GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES ("TERMS")

Valid from January 1, 2023

I. FUNDAMENTAL PROVISIONS

1. **The Provider** of Services is EDITEL CZ s.r.o., V Parku 2294/2, 148 00 Prague 4 - Chodov, Czech Republic, ID No. 60194383, entered in the Commercial Registry maintained by the Municipal Court in Prague, file number C 128840 ("Provider"). The Provider may deliver the below-listed Services by its resources or through the subcontractors appointed at the Provider's discretion and under its responsibility to guarantee an adequate professional level of the services provided.

2. **The Customer** is a legal or natural person operating based on a Trade License with whom the Provider concludes the Contract. The Customer is a user of the Services provided.

3. **Subject of Regulation.** These Terms further regulate the rights and obligations of the Provider and the Customer arising from the Contract and form an integral part thereof.

4. **Conflict of Provisions.** If the Contract contains any regulations different from the Term, the provision contained in the Contract shall prevail.

II. DEFINITIONS

1. **"Contract"** - The Contract means the Service Contract or the Binding Order concluded between the Customer and the Provider. The Contract is further supplemented by technical and price annexes, which form an integral part thereof ("Annex" or "Annexes").

2. **"Terms"** - The Terms mean these General Terms and Conditions for the provision of the Services, which form an Annex to the Contract.

3. **"Customer's Partner"** - The Customer's Partner means a legal or natural person operating based on a trade license with whom the Customer is in business relations and who uses the Service (e.g., by electronic invoicing or ordering).

4. **"Program"** - The Program means the software installed on the Customer's technical equipment, which the Provider has supplied to the Customer and which is a purpose-built communication tool for the implementation of the connection and data transfer over public data networks between the Customer's system and the Service via the Service Interface to ensure the Transfer.

5. **"License"** - The License means the license to use the Program granted to the Customer and further defined in Article IX of these Terms.

6. **"EDITEL Austria GmbH"** - EDITEL is an Austrian limited company registered in the Vienna Commercial Register under the business registration number FN 312252 w. The Company's registered office is in Vienna. EDITEL Austria GmbH is a member of the GS1 Austria group.

7. **"eXite Brand"** – It is used by EDITEL Austria GmbH in particular for the eXite System and the eXite Services. This brand is protected as a Community trademark duly registered by the Office for Harmonization in the Internal Market (OHIM).

8. **"eXite® System"** - The eXite platform is an international integration platform providing transmission of electronic documents using international standards such as GS1 (EANCOM) or ODETTE. All core services of the eXite platform, along with other value-added services provided by the eXite PRO, eXite PRO CCF, and WebEDI platforms, are collectively referred to as the "eXite System." The operation of the eXite System is covered by EDITEL Austria, which makes the eXite System available to users in the respective countries through its representative offices in Central and Eastern Europe. In the Czech Republic, the services of the eXite System, the purpose of which is the processing of electronic transactions ("eXite Service"), are provided by the Provider - i.e. EDITEL CZ.

9. **"Service"** - The Service is the Service or Program delivered by the Provider, as agreed in the Contract, whose technical, procedural, and price details are described more specifically in the Annexes, which form an integral part of the Contract.

10. **"Service Interface"** - The Service Interface is the interface between the Provider's IT infrastructure and the Customer's or Customer's Partner's own or leased data network and infrastructure, that is, the data interface on the Provider's own or leased data network equipment.

11. **"Transmission"** - Transmission means a two-way data transmission between the Customer and the Service Interface and between the Service Interface and the Customer's Partner. The Parties undertake to comply with the transmission rules between them as set out by the Provider, to strictly comply with the message transmission formats or protocols and security rules defined in the Customer Contract and/or the Service Annexes and related documents.

12. **"Service Outage"** - A Service Outage means a sudden and unexpected condition of non-functionality of the Service due to a failure or accident of a hardware or software element, data leased line, power supply interruption, virus infection, capacity collapse, etc.

13. **"Help Desk Service"** - Help Desk Service means a part of the Service which involves providing information and instructions by the Provider on the Customer's request, which relates to using the Service, e.g., setting parameters and functions of the Program or the Customer's intervention in the Service Interface. Such requested information or instructions shall be provided by telephone, e-mail, or other electronic means between the Provider and the Customer and shall be provided under the Terms stated in the Contract.

