

Terms and Conditions of DATA BUSINESS s.r.o.

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§1 Validity of the General Terms and Conditions

In all contractual relationships in which DATA BUSINESS s.r.o. (Hereinafter referred to as "DATA BUSINESS") provides services for other companies, legal entities under public law or special funds under public law (hereinafter referred to as "Customer") - with the exception of the provision and maintenance of standard software - these General Terms and Conditions apply exclusively.

Services according to paragraph 1 are in particular:

- Support in the area of individual software development
- Support in the area of data warehousing
- Support in the area of planning
- Support in the area of reporting
- Support in the area of ERP
- Monitoring and maintenance of systems
- Infrastructure Consulting

Conflicting or supplementary conditions of the Customer, in particular the Customer's General Terms and Conditions, shall not become part of the contract, even if DATA BUSINESS executes a contract without expressly objecting to such conditions. In this case the Customer expressly recognizes the priority of the General Terms and Conditions of DATA BUSINESS. A reference by DATA BUSINESS to an existing contradiction is not required.

§2 Initiation of contract, conclusion of contract

The conclusion of the contract, subsequent amendments and supplements to the contract as well as notices of termination, reminders and setting of deadlines by the Customer shall require the written form in accordance with § 3 of these General Terms and Conditions in order to be effective. This shall also apply to any waiver of the written form requirement. Verbal subsidiary agreements have not been made.

All objects provided by DATA BUSINESS to the client and (preliminary) services rendered (including proposals or concepts) are the intellectual property of DATA BUSINESS (cf. §9). They may not be reproduced and made accessible to third parties without prior written consent. If no contract is concluded, they must be returned or deleted and may not be used. DATA BUSINESS has the right to choose between deletion and return. In all other respects the regulations of these General Terms and Conditions also apply to the pre-contractual obligation, in particular the limitation of liability clause from §14.

DATA BUSINESS can accept offers from clients within four weeks. DATA BUSINESS offers are subject to change unless otherwise agreed in writing. In case of doubt the offer or the order confirmation of DATA BUSINESS is decisive for the content of the contract and the basis for the provision of services by DATA BUSINESS.

Commitments of any kind, which establish a more extensive obligation of DATA BUSINESS than is stipulated in these General Terms and Conditions, require the express and written confirmation by DATA BUSINESS. Guarantees require the express and written confirmation by the management of DATA BUSINESS.

§3 Written form

Insofar as necessary or agreed between the parties, the written form shall be complied with by sending an email.

For e-mails to DATA BUSINESS, these are to be sent to the address office@data-business.cz

For clear assignment, the project number agreed between the parties, as well as the exact project designation, must always be stated first in the subject line. No other information is required. DATA BUSINESS acknowledges in this respect that e-mails which meet the aforementioned formal requirements are considered to have been received for the project.

The Customer shall name an e-mail address to DATA BUSINESS in the respective project contract and recognizes the above regulation (§3 section 2) for this e-mail address as binding for the respective project.

The written form requirement shall also be met by correspondence. However, § 127 section 2 BGB shall not apply in all other respects.

§4 Deadlines, dissolution of the contract

Deadlines must be reasonable. Unless the contracting parties agree otherwise in the project contract, a minimum period of ten working days shall apply to all deadlines - except in urgent cases.

If the fruitless expiry of a set deadline is to entitle the Client to dissolve the contract (e.g. through withdrawal, termination or damages instead of performance) or to reduce the remuneration, the Client must threaten these consequences of the fruitless expiry of the deadline in writing and together with the setting of the deadline.

The services already rendered up to the point of termination of the contract by the Client shall be invoiced in accordance with the present terms and conditions, in particular §8. For any claims for damages, §14 shall apply.

§5 Service provision

The Customer shall specify the task for the service to be provided by DATA BUSINESS. On this basis DATA BUSINESS shall jointly plan the performance of the service. DATA BUSINESS can submit a written concept for this if necessary. Insofar as the Customer acknowledges this, the service provision shall be carried out on the basis of the concept. The details then result from the respective project contract. DATA BUSINESS can demand the acceptance of the concept according to §11 of these General Terms and Conditions.

