

# Aimtec Standard Terms

## General Business Terms

### 1 Introductory Provisions / Contract Structure

- 1.1 These General Business Terms (hereinafter referred to as the “**GBT**”) constitute part of the Standard Terms of AIMTEC a. s. (hereinafter referred to as “**Aimtec**” or the “**Supplier**”), together with the applicable Specific Terms. The current list of the Supplier’s Standard Terms is available at <https://legal.aimtecglobal.com>. The GBT and the Specific Terms are hereinafter collectively referred to as the “**Standard Terms**.” Individual specific terms applicable to individual Deliverables shall be set forth in the Specific Terms (hereinafter referred to as the “**Specific Terms**”), which further supplement and clarify the GBT in connection with the particular solution or Deliverable. Specific Terms cannot be used independently, but always at least together with the GBT. The “**Customer**” is the entity receiving the Deliverables and is identified in the Contract as the Customer.
- 1.2 The GBT define the general terms for: (i) deliveries of tangible products (hereinafter the “**Product Delivery**”), in particular hardware (hereinafter referred to as the “**Hardware Products**”) by way of the agreement on delivery of the HW Products (hereinafter referred to as the “**Product Deliverable**”); (ii) provision of Aimtec software and/or third-party software (hereinafter referred to as the “**Software Products**”) by way of a license to the respective Software Product, whether as a one-time paid perpetual license or a recurring/subscription-based license (hereinafter referred to as the “**Software Delivery**” an outcome of which is the “**Software Deliverable**”); (iii) implementation of information systems aimed at producing defined outputs, including incremental changes in the form of Support (hereinafter referred to as the “**Project Delivery**” an outcome of which is the “**Project Deliverable**”); (iv) deliveries provided through cloud infrastructure (hereinafter referred to as the “**CLO Service**” an outcome of which is the “**CLO Service Delivery**”); and (v) provision of Maintenance services, Software-as-a-Service (SaaS), or other services in conjunction with third-party Software Products (hereinafter referred to as the “**Services**”). Product Delivery, Software Delivery, Project Delivery, provision of the Services and CLO Service are collectively referred to as the “**Contract Performance**”. Product Delivery, Software Deliverable, Project Deliverable, CLO Service Delivery, and Services are collectively referred to as the “**Deliverables**.” Software Products and Deliverable of Project may constitute works protected under Act No. 121/2000 Coll., the Copyright Act (hereinafter referred to as the “**Copyright Act**”). CLO Service can be provided via [aimtec.cloud](https://aimtec.cloud), which is a set of cloud services and solutions offered by the Supplier, including various services, applications, data management, analytics, and integration, all available through the cloud.
- 1.3 These GBT, the Budget (which may exist in multiple versions, with the effective version being the one most recently accepted by the Customer), along with any relevant Specific Terms, constitute the Contract governing the specific Contract Performance (the “**Contract**”). The minimum scope of the Contract shall consist of the Budget, which includes these GBT. The Contract may specify or limit provisions of the Standard Terms. The Contract constitutes the entire agreement between the Supplier and the Customer (the “**Contracting Parties**”) and supersedes all prior oral or written agreements and documents not expressly referred to in the Contract. Except for references to the GBT, applicable Specific Terms, and the Budget (scope the Contract Performance and price of the Deliverables), which automatically form part of the Contract, any other specific annexes to the Contract must be expressly accepted (electronically or in writing) by both Contracting Parties; otherwise, such annexes shall be disregarded. Amendments to the Contract must be expressly accepted (electronically or in writing, including as part of a Change Procedure) by both Contracting Parties. If not, such amendment shall be deemed void and unenforceable. Changes in the scope of Contract Performance may be regulated within the Change Procedure if stipulated in the relevant Specific Terms. Unless explicitly stated otherwise, if the conditions of the Change Procedure set out in the Specific Terms are met, the approved changes shall modify the scope of the applicable Contract. Unless agreed otherwise by the Contracting Parties, each Contract for specific Deliverables is severable and constitutes an independent obligation. Non-performance of one Contract Performance shall not result in a breach of other Contracts governing other Deliverables. If the Supplier performs multiple Deliverables under one Contract as partial performance, each such partial performance shall be severable and independently usable by the Customer.
- 1.4 In the event of a conflict between individual documents, the provisions of the Contract shall prevail, followed by the license terms applicable to the Software Product, then the Specific Terms, and finally the GBT. In the event of a conflict between the GBT and the Specific Terms, the Specific Terms shall prevail. The Supplier and the Customer expressly exclude the application of trade practices and any standard terms, arrangements, or other conditions of the Customer. Terms defined in one of the documents shall have the same meaning in the other documents, unless explicitly agreed otherwise, without the need for repeated definition. Capitalized terms not defined in these GBT shall have the meaning given to them in the Specific Terms applicable to the specific Deliverable agreed under the Contract.
- 1.5 For the purposes of the Contract, “**Contracting Party Group Members**” shall mean any legal entity forming a concern with the Contracting Party, directly or indirectly owning, being owned by, or under common ownership with the Contracting Party. For the purposes of the foregoing, “**owning**,” “**owned**,” or “**ownership**” shall mean holding more than 50% of the voting rights in the relevant Contracting Party.
- 1.6 The Supplier shall be obliged to provide the Deliverables based on the information supplied by the Customer. The Customer shall be liable for the accuracy and completeness of such information; otherwise, this shall constitute a material breach of the Contract. The Supplier shall not be obliged to verify any information received from the Customer. The