14. **"Help Desk Service Availability"** - Help Desk Service Availability means the availability of the Provider's Service staff at the workplace during regular working hours (8:00 - 17:00 on working days) in which the Customer places the highest demands on the Service operation.

15. **"Working Day"** - A working day is any calendar day, excluding Saturdays, Sundays, and public holidays.

III. DEFINITION OF THE SUBJECT OF THE CONTRACT

1. **Subject of the Contract**. The Provider undertakes to provide the Service to the Customer and to carry out the related works. The Customer is authorized to use the Service based on an activated connection within the agreed period from the effective date of the Contract. The Provider shall also provide the Customer with a License to use the Program, which enables the Customer to use the Service in compliance with the Contract.

2. **Price.** The Customer is obliged to pay the Provider the price defined in the Contract for the use of the Service.

IV. RESPONSIBILITIES OF THE PROVIDER

1. **Provision of the Services.** The Provider is obliged to provide the Service to the Customer within the scope agreed in the Contract and is obliged to allow the Customer to use the Service under the Terms set out in the Contract·

2. **Availability of the Service.** The Provider shall ensure the delivery of the Service in the scope and quality as described in more detail in the relevant Annex.

3. **Transmission Records.** The Provider shall record the delivery of each Transmission to the Customer's Partner or a downstream network of third-party providers no later than 24 hours after it has taken place.

4. **Evaluation of Service quality parameters.** The Provider regularly monitors and evaluates the quality of the Service delivered within the declared level of Service provided.

5. **Immediate Discontinuation of the Service Provision.** The Provider is entitled to immediately discontinue the provision of all or part of the Services if:
   - It is requested by a government authority in connection with a change in legislation or by a court order;
   - The Customer substantially breaches their obligations under the Contract and these Terms and fails to remedy such breach within 14 days of a written request for a remedy;
   - The Customer allows third parties to use the Services or provides data obtained through the use of the Services to third parties without the Provider's prior written consent;
   - The Customer fails to pay any amounts due within 3 days after receiving the last demand see Article VII. /3.;
   - The quality or availability of the Services provided to the Customer is adversely affected by the actions of the Customer's Partner, affiliates, or subcontractors, or through the Customer's equipment, or such adverse effect is imminent;
   - The safety of persons or property is adversely affected by the actions of the Customer, their affiliates, or subcontractors, or through their facilities, or such a negative impact is imminent.

   The Customer shall not be obliged to pay fees during the duration of the previously stated discontinuation, except for discontinuation due to breach, non-performance, or action or omission of the Customer, the Customer's employees, subcontractors, or Clients as set forth above.

6. **Suspension of Operations**. The Provider is entitled to suspend the operation of the Service if circumstances arise that exclude the Provider's liability under the relevant provisions of the Civil Code.

7. **Resumption of Services.** Discontinuation based on the facts outlined in Article IV. /5. shall be concluded within one working day after it has been proven that the cause of discontinuation has ceased. If the Services are discontinued for reasons on the Customer's part, the Customer acknowledges that the Services will not be restored until all amounts due and the reinstatement fee have been paid in full. The fee amount is defined in the relevant price list, which is available upon request at sales@editel.cz.

V. THE CUSTOMER'S OBLIGATIONS

1. **Information on the Contact Persons.** The Customer is obliged to provide the Provider with the names of the relevant contact persons and any changes to the contact persons with whom the Provider's employees will communicate.

2. **The Customer's System.** The Customer shall, at its own expense, make available on its side of the Service Interface all of its equipment used for Transmission. The Customer shall be entitled to connect to the Service Interface through the Program or other agreed means and to operate the Program on such technical equipment as meets the requirements for the use of Service. The Provider is entitled to determine whether the Customer's technical equipment complies with the requirements for the implementation of the Service Interface before signing the Contract and is entitled to suspend the provision of the Service until the Customer's equipment is brought into compliance with the operational and technical requirements. The Customer acknowledges that in the event of failures in the communication networks, the Service shall attempt to deliver data to the Customer or the Customer's Partner by retransmitting the Transmission until the proper state of the Transmission has been achieved, which may result in multiple data deliveries. The Customer will therefore take reasonable precautions in processing the Data. The Customer shall periodically verify with its Partner the proper functionality of the Transmission.

