



1 INTRODUCTION

- 1.1 These General Business Terms and Conditions of Datio Software s.r.o. (hereinafter referred to as the “General Terms and Conditions”) lay down the general rules of contractual relations between the Contractor (Datio Software s.r.o., U Siroťčince 353/7, Liberec IV-Perštýn, 460 01 Liberec, Company ID No.: 402 32 433, registered in the Commercial Register kept by the Regional Court in Ústí nad Labem, file No.: C 1499) and the Customer. The General Terms and Conditions shall only apply along with a valid Contract for work or a confirmed order (hereinafter referred to as the “Contract”).

2 PAYMENT TERMS AND CONDITIONS

- 2.1 All payments made between the parties of the Contract shall be completed exclusively by non-cash transfers done in accordance with the issued invoices.
- 2.2 Invoices shall be issued according to standard procedures, i.e. after completion, handover and acceptance of work, on the basis of a handover certificate confirmed by the Customer and regarding the respective handover of fulfilment of the Contract, or on the basis of other facts specified by these General Terms and Conditions or by the Contract.
- 2.3 Invoices shall contain the data required for a tax document and those required by Section 435 of the Civil Code.
- 2.4 The Contractor shall send an invoice and a handover certificate confirmed by the Customer to the Customer’s address specified in the Contract.
- 2.5 The invoice maturity date has been agreed at 14 days from the issuance of the invoice.
- 2.6 The Contractor shall send the invoice, or tax document as the case may be, to the Customer no later than within 15 days from the date of the chargeable event.
- 2.7 The Customer’s obligation to pay shall be fulfilled once the invoiced amount is credited to the Contractor’s account.

3 COOPERATION, SAFETY AND PREVENTION

- 3.1 Parties are obliged to mutually cooperate and provide all information necessary for the proper performance of their duties. Each party of the Contract is obliged to inform the other party about any facts that are or may be important for the proper performance of the Contract and for the safety of workers.
- 3.2 If employees of both Parties fulfil tasks at one workplace, the Parties are required to inform each other in writing about the risks and actions taken to protect against their effects which are related to work and workplace, and to cooperate in ensuring the safety and health protection when working for all workers in the workplace. On the basis of a written agreement between the parties, the Party authorized under this Agreement shall coordinate the implementation of actions to protect the safety and health of employees and procedures to ensure them in accordance with the relevant generally binding legal regulations.

4 HANDOVER AND ACCEPTANCE OF THE WORK, TESTS

- 4.1 The Contractor shall invite the Customer to accept the work or its part and shall submit the following documents to the Customer no later than as of the date of handover/acceptance:



- 4.1.1 Record of successful tests.
- 4.1.2 Record of tests which have been carried out but are not specified in the Contract as long as they are required by the applicable legal regulations or technical standards.
- 4.1.3 Documentation of actual condition if it is a part of delivery.
- 4.1.4 Testing records of the delivered equipment if it forms a separate unit with regard to the work.
- 4.1.5 User manuals if they are a part of delivery.
- 4.2 The above-mentioned documents shall be handed over in Czech as long as it is common with regard to their character.
- 4.3 After successful presentation of the work or its part and after submission of the documents, the Customer shall accept the work or its part. The Contractor and the Customer shall draw up a handover certificate describing the course of acceptance.
- 4.4 Should any defects of the work or its part not preventing operation of the equipment handed over be detected during the acceptance procedure, the Customer shall accept the work or its part with reservations. The reservations shall be specified in the handover certificate or partial handover certificate, along with a deadline for their removal.
- 4.5 Representatives of individual parties specified in the Contract shall be authorised to sign the handover certificate.

