General terms and conditions of the company EmbedIT s.r.o. for the provision of Services

1. Introductory provisions

These general terms and conditions for the provision of Services (hereinafter referred to as the "**Terms and Conditions**") govern the rights and obligations arising from the legal relationships created in connection with the provision of Services by **EmbedIT s.r.o.**, ID No.: 171 39 708, with its registered office at Evropská 2690/17, 160 00 Prague 6, the Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 367199 (hereinafter referred to as the "**Provider**") to the person ordering the Services (hereinafter referred to as the "**Client**").

2. Definitions

For the purposes of these Terms and Conditions the terms below shall have the following agreed meaning:

2.1 "**Applicable Laws**" means any court judgement or statute, directive, treaty, regulation, rule or policy issued by a regulatory authority which is applicable to the general business operations of a party and (a) in the case of the Provider, is applicable to Provider's delivery, provisioning and billing of the Services; and (b) in the case of Client, is applicable to Client's receipt, use of, and payment for the Services.

2.2 "**Confidential Information**" means all information provided by one Party ("**Disclosing Party**") to another Party ("**Receiving Party**") in connection with the performance of the Contract, in any medium or format (including written, oral, visual or electronic, and whether or not marked or expressly denoted as "confidential"), together with all copies, which relates to a Disclosing Party (including its business and operations, including prices, as well as concepts and knowledge, including the results of research and inventions, knowledge about technologies and methods used, "know-how", designs, drawings, specifications, etc) or to its employees, officers, customers or suppliers and members of the respective Party's group (including any affiliates) or their employees, officers, customers or suppliers), and which is directly or indirectly disclosed by the Disclosing Party to the Receiving Party in the course of their dealings relating to the Contract, whether before or after the date of the Contract.

2.3 "**Contract**" means the contract for the provision of Services concluded between the Client and the Provider on the basis of the Offer and the Order, the contents of which shall be formed by these Terms and Conditions, as well as the Offer and the Order.

2.4 "**Force Majeure Event**" means circumstances that temporarily or permanently prevents a Party from fulfilling its obligations under the Contract and which is exceptional unforeseeable, insurmountable, independent of the will of either Party and beyond the reasonable control of Provider or of the Client. Force Majeure Events include floods, earthquake or any natural disaster, war, terrorist attack, sabotage, revolution, invasion, insurrection, strike, lockout or other event during plant operation, rebellion, civil riots, mob violence, blockade, embargo, boycott, use of military force, fire, explosion, epidemic, quarantine, and/or conduct or constraints by the government, including the imposition of restrictions or embargoes on imports exports. Force Majeure Event shall also include unexpected delays of Provider´s suppliers, that cannot be influenced by the Provider or failure of any third-party system, infrastructure, software or application.

2.5 "**Intellectual Property Rights**" mean any of the following rights anywhere in the world, whether registered or unregistered: trade secrets, patents and application for patents, trademark rights, service mark rights and domain name rights and applications for the same, rights in unregistered trademarks and rights in trade names and business names, copyright (including copyright in software and databases), database rights, rights in designs and rights in inventions, and any rights of similar effect or nature as any of the foregoing.

2.6 "**Proprietary Items**" shall have the meaning set out in Clause 7.6 hereof;

2.7 "**Offer**" means the Provider's offer to provide the Services, which refers to these Terms and Conditions.

2.8 "**Order**" means the Client's binding written request for the performance of the Services, which has been issued by the Client according to the Provider's valid Offer.

2.9 "**Personal Data**" have the meaning set forth in the Regulation of European Parliament and Council (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

2.10 "**Place of provision of Services**" means the place where the Services are provided and which is specified in the Offer or in the Order. If no Place of provision of Services is listed in either of these documents, the Place of provision of Services shall be the Provider's registered address, whereas the Client is required to provide the Provider with the possibility of remote network access so that the Provider can provide the Services via remote access from its registered address.