3. **Transmission Records.** The Customer shall retain records of all Transmissions in the Service Interface or otherwise retain the ability to document the contents of such Transmissions until delivery to the Customer's Partner is confirmed by Provider.

4. **Collaboration.** The Customer is obliged to actively collaborate in the implementation of the subject of the Contract and to render its reasonable cooperation to the Provider.

5. **Reporting a Service Outage.** The Customer undertakes to immediately report any Service outage to the Provider via the Help Desk.

6. **Assignment, Transfer, and Transition of Rights.** The Customer shall not assign or transfer any rights or obligations arising from the Contract without the Provider's prior written consent, which shall not be unreasonably withheld or delayed. The Customer is entitled to assign its rights under the Contract in whole or part to any subjects controlled by the Customer or controlled by the same subject as controls the Customer, or a subject controlling the Customer, without the

Provider's prior consent. The Provider may unilaterally assign its rights against the Customer or claims against the Customer.

VI. REFERENCE

1. Unless otherwise specified in the Contract, the Customer hereby grants the Provider their consent to the use of the subject of the Contract, the logo, and the name of the Customer as a reference that can be used for marketing purposes. The Provider shall be entitled to refer to the Customer in promotional materials as a user of the Service. This consent may be revoked by sending an email to sales@editel.cz.

VII. PRICE, PAYMENT TERMS

1. **Price.** The Customer is obliged to pay the Provider the contractual price for the Services provided. The contractual price is determined based on the Contract under the price arrangements which form an Annex to the Contract. The Customer acknowledges that even if its total consumption of the Service is none or minimal, the Customer agrees to pay a minimum monthly fee, the amount of which is set out in the Contract.
2. **Payment.** All payments shall be made by the Customer to the Provider's bank account indicated on the invoice issued under these Terms and sent by post to the Customer's delivery address or the agreed e-mail address.
3. **Billing and Due Date.** The Provider shall issue an invoice to the Customer in which the Services provided are invoiced in arrears for the previous month. The invoice is due within 20 days from the date of issue unless otherwise agreed in the Contract. In the event of late payment, the Provider shall be entitled to invoice late payment interest at the rate of 0.05% for each day of delay and to charge the costs associated with the recovery of payment. If the Customer fails to pay the overdue payments within the additional period provided even after repeated urging, in the form of electronically sent reminders, the Provider is entitled to terminate the contractual relationship by unilateral withdrawal from the Contract.
4. **VAT.** The applicable VAT rate in all invoices issued will be added to the Service Price in accordance with applicable law.
5. **Form of Invoicing.** If the Customer has agreed to electronic invoicing, the invoice is issued in PDF format, signed with a certified digital signature, and sent by the Provider via electronic mail. If the Customer has not agreed to electronic invoicing, the invoice is issued in paper form and sent by the Provider via post. Both invoice formats are issued in accordance with applicable law.
6. **Billing the Services.** The Customer acknowledges and agrees that in the event of any act, omission, or failure to provide cooperation of the Customer or third parties that causes a delay in the commissioning of the Service, the Provider shall be entitled to invoice the price for the Services provided from the time when the Service is ready for launch by the Provider or has been launched.
7. **Change of the Price:** The Provider reserves the right to change the prices and due dates of payment for the provided Services by updating the price arrangements, but not more often than twice a year.
   The Provider has the right to change prices more often than twice a year only in the following instances:
   - when there is a change in prices of telecommunication service providers;
   - when there is an increase in the consumer prices level by more than 5% according to the data of the Czech Statistical Office, as compared to the situation on the date of the last update of the price arrangements;
   - when the regulatory authority sets special tariffs for the Services which are the subject of the relevant Contract;
   - when there is a significant change in the Provider's business strategy.
   The Customer shall be notified of the price change at least 30 days in advance of the effective date. If the Provider has increased the price of the Services by more than 10%, the Customer is entitled to refuse this change with 15 days' notice before its effective date. In such case, the Customer is entitled to withdraw from the Contract on the effective date of the planned change. Has the Customer not rejected the above change, the Customer is considered to agree to it.
8. **Hours of Operation.** If the Price calculation includes the work of the Provider's specialist billed

at an hourly rate, the availability of the Service Support is as specified in Article II. /14. The travel time arising directly from the provision of any works at the Customer's premises will be counted as Hours of Operation as set above. Any overtime work performed by the Provider's staff at the Customer's request will be charged at overtime rates.
9. **Reimbursement of Costs.** The Customer acknowledges and agrees that the reasonable costs of the extra work, materials, and other supplies, traveling and other expenses, together with other costs arising from the performance of the obligations under the Contract, shall be invoiced by the Provider to the Customer in the applicable invoice.