Customer confirms that it is authorized to share any provided information or data with the Supplier. The Customer shall inform the Supplier of any circumstances on its side that may affect the Contract Performance.

- 1.7 Both Contracting Parties agree with the content of the entire Contract and the Contract being concluded (i.e., become effective) by one (or more) of the following ways, while the Contract being concluded by the earliest of them: (i) acceptance of the Budget by the Customer; (ii) submission of an order for Deliverables by the Customer via the AIMTEC portal on: <https://sd.aimtecglob.com/>; (iii) electronic signature of the Contract (particularly via DocuSign); or (iv) handwritten signature of the Contract in hard copy by the authorized representatives of the Contracting Parties. The Contract shall also be deemed concluded if the Customer demonstrably acts (as of the beginning of such actions) in accordance with the Contract, including the payment of any amount for Deliverables according to the Budget. Unless explicitly agreed otherwise by the Contracting Parties, the Contract shall not include any offers, acceptances with reservations, or counteroffers by the Customer that have not been expressly accepted by the Supplier. The Supplier excludes acceptance of an offer with additions or deviations.
- 1.8 During the term of the Contract, the Standard Terms, the Budget, and/or the Price List agreed for the given Contract shall apply. Amendments to the Standard Terms shall be published by the Supplier at <https://legal.aimtecglob.com>. Unless explicitly agreed otherwise in a specific case, a new version of the Standard Terms and/or the Price List shall become binding on the Customer upon the conclusion of a new Contract or for newly ordered Deliverables, or for additional Deliverables that may be separated from already agreed Deliverables.