2.11 "**Privacy Statement**" means the then-current privacy statement describing Provider's treatment of Personal Data in its general business administration, management, and operations, which is made available at https://www.embedit.com/gdpr (or successor site) and as may be updated by the Provider (or its parent company) from time-to-time (effective upon publication).

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2.12 "**Sanctions lists**" shall mean lists of individuals and entities that any one or more of European Union, United States of America, United Nations, or the local government, international organisation, supranational organisation or any related agency, has listed as the target or subject of Sanctions.

2.13 "**Sanctions**" means economic and, or trade-based restrictive measures taken by a government or international body to promote foreign policy or national security goals against certain states, geographies, governments, transactions or persons.

2.14 "**Services**" means consultancy, training, installation or implementation services, development services (besides the custom software development), the maintenance and technical services, project management and other information technology services, which the Provider is obliged to provide under the Contract, and which are specified, in particular, in the Offer.

2.15 "**Work**" shall mean a software unit consisting of conceptual work, program code, and / or a database, and / or graphic works, and / or texts or other parts that could be considered a copyright work under the Applicable Laws (either in its entirety or in its individual development phases).

3. **Order and creation of Contract**

3.1 A Contract shall be concluded on the basis of an Order which has been issued by the Client according to the Provider's valid Offer. The Offer and the Order also include these Terms and Conditions. By making out an Order the Client acknowledges that it has read these Terms and Conditions and that it considers them to be part of the Contract concluded between the Client and the Provider.

3.2 The Client's Order made out on the basis of the Provider's Offer must be in the following form: (i) the original written Order delivered to the Provider, for example by post or in person, (ii) a PDF, html or another form of a document that has been delivered to the Provider as an email attachment or otherwise electronically, (iii) the Client's e-mail accepting the Provider's Offer with an express reference to the Provider's valid Offer, which can be clearly identified from such reference (e.g. by the Offer number and/or Offer title and/or subject of the Order / price of the Order). The Order must always (with the exception of the case in point (ii) and (iii) of this paragraph) be signed by the Client's authorised representative. An Order made out in this way by the Client shall be deemed binding. The Client's Order shall also be deemed sufficient if it contains an express reference to the Provider's valid offer, which can be clearly identified from such reference.

3.3 Individual contracts are concluded on delivery of an Order to the Provider if the Order fully matches the Offer and does not contain any deviations, additions, reservations, limitations or other changes compared to the Offer.

3.4 If the Provider's confirmation of an Order is required by the Client, the Provider shall confirm the Order without undue delay after receiving it by email. However, if the Order fully matches the Offer, the Contract shall be concluded as soon as the Order is received (see paragraph 3.3 above).

3.5 The subject-matter of a Contract concluded in the above manner is the Provider's commitment to provide the Client with the Services according to the specifications in the Offer pursuant to the further conditions contained in the Contract, and the Client's commitment to pay the agreed price for the Services, all according to these Terms and Conditions.

4. **Price and payment terms**

4.1 The Client agrees to pay the Provider the agreed price for the Services provided under the Contract. The binding price of the Services is specified in the Offer. The price given in the Offer is deemed to have been arranged as a fixed amount, unless expressly agreed otherwise. The price of the Services might be based on the actual MDs (mandays) being provided and the agreed MD rate stated in the Offer, while one (1) MD shall mean eight (8) working hours. For the avoidance of doubt the Parties agree that if less than eight hours are worked on a given day, the price will be calculated pro rata based on the documented number of hours worked by the Provider for that day and the agreed MD rate.

4.2 The prices in the Provider's offer do not include value-added tax or any similar tax (if applicable), which shall be added to the price by the Provider according to Applicable Law, unless it is expressly stated in the Offer that the price is inclusive of value-added tax.