VIII. DATA PROTECTION

1. **Data Ownership.** All data provided by the Customer for the Services shall remain the Customer's exclusive property. The Provider will secure such data within the Service to prevent loss or disruption, and maintain confidentiality, integrity, and availability. Data is transmitted via secured communication channels and encrypted with safe algorithms.
2. **Data Alterations.** The Provider will not alter any of the Customer's data except the necessary changes in format, data structure or protection agreed upon so that such data can be made available to the Customer's Partner in a data format as agreed with the Customer.
3. **Confidential Information and Prohibition on Disclosure.** Neither contractual party shall disclose any information received from the other party unless the content or the character of the information suggests otherwise. The contractual parties will not distribute or make such information available to third parties without the prior written consent of the other party. The obligation of confidentiality shall apply mutatis mutandis even after the termination of the contractual relationship. This obligation does not apply to information that is or becomes generally and publicly available, known to the recipient, and freely accessible to them before the conclusion of the Contract, received from another party, and subsequently disclosed to the recipient without an obligation of confidentiality by a third party which is also not otherwise bound concerning it, and required to be disclosed by law.
4. **Control mechanisms.** The Service contains control mechanisms that are capable of detecting and preventing unauthorized access to user data stored in electronic form. The data will be exchanged only between the Customer and the Customer's Partner(s), the Provider does not manipulate, collect, or is responsible for the data in the context of the GDPR.
5. **GDPR.** The Provider provides Services that enable the Customer to communicate and conduct data traffic with other Customers and/or the Customer's Partners and subsequently archive data, and thus meets the technical requirements for data transfer and/or archiving. To this extent, the Provider is the processor under Article 28 of the GDPR. The decision to carry out data transmission, the choice of data recipient, and the content of saved or conveyed data or, in the case of archiving, the content of saved data shall be made exclusively by the Customer. Given the above, the Provider undertakes
   - to facilitate a secure data transfer, where the data is only transmitted to the recipient that the Customer unambiguously identifies;
   - to prevent access by unauthorized other persons (third parties), using the means corresponding with the state of the art to guarantee security and confidentiality;
   - in the case of data archiving, provide a place for orderly data storage and enable the data stored there to be transferred to another (external) location appointed by the Customer.

   Regarding the processing of personal data according to the GDPR (Article 4 (2)), the Provider shall guarantee discretion and integrity, or data security and confidentiality (protection against unauthorized or unlawful processing and accidental loss, destruction, or damage) and, accordingly, shall also take measures according to the GDPR (Article 32) as appropriate to establish the security level adequate to the risk, as well as regular testing, assessment, and evaluation of the effectiveness of the technical and organizational measures in place to ensure the processing security.

The Provider does not know the content of transmitted messages and is not liable for the choice of data recipient. Therefore, the Provider is not obliged to provide the Customer with consulting services concerning the data processing which exceeds the use of its communication and archiving facilities and storage and transmission of data carried out with them or which relate to the content of the data saved or transmitted in this way. The content of stored or transmitted data and the purpose of the data archiving or the purpose and choice of the recipient of the transmitted data shall be decided exclusively by the Customer and under the Customer's liability as the controller within the meaning of the GDPR.

The Customer agrees that the data stored within the archiving services and the data concerning natural persons stored and transmitted within the communication services provided by the Provider,

- have been processed legally, fairly, and transparently, according to the GDPR (Article 6);
- have been collected for specified, explicit, and legitimate purposes and not further processed for purposes incompatible with those purposes;
- are correct and up to date;
- are deleted or corrected without undue delay if they are incorrect;
- are used and transmitted solely to the extent necessary for the purposes they are processed for, according to the data minimization principle;
- are only stored for the duration of the legitimate purpose of the data processing, according to the storage limitation principle.