Within the scope of the service provision DATA BUSINESS alone is authorized to issue instructions to the persons employed for this purpose by DATA BUSINESS, the Customer or third parties. These shall not be integrated into the business of the Customer. The Customer may only give instructions to the DATA BUSINESS project coordinator named in the respective DATA BUSINESS project contract, not directly to the individual persons entrusted with the provision of the service.

The Customer shall bear the risk that the services rendered in accordance with the contract actually correspond to its wishes and requirements. The Customer shall seek advice in a timely manner on questions of doubt by the persons assigned by DATA BUSINESS, in particular the project coordinator or by expert third parties.

DATA BUSINESS may make notes of discussions held during the performance of the service in order to specify or change contractual circumstances, in particular the service to be provided. The Customer shall review the notes as soon as possible and inform DATA BUSINESS of any necessary changes and additions. During the time of the examination DATA BUSINESS is released from the obligation to provide the service. In this case §5 Abs 6 applies. Regarding the made notes of the conversation the secrecy and data protection regulations of §15 apply.

DATA BUSINESS decides which persons it uses to provide the service and reserves the right to exchange them at any time. It can also use freelancers and other companies within the framework of the service provision. In this case DATA BUSINESS obligates the freelancers or other entrepreneurs to the same degree of secrecy as DATA BUSINESS is obligated to the client. It shall be liable for the fault of vicarious agents as for its own fault.

If the services cannot be rendered or cannot be rendered completely for reasons for which DATA BUSINESS is not responsible, the agreed times shall nevertheless be invoiced, unless the client proves that the DATA BUSINESS resources in question could be used elsewhere.

In the event that DATA BUSINESS provides services beyond the scope of the service agreed upon in the contract with the consent of the client, the regulations and conditions of the project contract, alternatively these General Terms and Conditions, shall apply as agreed upon for the services provided.

All performance obligations of DATA BUSINESS are subject to the proviso that at the time of performance no embargo regulations or other legal provisions, both in Czech Republic and in the case of performance abroad, according to the provisions of the country in which the service is performed, are in conflict with these.

§6 Cooperation of the Client

Insofar as no individual agreement has been made in the respective project contract, the Customer shall provide the working environment required for the performance of services according to DATA BUSINESS (in particular: IT systems, work rooms, data and telecommunication facilities) and shall make these available to DATA BUSINESS free of charge. In doing so, the client shall in particular observe the specifications of DATA BUSINESS. It is the responsibility of the Customer to ensure a proper and complete functioning of the working environment, if necessary, by concluding maintenance contracts with third parties.

The Customer shall name one or more contact persons to DATA BUSINESS for the specific project.

The Customer shall ensure that the contact person(s) named by him/her can be reached by DATA BUSINESS at the e-mail address named by the Customer in accordance with §3 section 3 DATA BUSINESS within a period of 48 hours at the latest. The contact person(s) must be able to make or bring about the necessary decisions for the Customer without delay. In the event that several contact persons are named, the Customer shall inform DATA BUSINESS of the ranking of the contact persons authorized to make decisions. The latter shall be deemed to be expressly authorized by the Customer vis-à-vis DB for this purpose. The Client shall ensure good cooperation with the contact person(s) and DATA BUSINESS.

The Customer's employees, whose cooperation is necessary for DATA BUSINESS to provide services in accordance with the contract, shall be released from other activities to the extent required by DATA BUSINESS. The Customer is obligated to test the service provided by DATA BUSINESS for the usability agreed upon in the project contract. This shall also apply in individual cases to partial services, insofar as these are amenable to their own testing. Further details are governed by §11.