5 GUARANTEES

- 5.1 The Contractor shall be responsible by operation of law for defects of the work existing at the time of its handover. They shall only be responsible for any later emerging defects provided that they were caused by a breach of their obligations and manifest themselves during the guarantee period. They shall not be responsible for defects caused by use of unsuitable source materials provided by the Customer, where they could not discover their unsuitability despite applying due professional care, or those caused by the fact that the Customer insisted on using those unsuitable source materials despite a warning.
- 5.2 The Contractor shall provide a quality guarantee. This means that the work will have the qualities or functions agreed in the Contract. In order to avoid any doubts, the qualities or functions of the work require the identical environment (identical version of the system, identical version of the operational system, identical interface, identical cooperating software, no change of the work by the Customer or any third party unless approved by the Contractor in advance or unless accepted by the Contractor into their administration, etc.) in which the work was handed over. The Contractor does not provide any guarantee for the work in case of any change of the environment unless the Contractor and the Customer otherwise agree in writing.
- 5.3 The guarantee period shall be 12 months from the work acceptance. This guarantee shall apply to all parts of the work, except for the equipment and labour delivered as subcontracts, for which the Contractor will issue or enclose separate guarantee certificates; even in this case, the guarantee shall be no more than 12 months.
- 5.4 The Contractor's guarantee shall not cover those parts of the work which were not the subject of the Contractor's delivery.
- 5.5 The guarantee shall not apply to defects caused by unprofessional operation of the equipment, operators' negligence or fault (i.e. a failure to comply with the principles and conditions of running



and operating the equipment according to the applicable operating rules and possible documentation provided by the Contractor), or by using the equipment in conflict with its common designation, or caused by third-party interventions, and to defects caused as a result of war operations, terrorist acts, electromagnetic discharges, collapsing of a building or its part, flood, deluge, fire, explosion or as a result of other events of force majeure. Free guarantee services shall not apply to defects which are commonly removable by the Customer's maintenance employees (i.e. particularly apparent defects and defects removable with phone assistance from the Contractor's employees).

- 5.6 The Contractor shall remove any defects and work backlogs free of charge upon handover of the work by the deadline agreed with the Customer in the record of its handover and acceptance according to the handover certificate. The Contractor shall start removing defects of the work claimed by the Customer during the guarantee period within 5 business days from the complaint receipt.
- 5.7 The Customer shall serve a work defect notice (complaint) on the Contractor via the Contractor's **Central Requirement Collection System**, which is accessible on the Internet, specifying the following information:
 - 5.7.1 Technical description of the defect, identification of the object or place of defect;
 - 5.7.2 Name and phone number of the contact person who will provide access to the place of defect and, once the defect is repaired, sign a defect removal certificate;
 - 5.7.3 Name and phone number of the person reporting (claiming) the defect.
- 5.8 The Contractor's representative receiving the complaint shall confirm its receipt in the Central Requirement Collection System and specify the way and expected date of defect removal therein.
- 5.9 The due service action is contingent on the Customer's cooperation in the following extent:
 - 5.9.1 When requiring a service action, the Customer shall answer the Contractor's questions, particularly providing a detailed description of the defect (its manifestations) and all circumstances of its occurrence, particularly regularity, its possible cause, etc.
 - 5.9.2 The Customer shall make sure that documentation of the actual execution of the work or its part where the defect occurred, or backup media with programme equipment and other documentation if the Customer has changed them, are available before the Contractor's service technician arrives.
 - 5.9.3 The Customer shall make sure that the consumables necessary for the Contractor's work, which were not a part of the delivery, are available at the place of intervention.
 - 5.9.4 The Customer shall provide the Contractor's service technician with access to the equipment suffering from the defect and to the related equipment.
 - 5.9.5 A competent employee of the Customer shall be available to the Contractor's service technician for the whole time of the intervention.
- 5.10 The service technician shall report the removal of the defect to the Customer's competent employee and shall draw up a repair record. If the defect rendered the work non-functional or seriously limited its functions, the guarantee period shall be extended by the time of repair. The Contractor's technician shall enter information about execution and completion of a service intervention in the Contractor's Central Requirement Collection System.
- 5.11 In case of an unjustified complaint, the Contractor shall be entitled to invoice the intervention as follows:



- 5.11.1 Travel expenses per intervention according to actual expenses.
- 5.11.2 Hourly rate according to the Contractor's valid rates.
- 5.11.3 Material used according to actual costs.
- 5.12 A delay in payment of the invoice pursuant to Article 5.11 of 30 days after the due date shall cause termination of the guarantee period for the work. This is without prejudice to the claim for a contractual penalty under Article 7.
- 5.13 The Customer may use the Contractor's post-guarantee service. The post-guarantee service shall be provided for by a separate contract.