The Provider shall provide the Customer with support in the use of the data network according to the Contract, as well as support in the transparency of data provision policy so that the Customer can meet the data subject's claims to access the relevant personal data in addition to the content of data being transferred, if necessary. The Provider shall also provide the Customer with assistance regarding the use of the communication service according to the Contract, regarding personal data breach according to the GDPR (Article 33 (1)), and regarding the breaches of the Subject's data according to the GDPR (Article 34 (1)).

If in the performance of its responsibilities, the Provider discovers facts indicating a personal data breach in connection with the data processed by the Customer, the Provider shall notify the Customer of this fact without undue delay in terms of the GDPR (Article 33 (2)).

The Customer is thus solely responsible for the fulfillment of the data subjects' rights under the GDPR (Article 12), namely the rights to the

- information and access to personal data in case of the collection of such data (Articles 13 and 14)
- information about and access to personal data in case of the processing of such data (Article 15)
- rectification (Article 16)
- deletion ["right to be forgotten"] (Article 17)
- restrictions on processing (Article 18)
- notification regarding rectification, erasure, or restriction to the authorized persons (Article 19)
- data portability (Article 20)
- objection (Article 21)
- appropriate measures be taken in advance to ensure compliance with the obligations (Article 24).

The Customer grants their consent to the Provider to use the sub-processor to ensure communication processes between Customers and/or the Customer's Partners, for which the Provider is liable. The Provider shall inform the Customer of any planned changes regarding the sub-processors (replacement or addition). The Provider shall ensure that all persons who carry out activities on its behalf respect confidentiality. The Customer is liable to the Provider for persons whom the Provider, by the Customer's authority, authorizes to digitally sign documents in the communication system and also for persons

appointed by the Customer as potential recipients of thus signed documents to have consented to the processing of personal data according to the GDPR (Article 7).

The Customer shall delete such data if the person concerned withdraws their consent under the GDPR (Article 21) or if it can be excluded that digital signatures have been processed for that person, or if the person identified by the Customer as a potential recipient withdraws their consent, or if this person, as a potential recipient of signed documents, terminates their employment, of which the Customer is obliged to notify the Provider without delay to carry out deletion.

The Customer shall guarantee to the Provider that the natural persons whose contact details the Customer provides within the contractual relationship, in particular within its administration, invoicing, and the settlement of services, performance of the Contract, the maintenance and consulting services provided or to be provided, disclosed by the Customer to the Provider as part of the exchange of information, transmission of messages and information, even if this information is provided in a permissible manner for marketing purposes, and in the case of being contacted by the Provider for requests, or by persons contacting the Provider on behalf of the Customer, have always consented to the processing and storage of their contact details by the Provider and the use of these details for these purposes by the Provider under the GDPR (Article 7).

Conversely, the Provider guarantees to the Customer that the persons whose contact details are provided to the Customer in connection with their contractual relationship have agreed to the recording, storage, and use of the processed data.

The relevant person's data must always be deleted by the Customer or the Provider if the person expressly withdraws their consent or no longer acts as a contact party within the contractual relationship, of which the contractual party shall notify the other contractual party within a reasonable period.

IX. COPYRIGHT

1. **Provider's Rights.** All rights related to the Service and the Program are the property of the Provider and will not be transferred to the Customer.
The Provider hereby declares that it has all necessary authorizations to grant the Customer the right of use to operate the Service and/or the Program under the Contract.
2. **License.** The Provider hereby grants the Customer a non-transferable and non-exclusive license ("License") to use the Program, and only for the purpose and to the extent specified in the Contract.
3. **License Terms.** The License is conditional upon the operation of the Program on the Customer's technical equipment. The Customer is not entitled to install the Program on any other device without the Provider's prior written consent.
4. **Use of the License.** Software that is part of the eXite System or that is used by the Provider for the purposes of the eXite Services may only be used by the Customer to the extent necessary to use the eXite Services (and then only if the Customer is authorized to use the eXite Services) and may not be used by the Customer for any other purpose. The license to use the Program is granted on a non-exclusive basis for the term of the Contract. The license does not include the provision of source code, and the Customer is not authorized to modify, tamper with, or decompile the eXite System in any way beyond the scope expressly permitted by copyright law.
5. **Interventions into the Program.** The Customer is not entitled to make any modifications, additions, or changes to the Program, even if such interventions are aimed at correcting obvious defects or consistent with the purpose of the Customer's use of the Program. If this paragraph is violated, the Provider shall not be liable for the Program's functionality and the ability of Customer to properly use the Service.
6. **Abuse of the Program and its use by third parties.** The Customer agrees not to disclose or allow third parties to use the Program without the Provider's

prior written consent. Furthermore, he/she shall not misuse or allow third parties to misuse the Program by unauthorized means, manipulation, fraudulent conduct, or other illegal ways and means.