4.3 The Client is responsible for all taxes (e.g. value added tax or any withholding taxes) imposed on it in connection with the payment of price and for their determination and payment to the local authority according to Applicable Laws. All payments to be made by the Client to Provider under the Contract shall be made free and clear of and without deduction for or on account of tax unless the Client is required to make such a payment subject to the deduction or withholding of tax, in which case the sum payable by the Client shall be increased to the extent necessary to ensure that Provider receives a sum (after necessary deduction or withholding) equal to the sum which it would have received if no such deduction or withholding had been made or required to be made. The above is without prejudice to any taxes, customs and similar concessions imposed on the Provider under its incorporation jurisdiction that shall remain the sole responsibility of Provider.

4.4 Within 10 (ten) working days of withholding of the withholding tax in the country of tax residence of the Client, the Client shall automatically provide Provider the information that such as withholding was made. The Client shall further provide the

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Provider with the tax certificate confirming the withheld tax issued by the tax authority of the country of tax residence of the Client no later than within 5 (five) working days of the date of delivery of such certificate to the Client. The Client should ask the tax authority of the country of tax residence of the Client about this certificate as soon as possible according to the local law.

4.5 If the Services are to be provided by the Provider outside of the Place of provision of Services at the request of the Client, the Provider shall be entitled to reimbursement for travel time and travel expenses, such as accommodation costs, flight tickets, vehicle usage fees. These costs must be approved by the Client before they are incurred or approved by the Client subsequently, otherwise they will not be reimbursed to the Provider.

4.6 The price shall be paid by bank transfer into the Provider's bank account on the basis of the Provider's issued tax document (invoice).

4.7 The price for the Services arranged as a fixed amount shall be invoiced monthly by the 15th day of the current month in an invoice (tax document). The date the tax record is issued shall be the taxable supply date. The price for the Services charged on basis of T&M Model (a model where the price of the Services will be based on the MDs (mandays) actually worked and the MD rate set out in the Offer ("**T&M Model**"), including the costs specified in clause 4.3 above, will be invoiced by the Provider retroactively on a monthly basis. Invoicing will be based on a monthly report for the invoiced period issued by the Provider (hereinafter referred to as the "**Monthly Report**"). The Monthly Report for Services charged on the basis of the T&M model will always contain a detailed description of the actions performed in a given period. This breakdown is not required for performance agreed in the Contract for a fixed flat rate.

4.8 The Client undertakes to either approve the Monthly Report in writing within 5 business days of its submission or to inform the Provider within this period of any deficiencies or discrepancies in the description of Services stated in the Monthly Report (including justification for the identified deficiencies). If the Client fails to respond within the specified period, the Monthly Report will be deemed approved. The Client undertakes not to unreasonably refuse to approve the Monthly Report. If both parties acknowledge the discrepancies in the Monthly Report, the Provider undertakes to submit a corrected Monthly Report to the Client and issue a new, corrected invoice or credit note.

4.9 Invoices shall be payable within fourteen (14) days of the date of issue of the invoice. The Client shall be required to pay the amount in such a way that it is credited to the Provider's bank account on the due date. If any Party is in delay with any payment under the Contract, it shall be obliged to pay the other Party delay interest in the amount of 0.05 % from the amount owed for each day of the delay. In the event of a delay of the Client with the payment of invoices by more than seven (7) days, the Provider shall be entitled to suspend the provision of the Services until the date on which the entire amount owed, including default interest, is credited to the Provider's bank account. Provider will not be liable for any loss or inconvenience (including postponement of time schedule for the provision of Services), suffered by Client because of Provider rightfully exercising its suspension rights according to this section.

5. **Duration of the provision of Services**

5.1 The Provider shall start providing the Services on the date specified in the Offer.

5.2 The Contract is concluded for the period specified in the Offer, or in the Order. If the term of Contract is not specified in any of these documents, it shall be assumed that the Contract is concluded for an indefinite period.

5.3 If the performance under the Contract also includes the provision of digital content (software, including subscriptions), the Provider shall fulfill this part of the obligation under the Contract and this performance shall be deemed to have been provided at the moment when the Provider (or the software manufacturer directly) allows the Client to exercise the right to the software under a license (including a subscription license), i.e. allows the Client to access the software and use it under the license agreement. The Provider shall subsequently issue an invoice (tax document) and send it to the Client.

