment, work places, or other required items. As far as required, Customer shall provide a remote access to his system. Customer shall further – as far as reasonably required for the provision of performance, and as far as not

within the scope of Robotron's performance – provide any required hardware or software licenses. As required, Customer shall ensure to make available competent personnel and contact persons during the entire term of performance provision.

- 4.3 Any individual contract between the parties may specify detailed cooperation obligations of Customer.
- 4.7 As far as Customer does not meet any cooperation obligations, Robotron shall not be responsible for any delays, or any negative consequences on the provision of performance. Any due dates or terms shall be postponed accordingly.

5 ADDITIONAL PROVISIONS FOR SPECIFIC PERFORMANCES

5.1 *Provision of software*

Regarding the provision of software, the following applies, insofar as not agreed otherwise:

- a) The usage rights are provided in clause 7.
- b) Any additional services, e.g. project work, installation, introduction, consulting, training, etc. are subject to a separate agreement and remuneration.
- c) As far as not agreed otherwise, source code will not be provided. Regarding standard software, a provision of source code is strictly excluded under any circumstances.

5.2 *Cloud services*

Regarding cloud services (SaaS, PaaS, IaaS, etc.), the following applies:

- a) The scope of service, any availability requirements, SLAs, etc., are determined in the contract, or in the applicable service description. The usage rights are provided in clause 7.
- b) Customer shall be solely responsible for any applications/content etc. which he operates in the cloud environment, and which do not derive from Robotron.
- c) Customer shall observe confidentiality regarding any access data, and access by authorised users only. Customer shall be responsible for a correct use by his users. Any instructions of Robotron regarding IT and information security shall be observed.
- d) Where any third-party cloud services are used, that provider's cloud conditions shall apply additionally.

- e) Customer shall inform Robotron in due time about the commissioned processing of any personal data (in this case clause 11.2 applies).

5.3 Support

Regarding any support or maintenance services (regarding software, hardware, cloud services, etc.), Robotron's (or manufacturer's) support/maintenance conditions apply, as provided.

5.4 Provision of hardware

Regarding the sale (or rental) of hardware, the following applies, insofar as not agreed otherwise:

- a) The details of delivery (and in the case of rental: return), e.g. the parties' responsibilities, any INCOTERMS, conditions, etc., will be determined in the contract and coordinated by the parties.
- b) Any additional services, e.g. installation, introduction, consulting, training, etc. require an explicit agreement, and are subject of a separate remuneration.
- c) Where hardware contains any software, the right to use such software shall be restricted to the use of the hardware in accordance with the contract. Additionally, clause 7 applies.
- d) Upon return of rented hardware, Customer shall be responsible for the deletion of his data.
- e) The disposal of bought hardware after end of use is sole responsibility of Customer.

6 TERM AND TERMINATION

- 6.1 The term and termination will be agreed in any particular individual contract. Where a contract does not contain a termination provision, the statutory provisions shall apply.
- 6.2 The notice of termination must be made in writing.

7 RIGHTS OF USE

7.1 Provision of Robotron standard software (on-premises)

Insofar as Robotron provides its own standard software to the Customer, the following applies:

- a) Upon complete payment of the agreed remuneration, Customer will obtain a non-exclusive, non-transferable, non-sublicensable, perpetual right to use the contractual standard software including

user documentation, for Customer's own, internal use.

- b) Customer may use the software only within the agreed quantity structure, or within the specified system environment.
- c) Any further usage rights are not granted. In particular, any not expressly agreed reproduction, modification, translation, distribution, communication, making available, or other use of the software or its documentation, beyond the scope of use in accordance with the contract, or any exploitation towards third parties, is excluded. The right to make a copy for backup purposes remains unaffected. As far as it is not expressly permitted by law, any reverse engineering, decompiling, disassembling, or other conversion into generally readable forms is not allowed.
- d) As far as not expressly agreed, a parallel operation on several, independent systems is not allowed.
- e) In deviation from subsection a), the Parties may agree a usage right which is in terms of time restricted to the agreed term. Upon end of the term, Customer's usage rights shall cease; any reproductions (in particular any installations of software) must be deleted completely; Customer shall confirm deletion upon request.

7.2 Provision of third party software (on-premises)

Insofar as standard software of a third party manufacturer is provided, the following applies:

Customer will obtain a non-exclusive, non-transferable, non-sublicensable right to use the contractual standard software in accordance with the third-party licence conditions. Such licence conditions shall be a part of the contract. The licence may be granted perpetually or for the agreed term, as specified in the contract.

7.3 SaaS / cloud applications

Insofar as a software as a service (SaaS) use, or cloud application use, is agreed, the following applies:

- a) Customer will obtain a non-exclusive, non-transferable right, in terms of time restricted to the agreed term, to access the software functionalities through the Internet, to the agreed extent, and as far as required by the agreed contractual purpose.
- b) Insofar as third-party software is provided for SaaS use, the third-party licence conditions shall apply.
- c) Any further rights are not granted. Customer shall in particular not have the right to make access to the software or its functionalities available to any

third parties, or to other users than the ones agreed.

- d) Insofar as a software is required to be installed at the Customer for making use of the SaaS service, Customer will obtain a non-exclusive, non-transferrable, non-sublicensable usage right, in terms of time restricted to the agreed term, as far as required by the agreed contractual purpose.