X. COMPENSATION FOR DAMAGES

1. **Compensation.** The Provider shall indemnify the Customer for damages caused as a result of proven unlawful acts or negligence of the Provider in the performance of the Services. The Customer agrees that the total amount of damages in respect of all claims in any one calendar year shall not exceed the price paid by the Customer in the last 12 months. The Customer shall take ongoing precautions to minimize the likelihood and consequences of damage, including but not limited to data processing, data protection and backup, organizational procedures, and operating procedures.

2. **Liberation Causes.** The Provider is not liable for:
   - Damage caused by the Customer's acts or omissions, intentional or negligent, in connection with the use of the Service;
   - Damages arising from improper or unauthorized use of the Program by the Customer;
   - Damage caused by failure to comply with the Provider's instructions;
   - Damage caused by the Customer's refusal to make the network or equipment available for installation, testing, or repair;
   - Installation, operation, or maintenance of software, hardware, firmware, or other equipment not supplied by the Provider;
   - Non-functionality of networks operated by third parties;
   - Damage caused by the transmission and/or reception of signals via the Customer's equipment not supplied by the Provider;
   - Assessment of Customer's needs in terms of space, computer, and transmission capacity of the equipment and its use. The Customer is solely liable for the choices made in connection with the above unless otherwise provided in the Contract;
   - Circumstances precluding the obligation to compensate for damages within the meaning of Section 2913 (2) of the Civil Code;
   - Accuracy of the data content created by the Customer;
   - Acts or omissions by a third party supplying the Customer with products or services requested by the Customer in relation to the use of the Services;
   - Infringement of copyright, rights regarding personal data, or rights to information sent to the Customer via the Provider;
   - Infringement of a patent or other industrial property rights caused by the use of the Customer's equipment and systems in connection with the equipment and services provided by the Provider;
   - Damage caused by unauthorized access to telecommunications and other equipment located on the Customer's premises;
   - Damage caused by alteration or destruction of data files, programs, or other devices, procedures, or leakage of Customer's information caused by accident, unauthorized access, or illegal or improper means, except in cases where these facts were directly caused by the proven fault of the Provider.

XI. DURATION OF THE CONTRACT, TERMINATION OF THE CONTRACT

1. **Validity and Effectiveness.** The Contract is concluded for an indefinite period and shall take effect on the date of signature by a latter contracting party.
2. **Termination.** The Contract shall be concluded for an indefinite period and may be terminated by either party by written notice of three months starting on the first day of the month following the month of the notice's delivery to the other party.
3. **Termination by the Customer due to material change in the Terms of the Services provided**. The Customer is entitled to terminate the Contract on the grounds of an announced, unilateral change of the Price for Services provided or any other material change to these Terms made by the

Provider. The Customer shall give a written termination notice within 15 days of receiving the announcement of the change. The termination notice period is 30 days. If the Customer fails to do so, they lose the option to terminate the contractual relationship within the shortened notice period, and the Provider shall assume that the Customer agrees to the change. If the Customer terminates the Contract, the Customer shall not be entitled to claim a refund of any remaining balance of the already paid fees unless the applicable law restricts the Provider's entitlement to retain the fees paid. In such cases, the Customer is only entitled to a refund of fees to such extent that the applicable law specifies as the minimum.