6. **Rights and obligations of the Provider and of the Client**

6.1 The Provider commits:

6.1.1 To provide the Services hereunder duly and on time through sufficiently qualified and skilled specialists;

6.1.2 To keep providing the Services during the Provider's standard working hours. Unless agreed otherwise, the typical time period for performance of the Services by the Specialists will be a full 8-hour workday, i.e. the Specialists are expected to perform the Services in 8-hour units;

6.1.3 To observe and procure that its specialists providing the Services observe and comply with the instructions provided by the Client to the Provider before the commencement of provision of the Services, unless these will conflict with the Contract.

6.2 If the Provider uses subcontractors, which is the Provider entitled to do in order to provide the Services under the Contract, the Provider shall remain liable for their work to the same extent as the Provider would have had it performed the Services itself.

6.3 The Client commits:

6.3.1 To provide the Provider sufficiently in advance with all necessary instructions, information, documents (and where necessary also with access to the Client's equipment) and procure any cooperation on the Client's side necessary for the due provision of the Services hereunder by the Provider.

6.3.2 ensure that all the Provider's information and materials which the Client has on its premises for the purpose of the Services shall, under all circumstances, be protected against unauthorized access or use by a third party and against misuse, damage or destruction;

6.3.3 to pay to the Provider the agreed Price on the basis of an invoice presented by the Provider in accordance with the Contract;

6.3.4 provide the Provider with remote access to the Client's systems necessary for the provision of the Services;

6.3.5 provide the Provider, at its own expense, with adequate working space and premises for the storage of the Provider's equipment, if necessary for the performance of the Services outside of the Provider's premises;

6.3.6 to provide the Client's professionally qualified internal employees who will be available to the Provider to provide the necessary assistance.

7. Intellectual Property protection

7.1 If any Work is created by the Provider in the course of provision of the Services under the Contract, then the Provider grants the Client an irrevocable and non-exclusive license to use the Work (such use including the making of any enhancements or modifications to such Work) by all known means of use and for all purposes and for the whole period of the duration of the proprietary rights of the Provider to the Work, subject to the condition of the due and timely payment of the price of the Services. The Client is not obliged to use the license. The license is granted to the Client without any limitation as to the quantity or geographical scope.

7.2 The Client is entitled to modify, supplement, complete, amend or otherwise change the Work by any means and without any limitations and without the consent of the Provider and is entitled to include the Work (or any part thereof) in another work. The Client is entitled to sublicense the Work to any third person and to assign the license to any third person.

7.3 The Parties further agree that the remuneration for the granting of the license in accordance with this Clause 7.1 is already considered and included in the Price for Services and that no additional compensation is due to the Provider in this regard.

7.4 The Provider shall be liable for legal defects in a Work that arise if, in using the subject of the Work in accordance with the Contract, the Client violates third party industrial or intellectual property rights if this third party right enjoys protection under Applicable laws. The Client shall be required to notify the Provider without undue delay if a third-party right is exercised. The Provider shall provide the Client with all necessary support and cooperation in any negotiations or proceedings concerning the application of an intellectual property right to a Work by a third party and shall reimburse the Client for the actual damage that it has incurred resulting from the proven breach of the third party's intellectual property right to the work due to its use by the Client. The extent of the compensation shall be limited to the entitlements allocated in the competent court's final decision.

7.5 In case any third party shall file an evidenced claim that the license to the Work provided by the Provider to the Client under the Clause 7.1 infringes such third party's utility model, author right or copyright, trade mark or right to the protection of trade names, or any other Intellectual Property Rights, the Provider shall upon its decision: (i) procure at its own expense the right to use the Work (or parts thereof) by the Client in the same extent, or (ii) adjust the Work in order to avoid further infringement of the Intellectual Property and also to preserve the purpose and subject matter of the Contract. The Provider shall consult the Client about such modifications and will make efforts to make such modification at such times and in such manner as to minimize any loss of income and/or disruption to the operations of the Client or its customers.