The Customer shall take reasonable precautions in the event that the service provided by DATA BUSINESS is subject to disruptions (e.g. through data backup and regular review of the service already provided). In the absence of an express written indication in individual cases, the employees of DATA BUSINESS or the freelancers employed by DATA BUSINESS or the third-party companies commissioned by DATA BUSINESS can always assume that the working environment provided by the Customer is sufficiently secured. For this purpose, the Customer shall in particular ensure that he has created an up-to-date back-up of data which he makes available to DATA BUSINESS. The costs for this shall be borne by the Customer. Insofar as the project contract does not contain any precise specifications in this regard, the Customer shall furthermore provide all cooperation services necessary and required for the provision of services in accordance with the respective project contract in accordance with DATA BUSINESS.

The Customer shall bear any disadvantages and additional costs arising from a breach of its obligations.

§7 Service times

Deadlines are non-binding unless they have been expressly agreed in writing as binding. The obligation of DATA BUSINESS to provide services shall only commence with the commissioning of the project by the client.

For the duration in which DATA BUSINESS is waiting for cooperation or information from the Customer or is hindered in the provision of services due to circumstances for which DATA BUSINESS is not responsible, agreed delivery and service deadlines shall be extended by the duration of the hindrance and by a reasonable start-up time. DATA BUSINESS shall notify the Customer of the hindrance in writing.

Working days are the weekdays from Monday to Friday (08:00 to 17:00 CET) except for public holidays in the federal state of Rhineland-Palatinate and December 24 and 31.

§8 Remuneration, payment, reservation

Unless otherwise agreed in writing, remuneration shall be based on a fee rate of 150.00 EUR for each hour of service or part thereof per person entrusted with the provision of the service. All prices are subject to the applicable statutory sales tax, unless the sales would be exempt from sales tax. DATA BUSINESS is entitled to invoice partial services.

If a written concept prepared by DATA BUSINESS in accordance with § 5 section 1 is commissioned, this concept shall be remunerated separately. Further details are regulated in the project contract. If the project contract does not contain any express provision in this respect, the preparation of the concept is to be remunerated in accordance with §8 Section 1. If an assignment of a written concept prepared by DATA BUSINESS in accordance with §5 Section 1 does not take place, the expenses incurred for the preparation of the concept shall nevertheless be remunerated in accordance with §8 Section 1.

Invoicing according to time and effort shall be based on a list of activities contained in the invoice with a corresponding indication of the time spent. If the client does not object in writing to the specifications made in the list within two weeks, these shall be deemed to have been accepted.

Travel times, travel expenses and accommodation costs shall be charged according to the time spent and depending on the place of residence of the person entrusted with the performance of the service. Travel times and travel expenses shall be incurred for travel between the place of residence of the person entrusted with the provision of services and the respective place of deployment of the Client or between different places of deployment of the Client. The travel time is compensated as working time, with the full hourly rate. In the case of rail or air travel, the Client recognizes the respective travel or flight costs in the first class for the managing director(s) and/or the director(s) as reimbursable. For other employees, the principal recognizes the respective second-class travel or airfare as reimbursable. For travel by motor vehicle, the client recognizes a flat rate of 100.00 € as reimbursable.

Payments are due 10 days after invoicing. Discount is not granted. From 12 days after the due date DATA BUSINESS will charge interest at the current legal default interest rate.

In the case of projects in which the period of service provision extends over more than one month, DATA BUSINESS can demand monthly installment payments to a reasonable extent, in each case at the end of the month. The basis for this shall be the work performed by DATA BUSINESS.

The Customer may only offset undisputed or legally established claims.

DATA BUSINESS retains ownership and rights (§10) to the objects of performance until full settlement of its claims arising from the contract. The Customer shall immediately notify DATA BUSINESS in writing in the event of third party access to the reserved property and inform the third party of DATA BUSINESS' rights.

§9 Change Request Procedure

During the term of a project, both contracting parties may at any time propose in writing changes, in particular to the agreed services, methods and deadlines. §5 section 4 shall apply.