6 DELAY IN AND SUSPENSION OF WORKS

- 6.1 The Contractor shall be entitled to suspend execution of the work for the necessary period if procurement of items which were to be delivered by the Customer, or activities which were to be arranged by the Customer, does not allow observing the agreed terms of completion of the work or its parts.
- 6.2 The Contractor shall be entitled to suspend execution of the work if the Customer is in default in payment of any Contractor invoice for more than 10 days after the due date.
- 6.3 The Customer's failure to cooperate or their late cooperation or cooperation in a limited or incorrect extent shall be considered a Customer delay. The Contractor shall ask the Customer to provide due cooperation and the Customer shall cooperate without delay. Along with the request to the Customer, the Contractor shall be entitled to make organisational and technical measures and carry out extra works (e.g. additional analysis, finding relations, repairs, repeated testing) as necessary to ensure that the works continue.
- 6.4 All Contractor deadlines shall be postponed by the time of the Customer's delay in provision of cooperation under the Contract. If the Customer is in delay in due cooperation and if the delay causes a need for organisational and technical measures on the side of the Contractor and/or execution of extra works by the Contractor, the Contractor shall be entitled to have all their costs of the additional organisational and technical measures and the extra works paid by the Customer. If the Customer is in delay in cooperation for more than 5 (five) days, the Contractor shall be entitled, in addition to payment of the costs of extra works under the foregoing provisions, to invoice all works carried out thus far. The Customer shall pay the Contractor for the costs and extra works under this clause on the basis of a Contractor invoice. A new work schedule and a new schedule of payments shall be agreed for the remaining part of the works.
- 6.5 If the suspension of works for the above-mentioned reasons lasts for more than 30 days and if no amendment of the Contract is agreed during this time, the Customer shall accept the part of the work executed until that point within 7 days from the Contractor's request to do so, until further actions are agreed or the Contract is terminated. The Customer shall pay for the accepted part of the work and assumed items.

7 CONTRACTUAL PENALTIES, COMPENSATION OF DAMAGE

- 7.1 The Contractor shall pay the following contractual penalties to the Customer:
 - 7.1.1 0.1% of the price of the work for any delay in fulfilment of the obligation to complete the work by the deadline pursuant to the Contractual Relationship, per each day of the delay.



- 7.1.2 0.01% of the price of the work for any delay in removal of minor defects and work backlog by the deadlines agreed in the record of work handover and acceptance, and for any delay in removal of defects subject to a complaint by the deadline, per each defect and day of delay.
- 7.2 The Customer shall pay the following contractual penalties to the Contractor:
- 7.2.1 0.1% of the unpaid amount per each commenced day of delay in payment of an amount according to a duly issued Contractor's invoice.
- 7.2.2 0.01% of the price of the work per each commenced day of delay in provision of information and other source materials and works pursuant to the Contractual Relationship, and per each item and day of delay.
- 7.3 All contractual penalties specified in 7.1.1 to 7.2.2 can only be claimed up to 10% of the price of the work. Contractual penalties shall be due on the basis of an invoice issued by the entitled party.
- 7.4 Aggregate foreseeable damage which might occur on the basis of a common Contract amounts to the maximum equal to the price of the work executed by the Contractor and paid by the Customer on the basis of the Contract. This shall not apply to the damage of life and health.
- 7.5 An extraordinary, unforeseeable and insurmountable obstacle emerging independently of the will of a contractual party (circumstance or event of force majeure) may defer or prevent fulfilment of an obligation of this contractual party (affected party). The affected party shall inform the other contractual party without undue delay of the circumstance or event of force majeure preventing it from fulfilling its obligation to the Contract. The parties to the Contract shall make every effort in order to avert and overcome the circumstances or events of force majeure.
- 7.6 None of the parties to the Contract shall be responsible for a failure to fulfil its obligation as a result of a delay of the other party to the Contract. Payment of contractual penalties shall be without prejudice to the parties' claims for compensation of damage. Contractual penalties may be changed by agreement of the contractual parties.