7.6 During the performance of the Services, one Party may use products (including software), materials, tools and methodologies that are proprietary to the other Party (collectively "**Proprietary Items**"). Such Proprietary Items shall be deemed to constitute Confidential Information of the Party to which they belong. If such Proprietary Items enjoy the protection of an author's work, then the Party to which the Proprietary Items do not belong shall not have and shall not obtain any rights in such Proprietary Items (or in any modifications or enhancements to them).

7.7 The Provider may not be restricted in any way from developing products or materials that are competitive or similar to the Work, whether for its own needs or for any other purpose. For avoidance of doubts, the Provider shall be entitled to use its general knowledge, skills and experience, ideas, concepts, know-how and techniques that are acquired or used while providing the Services for its other business activities.

7.8 The use of any software whose manufacturer/copyright owner is not the Provider, and which is supplied by the provider under the Contract, shall be governed by the license terms that are supplied with such software. The license agreement for the use of third parties' software shall be directly between the Client and the owner/holder of the copyright to the software. Unless it is expressly stated in the offer that the Provider is the holder of the copyright to the supplied software, the Provider shall not

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be a party to any license agreement regarding the software and so it shall not provide any guarantee or declaration concerning this software, including (but not exclusively) guarantees regarding ownership/authorship, use or operation of such software.

7.9 Licenses to use third-party software and/or support/subscription (maintenance/subscription) to the software are provided by the manufacturer/holder of rights to the software only for the Client and the Client is not entitled to further assign the license or assign the rights to provide support/subscription (maintenance/subscription) to the software to any third party without the prior written consent of the Provider.

7.10 In the event Client elects to communicate to the Provider any suggestions for improvement to any Proprietary Items, provider will, to the extent permitted by applicable laws, be entitled to use such suggestions without restriction or compensation to Client.

8. Confidential Information

8.1 The Parties shall be required to maintain the confidentiality of Confidential Information, protect it against disclosure and use them only for purposes of the performance of the Contract. Neither Party is entitled to disclose Confidential Information to any third party without the prior written consent of the Discloser. The Parties agree to maintain the confidentiality of Confidential Information at least to the same degree as they protect their own confidential information of a similar nature, but at least to the usual extent regarding all circumstances.

8.2 The obligation according to paragraph 8.1 above does not apply to Confidential Information that:

8.2.1 has been approved in writing for publication by the Disclosing Party or has been approved for publication under the written agreement of the Parties; or

8.2.2 is publicly available at the time of its disclosure by the Disclosing Party or becomes publicly available following disclosure under the Contract (other than as a result of disclosure by the Receiving Party or any other person contrary to the terms of the Contract); or

8.2.3 was lawfully in the possession of the Receiving Party prior to disclosure under the Contract free of any restriction as to its use or disclosure; or

8.2.4 is required by the court, public prosecutor's office or by any governmental or other regulatory authority; or

8.2.5 has been independently developed or created by a Receiving Party.

8.3 The definition of Confidential Information expressly excludes Personal Data of the Parties, which will be treated in accordance with the term of the Clause 9 of these Terms and Conditions.

8.4 The Receiving Party is entitled to disclose the Confidential Information of the Disclosing Party:

8.4.1 to any person who has the position of a controlling person in relation to the Receiving Party (hereinafter referred to as the "**Controlling Person**"); (ii) to any person who has the position of a controlled person in relation to any Controlling Person, and only if such persons need to know the Confidential Information and if there is a confidentiality agreement (obligation) with such persons (and in the event that the Receiving Party remains fully liable for a breach of this Article 8 by any entity to which it has disclosed the Confidential Information in accordance with this provision). For purposes of this definition, "control" means the power to direct the management and policies of an entity through voting rights, contract or otherwise.

8.4.2 to the Receiving Party's lawyers, tax advisors, and auditors with whom the Receiving Party cooperates in the performance of the Contract or in direct connection with the Contract, and who are bound by confidentiality at least to the same extent as specified in the Contract.