In the event of a change proposal by the Customer, DATA BUSINESS shall inform the Customer in writing within 14 working days whether the change is possible and what effects it will have on the contract, in particular taking into account the timeframe and remuneration. The Customer must then inform DATA BUSINESS in writing within five working days whether he wishes to maintain his change proposal under the conditions communicated by DATA BUSINESS or whether he wishes to continue the agreement under the old conditions. If the examination of a change proposal by DATA BUSINESS represents a not insignificant effort (more than one day), DATA BUSINESS can invoice the effort caused by the examination separately, according to the regulation of §8. In the event that the Customer commissions his change proposal, the time and effort expended to date shall be remunerated in accordance with the original agreement, alternatively in accordance with §8.

In the event of a change proposal by DATA BUSINESS, the Customer shall inform DATA BUSINESS in writing within 14 working days whether he agrees to the change.

As long as there is no agreement on the change, the services shall be provided in accordance with the originally concluded project contract. Instead, the Client may demand that the provision of services be interrupted in whole or in part or be definitively terminated in accordance with the requirements of §4. In the event of interruption, the provisions of §5 Section 6 shall apply from the first working day. In the event of final termination, the work performed up to that point shall be remunerated in accordance with the closed project contract, alternatively in accordance with §8.

§10 Rights

DATA BUSINESS shall be exclusively entitled to all rights to the service provided in accordance with the project agreement, in particular copyright, rights to inventions as well as technical property rights in relation to the Customer. Insofar as a share in a copyright arises with the Customer, the Customer shall waive the resulting exploitation rights free of charge in favor of DATA BUSINESS. Unless otherwise agreed in writing, the Customer shall have a simple right of use to the contractually rendered service upon full payment of the partial amounts due up to and including acceptance for the purpose of processing its internal business transactions and those of such companies that are affiliated with it within the meaning of § 15 of the Czech Business Corporations Act ("group companies"). Use exclusively for test purposes shall be permitted to the extent necessary prior to acceptance. The Customer shall be entitled to make necessary backup copies of the performance. Each backup copy shall be marked as such and provided with the copyright notice.

§11 Acceptance

In the case of all services which are subject to acceptance, the Customer shall accept them vis-à-vis DATA BUSINESS. A written acceptance report is to be drawn up and signed by both contractual parties. The same shall apply to partial services, insofar as these are accessible for acceptance.

DATA BUSINESS shall notify the Customer in writing of the completion of the service or partial service capable of acceptance and grant the Customer the opportunity to test the service for the usability agreed upon in the project contract within a reasonable period of time. The appropriateness of the period shall be determined on the basis of the respective project and shall be specified individually by the parties in the respective project contract. In the absence of such aforementioned determination, a period of 14 days shall be deemed agreed.

The service provided by DATA BUSINESS shall be deemed to have been accepted free of defects, unless the Client notifies DATA BUSINESS in writing of the defectiveness of the service within the aforementioned period. For this purpose, the defect or its effects

shall be described in detail and, in particular, reproducible instructions for the reconstruction of the defect or its effects shall be provided.

If a project contract covers several individual services which can be used independently of each other by the Customer, these individual services shall be accepted separately in accordance with the above provision.

If partial services are defined in the project contract, DATA BUSINESS may present the corresponding partial services for acceptance. In the event of subsequent acceptance, only the functioning of the new partial service and the correct interaction of the previously accepted partial services with the new partial service shall be checked.

If the project contract contains the creation of a concept, in particular for the development, modification or expansion of standard software, DATA BUSINESS may demand a separate acceptance for the concept in accordance with the above regulation within a reasonable period of time.

DATA BUSINESS shall remove the defects notified according to §11 section 3 within a reasonable period of time depending on the severity of the defect. In doing so DATA BUSINESS is free, at its discretion, to provide the Customer with a new, defect-free service or to remedy the defect in another way. The rectification of the defect may also consist of DATA BUSINESS showing the Customer reasonable possibilities to avoid the effects of the defect.

§12 Defects of quality and title, other performance defects.

The Customer shall immediately notify DATA BUSINESS in writing of any defects occurring after acceptance through the contact person designated by the Customer, with an exact description of the symptoms and effects and the information necessary and useful for the elimination of the defect in accordance with the specifications of DATA BUSINESS. This includes, in particular, reproducible instructions for the reconstruction of the defect or its effects.