4. **Withdrawal from the Contract**. Any of the parties may withdraw from the Contract in a written form if the other party materially breaches the Contract, in particular, by failing to perform its obligations for a period of at least thirty days. It shall be effective from the moment of delivery of the notice to the other party.
The Customer may withdraw from the Contract if the Provider has been adjudicated bankrupt, a situation of such nature has occurred, or the Provider is no longer able to fulfill its obligations and, as a result, the supply of Services is interrupted for more than seven days in a row.
Withdrawal of the Provider is acceptable under any of the following circumstances:
   - The Customer has been adjudicated bankrupt;
   - The Customer has not paid an invoice for the provision of the Services under Article VII. /3. of these Terms;
   - Other severe circumstances have occurred, e.g., material and other damage caused to the Provider by abuse of the Services provided, major infringement of user rights, by allowing third parties to use the Services without the Provider's prior written consent, or by providing information to a third party.
5. **Consequences of the Termination of the Contract.** Upon the termination of the Contract, each party shall return to the other party without undue delay all data and deliverables provided under the Contract. The Customer is further obliged to enable the Provider to uninstall the Program from the Customer's computer where it was installed and to immediately destroy all copies and installations of the Program at the Customer's disposal.
6. **Material Breach of the Contract.** The Parties agree that a breach of the obligations outlined in Articles V. /4., VIII. /3. and IX. /6. of these Terms is a material breach of the Contract and entitles the Party concerned to withdraw from the Contract.

XII. EXITE SERVICES
(THIS SECTION IS NOT APPLICABLE IF THE CUSTOMER IS NOT THE EXITE SERVICE USER)

1. **Description of eXite Services**. The eXite Services are based on the reception of data and information by means of telecommunication, conversion of data packets from the form used by the Customer (hereinafter referred to as "User") into a form previously agreed upon by the Customer's Partner (clearing) and forwarding the data to the Customer's Partner in such form. The eXite Services consist mainly of the operations specified in the Technical Annex, which is a part of the Contract. Data connection with the eXite System allows sending data to all Users connected to the eXite System and/or gaining provided data from the Users via the same connection. Each User can select both potential data exchange Partners and the type of data within the eXite System options.
2. **eXite System Administrator.** The User is obliged to appoint an eXite System Administrator and proxy and is obliged to immediately notify the Provider of any further changes in the staffing or e-mail addresses of persons responsible for the administration or use of the eXite System to transmit system or error messages in an updated form.
3. **Registration/Login.** The eXite System Users are registered during the implementation of the Service. However, the registration of a new User can be done only with the complete contact information which is required to create a User profile. The User has access solely to data stored in their data box(es).

4. **User Identifiers** (GLN, Global Location Number or ODETTE ID or OSKAR ID, etc.) serve for the identification of the User in the eXite System. The User may register one or more data boxes (each of which allows the User to log in individually). One or more User Identifiers may be assigned to each data box.

5. **Data Formats.** Each User of the eXite System is responsible for the accuracy of their data. In the eXite System, data is exchanged via standardized data formats. Supported data formats are, in particular: EANCOM, UN/EDIFACT, SWIFT XML, GS1 XML, ODETTE EDIFACT, VDA, and ANSI X12.

6. **User's Liabilities.** The eXite System User is liable to take such measures, at their own expense, to enable the exchange of data within the eXite System. The User is liable to become acquainted with all Programs they use in connection with the eXite Services, in particular, to verify their functionality. This also concerns later changes and extensions. If the User discovers any discrepancy, inconsistency, or mistake, in received messages, they are obliged to inform the Provider without further delay. The User is also obliged to announce this fact to the message sender. If the User receives data or messages intended for someone else, immediately after finding out that they are not the intended recipient, the User is obliged to stop getting familiar with its contents, inform the Provider immediately, and, on call from the Provider immediately delete such the data or messages. The User undertakes to keep the contents of such data or messages confidential. The User is not entitled to use the eXite Services for purposes other than those for which they are intended or to use the eXite Services in a manner that directly or indirectly violates applicable law or the provisions of these Terms.

7. **Development Perspectives.** The Provider shall be entitled to change the structure of the eXite Services during ongoing maintenance. The Provider is also entitled to change the structure of the eXite Services to improve them and/or to make changes to the technical parameters of the eXite System or the eXite Services, and the Provider may inform the User of such modifications with reasonable notice.

8. **Maintenance of the eXite System**. The user acknowledges that the eXite Services may be temporarily unavailable due to maintenance work or technical changes. In such cases, the Provider will endeavor to minimize such limitations to the eXite Services. The User acknowledges that in such cases they will be required to use certain alternative procedures in place of the eXite Services. In such cases, the User is liable for the proper execution of such alternative procedures, particularly in

connection with securing the transmission of data messages between it and its Partners.