8.5 Upon termination of the Contract, Receiving Party will promptly return or destroy (as reasonably directed by the Disclosing Party) any Confidential Information in its possession, provided that nothing in this clause obliges either Party to return or destroy any document or information incorporated into or annexed to anything that:

8.5.1 must be retained for compliance purposes (including any accounting standard) or as required by Applicable Laws; or

8.5.2 is contained in backups or other systems such that the information cannot be reasonably and practicably located and deleted.

8.6 These confidentiality obligations will remain valid for a period of 3 years after the expiry or termination of the Contract, provided that such obligations will continue:

8.6.1 in respect of any Confidential Information retained pursuant to clause 8.5 above, for as long as such information remains in the possession of Receiving Party; and

8.6.2 in respect of any Confidential Information constituting a trade secret, in perpetuity.

8.7 The Parties agree that confidentiality does not apply to information about the existence of the Contract, including commercial references, i.e. using the other Party's business name, logo, the project name and general description of the

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Work in marketing and/or reference materials. The Client agrees that the provision of the Services under the Contract can be used as a public reference indicating the performance or subject of performance, trademarks and generally known facts. This consent is of unlimited duration and shall also remain valid after the termination of the Contract. The Provider shall also be entitled to include the Client in its list of references.

9. Personal Data Protection

9.1 Client accepts, without the need for further notification or consent (unless required by Applicable Laws), that the Provider may transfer (both domestically and cross-border) and disclose Client's customer relationship management and other business administration data (including contact information for relevant Client personnel, user credentials, etc.) to Provider's personnel, subcontractors, and third-party service providers that have a need-to-know such information for the purposes of servicing the accounts with Client and otherwise administering the performance of the Contract. Provider will process and maintain such data and other business administration data, including any Personal Data contained therein, in accordance with its Privacy Statement and applicable laws, provided that Client remains solely responsible for obtaining any individual consents or authorizations that may be required in connection with the contemplated processing activities set out in this clause 9.1.

9.2 Given the character of the Services provided under the Contract, the Provider shall be considered a processor of personal data the under the GDPR. Therefore, the Parties will enter into the separate data processing agreement within 30 days as of conclusion of the Contract at the latest, which will govern the Parties' respective rights and obligations in relation to processing of Personal Data.

9.3 The Client can process as a controller personal data of persons representing the Provider, i.e. its employees, statutory representatives, subcontractors, agents, contractors or other persons (the "**Provider's Personal Data**"). The Client can process Provider's Personal Data only for the purposes related to the conclusion and performance of the Contract, including in connection to access of employees and subcontractors of the Provider into the internal systems of the Client. Provider's Personal Data can include especially contact data, such as name and surname, email address, telephone number, job title, or IP address. The Client shall secure that it has legitimate grounds or lawful basis to process the Provider's Personal Data according to the applicable laws on personal data protection.

9.4 When processing Provider's Personal Data according to previous section, the Client shall comply with all Applicable Laws on personal data protection. The Client undertakes to

have all necessary technical and organizational security measures in place to secure that processing of Provider's Personal Data is performed in compliance with Applicable Laws and to prevent disclosure or accidental loss of the Provider's Personal Data. The Client must not retain or process Provider's Personal Data for longer than is necessary to carry out the agreed purpose. In the event there is a personal data breach of the Provider's Personal Data, the Client must immediately notify the Provider in writing with available details regarding the breach.

10. Liability

10.1 The total compensation of damage resulting from liability of the Provider for damage caused to the Client under the Contract or in relation thereto or under the Applicable Laws shall not exceed a sum equal to the amount of the Price actually paid by the Client to the Provider for the particular Service in breach under the Contract for a period of twelve months preceding the event, act or omission giving rise to the cause of action or claim. The aforementioned limit of liability for damages also includes any contractual penalties that the Provider is obliged to pay to the Client under the Contract.