After the rectification of defects has been carried out, the Customer shall again immediately inspect the DATA BUSINESS service, insofar as this is feasible in the proper course of business, and if the same or a further defect becomes apparent, immediately notify DATA BUSINESS of this in writing. If the Customer fails to make such notification, the service shall be deemed to have been finally accepted as completely free of defects, unless the defect was not recognizable during the inspection. If such a defect is discovered later, the written notification must be made immediately after its discovery, otherwise the performance shall be finally deemed to have been accepted completely free of defects also in view of this defect. In order to preserve the rights of the Customer it is sufficient to send the notification in good time. If DATA BUSINESS has fraudulently concealed the defect, DATA BUSINESS may not invoke the provisions of the above sentences 1 to 3.

In the case of proven material defects DATA BUSINESS provides warranty through supplementary performance in such a way that DATA BUSINESS, at its discretion, provides the Customer with a new, defect-free service or otherwise remedies the defect. The rectification of defects may also consist of DATA BUSINESS showing the Customer reasonable possibilities to avoid the effects of the defect. In the case of proven defects of title DATA BUSINESS shall provide warranty through supplementary performance by providing the client with a legally flawless possibility of use of the delivered service or, at its discretion, of an exchanged or modified equivalent service. The client must accept a new software version if the contractual scope of functions is maintained and the acceptance is not unreasonable. The urgency of the fault rectification shall be determined by the degree of operational hindrance. The rules of these General Terms and Conditions, in particular §6, shall apply accordingly.

If the subsequent performance finally fails after expiry of a reasonable period of grace to be set by the Customer in writing, the Customer may reduce the remuneration or withdraw from the contract or terminate a continuing obligation. The requirements of §4 of these General Terms and Conditions shall be complied with when setting the period of grace. DATA BUSINESS shall provide compensation for damages or reimbursement of futile expenses due to a defect within the limits specified in §14. Other rights due to material or legal defects are excluded.

If DATA BUSINESS provides necessary services for the client during troubleshooting or fault elimination without having been obligated to do so, DATA BUSINESS can invoice the additional expenditure in accordance with §8. This also applies in particular if a reported material defect cannot be proven or cannot be attributed to DATA BUSINESS. In particular, the additional expenses incurred by DATA BUSINESS in the elimination of defects due to the fact that the Customer has not properly fulfilled his obligations to cooperate, has improperly operated software or work results or has not made use of the SAP service(s) recommended by DATA BUSINESS shall also be remunerated.

If a third party makes claims which conflict with the exercise of the contractually granted right of use, the Customer shall immediately inform DATA BUSINESS in writing and in full. If the Customer discontinues the use of the work results for reasons of mitigation of damages or other important reasons, he is obligated to point out to the third party that the discontinuation of use does not imply an acknowledgement of the alleged infringement of property rights. He authorizes DATA BUSINESS already now to conduct the dispute with the third party judicially and extrajudicially alone. If DATA BUSINESS makes use of this authorization, which is at its discretion, the Customer may not acknowledge the claims of the third party without the consent of DATA BUSINESS and DATA BUSINESS is obligated to defend the claims at its own expense. It shall indemnify the client against the costs and damages which are exclusively due to the defense of the claim by DATA BUSINESS. The regulations of this paragraph apply regardless of the occurrence of the statute of limitations according to §13.

If DATA BUSINESS does not provide services or does not provide them properly outside the area of liability for material defects and defects of title or if DATA BUSINESS commits any other breach of duty, the Customer shall always give DATA BUSINESS written notice of this and grant DATA BUSINESS a reasonable period of time within which DATA BUSINESS shall be given the opportunity to provide the service properly or to remedy the situation in some other way. The limits set forth in §14 shall apply to compensation for damages or reimbursement of futile expenses.

§13 Limitation

The claims in accordance with §12 Sections 1, 3 and 4 shall become statute-barred one year from the beginning of the statutory limitation period for claims due to the relevant material defect or defect of title. This shall also apply to claims arising from withdrawal and reduction in accordance with §4 clause 1. The shortening of the limitation period shall not apply in the event of intent or gross negligence on the part of DATA BUSINESS, fraudulent concealment of the defect, personal injury or defects of title within the meaning of §438 clause 1 no. 1 a BGB.