9. **Data Transfer and Protection.** In the electronic exchange of the User's data with another User, the Provider has the status of an intermediary independent organization, provided that all technical and other conditions agreed in these Terms are met by the User and the User complies with all instructions of the Provider regarding the use of the eXite System. The Provider shall not be liable for the accuracy of the content of the transmitted data nor the security of the User's computer network. Only the address fields of the transmitted data and the eXite System login credentials will be accessed and used during the data transfer within the eXite System connection. The User understands that the use of eXite Services requires the Provider to have sufficient access to the User's identification data (Data). Upon commencing to use the eXite Services, the User agrees with having their Data processed by the Provider for the provision of eXite Services. At the request of the Provider, the User is obliged to provide such consent in a written form, and to provide, if necessary for the eXite Services provided, consent from either their employees involved or other natural persons concerned, affected by the use of the eXite Services by the respective User. If the data is transferred to other operators (e.g., VAN-networks, EDI-networks, or platforms), the Provider's liability ends at the moment of transferring the data to such operators. The Provider is obliged to take technically and commercially adequate measures to protect the data stored in the eXite System against unauthorized access by third parties. The Provider is not liable for the actions of any third party who, despite these measures, manages to gain access illegally. If the Provider does not intentionally or by gross negligence fail to comply with obligations regarding the care provided, no liability shall arise on the Provider's part, and complaints for damages will not be accepted. To maintain essential data protection the eXite System User shall keep their passwords confidential.

10. **License Terms.** The license terms for use of the eXite Services Program are described in detail in Article IX of these Terms.

11. **Error Correction and Collaboration.** The Provider shall provide adequate correction of errors caused by a defective device or process in the eXite System, to the extent reasonably possible. In such cases, the User undertakes to provide the Provider with the necessary cooperation. The term "cooperation" means, in particular, a prompt reporting of an error, assistance in its accurate identification and reproduction, and cooperation in its correction. If

the User fails to provide the necessary collaboration, this fact shall be taken into account accordingly when assessing the Provider's performance of its obligations. The Help Desk Service is available to the User for the purposes of reporting, error correction, and maintenance. In such cases, authorized employees of the eXite System Provider shall have access to the content of the transmitted data, which the User accepts by the use of the eXite Services. The Provider is obliged to keep these data confidential and also to take measures to protect these data.

XIII. FINAL PROVISIONS

1. **Governing Law**. The Contract is regulated by Czech law, primarily the Civil Code. Any dispute arising out of or in connection with the Contract shall be settled by the general courts of the Czech Republic. The Parties mutually undertake that in the event of disputes or administrative proceedings they will accept the data log, i.e. the historical overview of transmitted messages taken in the systems of both Parties, as full evidence, unless proven otherwise.

2. **Amendments**. All modifications to the contractual relationship must be made in writing in the form of Amendments to the Contract.

3. **Separability.** If any particular provisions of the Terms or the Contract are invalid or ineffective, the other provisions shall not be affected. In such case, the parties undertake to agree on a new provision to replace the invalid or ineffective provision.

4. **Delivery and Performance of Acts**. The addresses to which mail will be delivered and legal actions against the Parties taken, including the contact persons, shall be specified in the Contract.

5. **Force Majeure.** Neither party will be held liable for any damage caused by the breach of obligations or the delay, provided that this breach or delay is a direct or indirect outcome of any of the obstacles relieving the contractual parties of the obligation to compensate the damage, within the meaning of Section 2913 (2) of the Civil Code ("Force Majeure"). Force Majeure includes, but is not limited to: natural phenomena, pandemics, wilful conduct of a third person, uprising, riots, strikes, working layoffs, work boycotting, occupation of property important for the fulfillment of liabilities resulting from these Terms, war (declared or undeclared), change of political situation that either excludes or makes the execution of rights and liabilities resulting from these Terms excessively difficult, or other similar cause.

6. **Customer Statement.** The Customer declares to have carefully read these Terms before signing the Contract and confirms that they expressly accept them within the meaning of Section 1753 of the Civil Code of the Czech Republic.