10.2 The Provider shall be exempt from the obligation to pay compensation and shall not be required to pay damages if it shows that the damage occurred due to (a) a Force Majeure Event, or (b) conduct by the Client or other third party beyond the Provider's control, or (c) a lack of cooperation from the Client.

10.3 The Provider shall not be liable and therefore shall not be obliged to compensate for (i) loss of profit, revenues and income, (ii) loss of use or business interruption (iii), lost business opportunities, unrealised anticipated savings and/or loss of goodwill, reputation, (iv) loss or corruption of data, and/or (v) the costs of substitute services arising out of or in connection with a breach of the Contract or from the use of or inability to use the Services hereunder, irrespective of whether such losses or damages were foreseeable, (vi) any accidental, subsequent or other indirect damages or losses. This restriction shall apply regardless of the form in which the claim is made, whether it be a claim based on an obligation to pay compensation due to a breach of law or a breach of contract, and regardless of whether the Provider was warned of the possibility of such damages or losses.

10.4 The above restrictions shall not apply to the obligation to (i) compensate for a loss on the death or injury of a person, or (ii) compensate for a loss caused intentionally or through gross negligence; or other obligation to compensate for a loss where the exclusion or restriction of this obligation would by law be invalid or unenforceable.

10.5 The Parties agree that the total amount of any contractual penalty paid by one Party to the other Party under the Contract

shall not exceed a sum equal to the amount of 10% of the total price of the Services paid by the Client to the Provider for the Services under the Contract that was the subject of the breach, for the last 12 calendar months preceding the event that resulted in the right to payment of the contractual penalty.

11. Force Majeure

11.1 A Party affected by a Force Majeure Event shall not be in default of meeting its contractual obligations or otherwise responsible for any delay in meeting or the failure to meet its contractual obligations, if the delay in meeting or the failure to meet the obligation was as a direct consequence of the Force Majeure Event and provided that: (a) the Party affected by the Force Majeure Event has notified the other Party of the Force Majeure Event, its nature and probable duration, including its impact on the other Party, in writing and without undue delay; (b) the Party affected by the Force Majeure Event has taken all reasonable measures to mitigate the impact of the Force Majeure Event.

11.2 As soon as the Force Majeure Event ends, the Party affected by it shall immediately inform the other Party that the Force Majeure Event has ended and renew the fulfilment of its contractual obligations affected by the Force Majeure Event.

11.3 If a Force Majeure Event lasts for more than thirty (30) consecutive days and the fulfilment of contractual obligations is prevented/delayed for this period, the Party that is not affected by the Force Majeure Event shall (i) be entitled to terminate the Contract by written notice, which shall take effect on the delivery of notice to the other Party, and (ii) shall not be liable for damages that might arise in this context.

12. Termination of the Contract

12.1 The Contract may be terminated by (i) written agreement between the Parties, (ii) a withdrawal from the Contract. The Parties are entitled to withdraw from the Contract in the cases expressly specified in the Offer (or in the Order) and in these Terms and Conditions. The option to withdraw from the Contract on the expiry in vain of an additional period to provide performance is expressly excluded. A withdrawal from the Contract must be made by the Parties explicitly, in a written withdrawal notice.

12.2 The Parties are entitled to withdraw from the Contract in the event of a substantial breach of Contract by the other Party under the conditions below. The following are deemed a substantial breach of Contract:

12.2.1 a delay of more than thirty (30) days by the Provider in providing the Services,

12.2.2 a delay of more than ten (10) days by the Client in payments under the Contract,

12.2.3 a fundamental breach of the obligation to maintain the confidentiality of Confidential Information under Article 8 hereof.

Prior to a withdrawal due to a substantial breach of Contract, the Party that intends to withdraw from the Contract shall first be required to summon the other Party in writing to redress the situation and to give it a reasonable period to do so, which shall not be less than ten (10) working days from the delivery of the summons. If the breach of Contract is not rectified even within this additional period, the Party shall be entitled to withdraw from the Contract by written notice, which shall come into effect as soon as it is delivered to the other Party.