For defects in rectification services, bypasses or new deliveries by way of supplementary performance, the limitation period shall also end at the point in time specified in §13 section 1. However, if DATA BUSINESS, in agreement with the Customer, examines the existence of a defect and, in the event of the existence of a defect, provides subsequent performance, the limitation period shall be suspended until DATA BUSINESS notifies the Customer of the result of its examination or declares subsequent performance to be terminated or refuses subsequent performance. The limitation period shall commence at the earliest three months after the end of the suspension.

§14 Extent of liability

The contracting parties shall be liable to each other in full for intent, gross negligence, for claims under the Product Liability Act and in the event of injury to life, limb or health for all damages attributable thereto.

In the event of a slightly negligent breach of material contractual obligations, the contracting parties shall be liable to each other only for the foreseeable damage typical of the contract, unless it is a matter of claims for damages arising from injury to life, body or health. Material contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract and on whose compliance the contracting parties may regularly rely. In such cases, the liability per order shall be limited to the gross total remuneration for the order, in the case of continuing obligations to the annual gross remuneration.

The above provision shall also apply to the liability of the representatives, bodies and employees and vicarious agents of a contracting party if claims are asserted directly against them.

§15 Secrecy and data protection

The contracting parties undertake to treat the contents of the agreements concluded between them and all knowledge of confidential information and trade secrets of the other contracting party obtained in the course of the provision of services confidentially for an unlimited period of time and to use such information only in the course of the provision of services. DATA BUSINESS's trade secrets also include information obtained in accordance with the present terms and conditions, other contractual work results and services rendered.

The Customer may only make the contractually provided services and other information accessible to employees and other third parties in accordance with §15 Section 1, insofar as this is necessary for the exercise of the right of use granted to him. In all other respects, the Customer shall keep secret all services rendered in accordance with the contract and other information in accordance with §15 (1). He shall instruct all persons to whom he grants access to contractually provided services and other information according to §15 Section 1 about the rights of DATA BUSINESS to the contractually provided services and other information according to §15 Section 1 and the obligation to maintain their secrecy and shall obligate these persons in writing to comply with the obligation to maintain secrecy.

The client assures to have created all necessary conditions (e.g. by obtaining the declarations of consent) so that DATA BUSINESS can provide the services agreed upon in the project contract without violating data protection regulations.

The Customer shall carefully store the contractually provided services and other information according to §15 section 1, in particular any source programs and documentation provided to him, in order to exclude misuse.

DATA BUSINESS observes the rules of data protection law. As far as DATA BUSINESS receives access to the hardware and software of the client (e.g. during remote maintenance), this does not aim at a business-like processing or use of personal data by DATA BUSINESS. Rather, a transfer of personal data only occurs in exceptional cases as a secondary consequence of the contractual services of DATA BUSINESS. DATA BUSINESS will deal with this personal data in accordance with the provisions of the GDPR and other relevant protective regulations.

§16 Consent to use as reference customer

DATA BUSINESS is entitled to include the Customer in its list of reference customers.

The Customer already now agrees to the use of his name and marks by DATA BUSINESS as a reference customer without time and place restrictions. The name may be used in particular online on the DATA BUSINESS homepage, but also in advertising materials and tender documents.

§17 Non-solicitation agreement

The Customer shall refrain from enticing away DATA BUSINESS employees or having them enticed away by third parties. This non-solicitation clause shall apply beyond the end of the respective project contract for a further two (2) years. The Customer undertakes to pay a contractual penalty in the amount of 50,000.00 Euro for each case of breach of this aforementioned obligation.

§18 Final clauses

Amendments and supplements to this contract must be made in writing to be effective. This also applies to the cancellation of the written form. Verbal collateral agreements do not exist.

Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

The law of the Czech Republic shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction for all claims arising from or in connection with this contract shall be Prague.