## 2 Price and Payment Terms

- 2.1 The price for the Contract Performance is agreed in the Contract, or as applicable, approved by the Customer through acceptance of the Budget, in which case such acceptance shall constitute conclusion of the Contract in accordance with the current Standard Terms and/or the current Price List.
- 2.2 All amounts are stated exclusive of VAT, which shall be charged in accordance with applicable laws in force on the date of taxable supply. Related costs shall be invoiced either according to the Budget or as otherwise agreed.
- 2.3 In the case of recurring Deliverables (i.e. subscription/recurring)-based licenses for Software Deliverable, CLO Service Delivery or the Services), the Supplier reserves the right to adjust the price in the event of a price change by the infrastructure provider or an increase in third-party license fees (for third-party Software Products), while any such change shall become effective as of the following billing period, but not earlier than two (2) years after the Contract becomes effective. If the Customer disagrees with the price increase on this basis, the Customer may withdraw from the Contract with effect as of the effective date of the price increase, regardless of the Contract's duration.
- 2.4 The Supplier shall issue and send a tax document (invoice) within the timeframe specified in the Contract or Budget. Unless agreed otherwise, the invoice is payable within 14 days from the date of delivery, and the amount shall be paid by bank transfer to the Supplier's bank account as specified in the invoice. In case of uncertainty regarding the invoice delivery, the invoice shall be deemed delivered no later than the fifth business day after it was demonstrably sent by the Supplier to the address of the Customer, including email if specified in the Contract.
- 2.5 If payment for the Deliverables is not credited to the Supplier's bank account by the due date, the Supplier reserves the right to charge delay interest at a rate of 1.5% per month. In the event the Supplier incurs costs related to the enforcement of overdue payments, such costs may be charged to the Customer by means of an additional invoice.
- 2.6 Any discounts agreed apply to the full scope of the Contract. If the Contract is terminated early or only partially fulfilled, for reasons on Customer's side, the agreement on the discount shall cease to exist with retroactive effect (*ex tunc*) (i.e. as of the commencement of the Contract).
- 2.7 If the Customer has any overdue liabilities toward the Supplier exceeding 14 days past due, the Supplier is entitled to suspend further performance under the Contract or temporarily discontinue the provision of any Contract Performance under any other contracts or orders until full settlement of outstanding liabilities. This right may be exercised after the Customer is notified and given at least 14 days to remedy the situation. During the exercise of this right, the Supplier shall not be deemed in default. If the Customer does not remedy the situation within 14 days after notification, the Supplier may withdraw from Contract for breach with effect *ex nunc*. If the Customer remedies the situation, but the continuation of work is no longer feasible under the original terms and additional costs arise in connection with the resumption of work, the Supplier shall quantify such costs and submit them to the Customer for approval within 14 days from the resolution of the cause of suspension. If the Customer refuses to approve the stated costs, the Supplier may terminate the Contract (and any other affected contracts, as deemed necessary by the Supplier) pursuant to paragraph 17.1 below.
- 2.8 The Supplier reserves the right to increase the Price for Deliverables by the year-on-year inflation rate as expressed by the average annual consumer price index published by the Czech Statistical Office for Deliverables invoiced in CZK. For Deliverables invoiced in a currency other than CZK (especially EUR), the Price shall be increased according to a comparable inflation index, namely the Harmonised Index of Consumer Prices of the European Union (HICP) as published by Eurostat (the "**Inflation Index**"), effective as of 1 January of the calendar year. The Customer shall be informed of such increase by email no later than by the end of the first calendar quarter of the year in which the Inflation Index is applied. In the event of deflation, no adjustment to the Price shall be made.

## 3 Performance Deadlines

- 3.1 The Supplier shall provide the Deliverables within the timeframes specified in the Contract.
- 3.2 Standard working hours are considered to be from 09:00 to 17:00 local time in the Czech Republic on business days, i.e. calendar days excluding Saturdays, Sundays, and public holidays recognized in the Czech Republic. The Standard working hours outside the Czech Republic may be adjusted in the Contract.

## 4 Place of Performance

- 4.1 The place of performance shall be the registered office or premises of the Customer. Where specific activities can be carried out at the Supplier's registered office or premises, or remotely, the performance may be provided in such a manner.
- 4.2 The Customer shall acquire ownership title to the Hardware Products upon full payment of the price for such Hardware Products. The Supplier shall fulfil its delivery obligation in accordance with EXW terms, unless otherwise stipulated in the conditions of the respective hardware suppliers. The Supplier shall inform the Customer of such third-party terms prior to Contract conclusion, and by entering the Contract the Customer shall be deemed to have agreed to them.