12.3 If either Party is in non-substantial breach of Contract, where a non-substantial breach is any other breach of the Contract, with the exception of those specified in paragraph 12.2 of the Contract, the other Party is entitled to summon the Party that is in breach of Contract, in writing, to fulfil its contractual obligations. If, within thirty (30) days of the delivery of this summons, the Party that has breached the Contract does not take satisfactory steps to redress the situation or if, within sixty (60) days of this summons or within any longer period agreed between the Parties, this Party does not correct the breach of contractual obligations, the other Party may withdraw from the Contract, without thereby depriving itself of any other rights or means of redress.

12.4 If a Party is bankrupt or if insolvency proceedings are initiated against a Party, or if it is in liquidation or administration, or it is unable to meet its financial obligations, the other Party may withdraw from the Contract immediately.

12.5 A withdrawal from the Contract shall take effect on delivery of the written withdrawal notice to the other Party.

12.6 A withdrawal from the Contract is only possible with effects of the future, i.e. the Parties' obligations under the Contract shall expire on the date the withdrawal comes into effect and the Parties are not required to return performance that has already been provided. The liable Party is obliged to pay issued invoices within fourteen (14) days of the delivery of a Contract withdrawal notice.

12.7 The Provider and the Client may terminate a Contract for a indefinite period by written notice, including without giving a reason, with a notice period of three (3) months. The notice period shall commence on the first day of the calendar month after notice is delivered to the other Party.

12.8 The Provider may, without liability for any resulting loss, additionally terminate the Contract by termination notice in its entirety and cease provision of any Services immediately and without prior notice if the Client is or becomes listed on a Sanctions List; or if the Client is 50% or more owned (individually or in aggregate, directly or indirectly) by, or

/ EmbedIT s.r.o.
Evropská 2690/17
160 00 Prague, CZ

/ sales@embedit.com
www.embedit.com

/ Company No. [IČO]: 17139708
Tax Reg. No. [DIČ]: CZ17139708

/ The company is registered with the Commercial Register maintained by the Municipal Court in Prague under file number C 367199

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otherwise controlled by, controlling or under common control, any individual or entity listed on a Sanctions List.

13.   Final provisions

13.1   These Terms and Conditions are binding for the contractual relations on the provision of Services by EmbedIT s.r.o., as of their date of publication.

13.2   The Contract (including these Terms and Conditions) shall be governed by and interpreted according to Czech law. In interpreting the Contract (including these Terms and Conditions) the provisions of the law shall take precedence over trade practices maintained generally and in the specific sector. There is no established practice between the Parties, nor are they aware of any business customs that should apply in relation to the Contract, unless such customs or practice are expressively agreed upon in the Contract.

13.3   The Parties agree to take every effort to settle amicably any and all disputes arising from the Contract or in connection with it (including the provisions of these Terms and Conditions). Disputes that cannot be settled amicably shall be resolved by the relevant court of the Czech Republic.

13.4   If the Client is entity with the registered seat in Asia, the Clauses 13.2 and 13.3 do not apply and the Contract (including these Terms and Conditions) shall be governed by and interpreted according to law of Singapore. Any disputes arising from the Contract (including these Terms and Conditions) shall be resolved by the Singapore International Arbitration Centre (the "SIAC") in accordance with the arbitration rules of the SIAC.

13.5   All official notices, requests or communications between the Parties concerning the Contract shall be made in writing in English and sent by letter signed by the Party's authorised representative or by e-mail, which shall be confirmed immediately by letter. All notices shall be deemed validly delivered on the third working day after sending, if they are sent by registered post to the Party's registered address.

13.6   Any change to the provisions and terms of the Contract must be made in writing.

13.7   Neither Party shall be entitled to assign its claims under the Contract concluded in accordance with these Terms and Conditions without the other Party's prior written consent.

13.8   These Terms and Conditions are valid and effective from 1 September 2025.