7.4 *Developments and project performances*

Insofar as any customer-specific development (e.g. an individual development, a modification or customising of software, or any installation or integration, any concept development, or any other individual work, or project performance etc.) is agreed, the following applies:

As far as not agreed otherwise, Customer will obtain a non-exclusive, perpetual, non-transferrable, non-sublicensable right to use the results of the performance, as far as required by the agreed contractual purpose.

7.5 *Software maintenance*

Regarding any code programming, modification, or further development of software made in the course of software maintenance (in particular patches, updates, upgrades, or new releases), the scope of usage rights shall apply as contractually agreed with regard to the particular maintained software, or its previous version.

7.6 *Training documents*

Regarding training documents, Customer will obtain a non-exclusive, perpetual, non-transferrable, non-sublicensable usage right for Customer's own, internal use. As far as not expressly agreed, a reproduction is not permitted. Any distribution, making available, communication, or any recitation of the training documents is not allowed.

- 7.7 A right of use may only be transferred with Robotron's consent. Where a usage right is legitimately transferred, Customer's usage rights will cease; any reproductions (in particular any installations of software) must be deleted completely.

8 REMUNERATION AND PAYMENT CONDITIONS

- 8.1 The remuneration as well as particular payment conditions will be determined in the contract. A remuneration may in particular be agreed on a fixed price basis, or on a time and material basis.

- 8.2 Any prices specified in the contract are generally net prices where the then current statutory VAT (daň z pridanej hodnoty) shall be added.

- 8.3 Robotron will issue invoices upon provision of performance. Robotron may invoice partial performances separately. The Parties may agree advance payments which will be invoiced before performance provision.

- 8.4 Where a remuneration is agreed on a time and material basis, the services will be invoiced according to the agreed hourly rate, and according to a timesheet indicating the working hours spent. A person-day consists of eight hours. If not agreed otherwise, services will be invoiced monthly.

- 8.5 Insofar as not agreed otherwise, any travel costs, or incidental costs, shall be invoiced separately according to the actual costs.

- 8.6 Robotron reserves the right to increase the prices yearly in its reasonable discretion, as objectively appropriate on the market. This applies in particular to any services or continuing performances, such as software maintenance, support, hosting, SaaS services, operational services, etc., as well as hourly/day rates. An adjustment to inflation shall be deemed reasonable. Robotron will notify Customer about such an increase within a reasonable period before the increase is supposed to become effective. Customer shall have the right to terminate the contract if the price increases by more than 10 percent; the termination must be declared within 2 weeks from receipt of the notification about the increase, otherwise the increased prices shall be assumed as agreed.

Insofar as regular automatic price increases are determined and agreed, no specific information is required, and no termination right applies.

- 8.7 Insofar as not determined otherwise, payments are due without any reduction within 30 days from receipt of invoice. Any discount is not granted.

9 LIABILITY

- 9.1 The liability of Robotron shall per contractual year be limited to the amount of remuneration of the particular contractual year. Liability for any indirect or consequential damages (e.g. loss of profit, business interruptions, etc.), shall be excluded.

- 9.2 In addition, the statutory liability provisions shall apply.

10 LIMITATION

The limitation period for any claims between the parties is one year (§ 630 (1) Občanský Zákoník).

11 DATA PROTECTION

- 11.1 The parties will act in compliance with the applicable data protection provisions. This includes in particular the requirements of the General Data Protection Regulation – GDPR, and the Zákon o ochraně osobních údajů (Czech Data Protection Act).
- 11.2 Insofar as the contractual performance contains a commissioned processing of personal data on behalf of Customer (Art. 28 GDPR), the Parties shall conclude a data protection agreement pursuant to Art. 28 (3) GDPR. The Customer is “Controller” in terms of Art. 4 GDPR. Robotron will process any personal data only according to the contract and as instructed by Customer.
- 11.4 Insofar as not agreed otherwise, Robotron will delete any stored data upon termination of the contract.

12 CONFIDENTIALITY

- 12.1 Both Parties shall treat any information, or documents, obtained in connection with the cooperation, or in the course of preparation or performance of the contract, as confidential. Such information constitutes a trade secret. It must be protected with appropriate measures. Such information may only be used for purposes of the agreed cooperation. A disclosure to any individuals or third parties who are not involved in the performance of the contract requires the prior written consent of the respectively other Party.

- 12.2 The Parties shall impose these obligations on their personnel and on any possibly involved third parties.
- 12.3 The Parties may disclose any confidential information to affiliated companies, or to involved subcontractors, or to any external consultants, accountants, legal counsels, etc., who are bound by confidentiality obligations.
- 12.4 The confidentiality obligations do not apply where such information had already been rightfully known to the Parties beforehand, or where such information becomes known to the Parties outside performance of the contract without violation of a confidentiality obligation, or where such information must be disclosed according to a binding court or administrative decision.

13 FINAL PROVISIONS

- 13.1 Should any conditions of the contract be invalid, then this will not affect the validity of the remaining conditions. The Parties will jointly replace the invalid provision with a valid provision which comes closest to the purpose of the invalid provision. This applies accordingly in the case of any contractual loopholes.
- 13.2 Changes and amendments to the contract require written form.
- 13.3 The contractual relation shall be subject to Czech law.
- 13.4 The place of jurisdiction for all disputes arising from the contractual relationship shall be Prague.