8 MISCELLANEOUS PROVISIONS

- 8.1 The Parties' rights and obligations not specified in the Contract and this document shall be governed by the applicable provisions of the Civil Code.
- 8.2 The Contractor shall effectively cooperate with all other participants in the work in order to create the best conditions possible for the optimum course of preparation, execution and handover of the work.
- 8.3 Delivery shall be considered fulfilled upon signing of the final handover certificate by the Contractor and the Customer.
- 8.4 The parties shall settle any disputes preferably by negotiation in an effort to reach an agreement without litigation. Disputes not settled amicably by agreement between the parties within 14 days from the start of negotiations may be submitted for decision to a general court by either of the parties.
- 8.5 The Customer shall be entitled to check the course of execution of the work at the Contractor's during site meetings. Dates of site meetings shall be determined as necessary by agreement between the Customer and the Contractor.



- 8.6 Where extra works are requested, the price of extra works shall be determined by agreement between both parties according to the demand and supply. Extra works shall only form a part of the work provided that the parties agree thereon in a written amendment to the Contract.
- 8.7 Neither the Contractor nor the Customer shall disclose any private data and information to any third party, regardless as to whether they form the content of contractual arrangements between them or one of the parties learns about them from the other party and its business affairs. For the purposes of disclosing information, third persons shall not include persons controlling the Contractor or the Customer, auditors, legal or economic-organisation consultants of the Contractor or the Customer, as long as they are bound by a confidentiality obligation towards the Contractor or the Customer.
- 8.8 The Contractor is entitled to use the Customers's logo or name in the promotion of its services on its website or in another way for marketing purposes and to mark it as its Contractual partner.
- 8.9 The Contractor shall visibly mark their employees so that they can be distinguished from those of the Customer and ensure the cultured manners of these employees on the Customer's workplace.
- 8.10 The Contractor's employees shall respect the relevant internal regulations and orders of the Customer provided that the Customer has informed them about these regulations and orders.

9 LICENCE AGREEMENT

- 9.1 If a work within the meaning of Act No. 121/2000 Coll., the Copyright Act, as amended, was created by the Contractor's activity under the Contract, or if the work contains computer programmes or databases licensed by separate licence agreements, the Customer's rights and obligations to the work or a part of the work shall be governed by the applicable licence agreements, if any, otherwise by the conditions specified in this Chapter 9 of the General Terms and Conditions herein below.
- 9.2 The Customer shall have a non-exclusive and non-transferable right to use the work created under the Contract in the extent determined in the Contract or its annexes, in accordance with the supplied documentation, on the territory of the Czech Republic and for an unlimited period of time.
- 9.3 The Customer shall be entitled to only make one copy of a computer programme for backup and archiving purposes.
- 9.4 The Customer shall be entitled to transfer the license to the work to a third party provided that they do not keep any copies of the work and that the other user agrees with all the provision of Chapter 8 of the General Terms and Conditions. The other user shall immediately inform the Contractor in writing of their assumption of the license, failing which they shall not be entitled to use the work.
- 9.5 The Customer shall not be entitled:
- 9.5.1 To reproduce, distribute, sell, lease or lend the work.
 - 9.5.2 To adjust and decompile the work, analyse the source code, combine it with programmes and databases other than those expressly approved.
 - 9.5.3 To grant a sub-license to a third party.
- 9.6 If the Contractor is a supplier of third-party computer programmes or databases within their performance under the Contract, they shall procure relevant licenses for the Customer in the extent necessary to run the work at the Customer's under the Contract.



- 9.7 The Customer shall abide by the licenses granted to them or procured for them by the Contractor. A breach of this obligation shall be considered a serious breach of the Contract by the Customer and the Customer's right to use the work shall terminate with immediate effect upon such a breach.
- 9.8 Should the Customer's right to use the work terminate, the Customer shall stop using the work, uninstall it and delete it from their data storage. Unauthorised use of the work shall be sanctioned according to the applicable legal regulations.
- 9.9 The Contractor shall be entitled to check compliance with the license conditions at the Customer's.
- 9.10 Ownership rights to the tangible parts of the work and the above-mentioned rights to use the intangible parts of the work shall pass to the Customer on the date when full payment is credited to the Contractor's account.

Valid from: 1st September 2022