## 5 Cooperation of the Contracting Parties

- 5.1 “**Cooperation**” means all activities that the Customer undertakes to provide during the performance of the Contract in order to enable the Supplier to deliver the Deliverables. The primary Requirements for Cooperation are defined in the applicable Specific Terms and in the Contract.
- 5.2 The Customer shall appoint Responsible Persons who will be accountable for defining and accepting the scope of the Contract Performance. The Responsible Persons shall be agreed upon in the Contract.
- 5.3 Each Contracting Party shall be responsible for the actions of its personnel and representatives, including the timeliness, accuracy, and completeness of all information (including Personal Data) provided by or on behalf of such Contracting Party to the other Contracting Party.
- 5.4 If the Customer fails to provide Cooperation or accurate and complete information or materials, or if the Customer fails to communicate, the Supplier shall not be liable for any delay in Contract Performance or defect in the Deliverables. The Supplier further reserves the right to adjust all performance deadlines by a period equivalent to each specific delay caused by the Customer. If the Customer fails to provide the required Cooperation, the deadline for the delivery of the Contract Performance as specified in the Contract shall be extended by the duration of the Customer's delay plus 14 days. The Supplier shall be entitled to reimbursement of any costs incurred due to delay or failure of Cooperation by the Customer. The Supplier shall inform the Customer of the Supplier's delay, at least by email.
- 5.5 The Supplier may engage subcontractors for the provision of the Deliverables or any part thereof without the Customer's consent, while the Supplier remains liable for the acts and omissions of such subcontractors. Subcontractor does not become a party to the Contract. For the avoidance of doubt, data centre providers and third-party copyright holders of Software Products that deliver Software Products directly to the Customer, where the Supplier provides related Services, shall not be considered subcontractors, and Aimtec shall not be liable for their performance. However, the Specific Terms or the Contract may contain different provisions regarding the Supplier's responsibility for the availability of third-party Software Products or services.

## 6 Assignment

- 6.1 Neither Contracting Party may assign or otherwise transfer the Contract without the prior express written consent of the other Contracting Party.

## 7 Force Majeure

- 7.1 A Force Majeure Event means an event beyond the reasonable control of the Contracting Parties that prevents a Contracting Party from fulfilling any of its obligations under the Contract, including but not limited to:
- 7.1.1 fires, explosions, earthquakes, droughts, tidal waves, and floods;
  - 7.1.2 epidemics and pandemics;
  - 7.1.3 contamination by radioactivity from nuclear fuel or waste, nuclear explosions, or hazardous properties of nuclear assemblies;
  - 7.1.4 changes in domestic or foreign legislation, actions by domestic or foreign governments or governmental institutions, imposition of sanctions or embargoes;
  - 7.1.5 disruption of public transport or public data communications;
  - 7.1.6 war, including civil war, hostilities (whether war is declared or not), invasion, hostile acts of foreign powers, mobilization;
  - 7.1.7 uprisings, revolutions, riots, civil unrest;
  - 7.1.8 strikes, work slowdowns, outages, or failures, provided they are not limited solely to the Supplier's or its subcontractors' employees;
  - 7.1.9 terrorist acts or terrorist threats.
- 7.2 If the Deliverables are operated from a third-party data centre, the Customer, by entering into the Contract, accepts the contractual terms of such data centre provider. The Supplier is not obliged to inform the Customer of these terms, including liability terms toward users (including the Customer). The unavailability of a data centre is deemed a Force Majeure Event.
- 7.3 The Contracting Party invoking Force Majeure shall inform the other Party of the occurrence and circumstances of such Force Majeure Event and of its cessation.
- 7.4 The Contracting Parties shall be relieved from liability for partial or total non-performance of their obligations under the Contract if such non-performance results from a Force Majeure Event affecting the Contracting Party or its subcontractors. If the Force Majeure circumstances persist for more than three months, either Contracting Party may terminate the Contract in accordance with paragraph 17.3 below.

## 8 Contractual Penalties

- 8.1 The number of contractual penalties is agreed for the specific Deliverable in the Specific Terms.
- 8.2 Contractual penalties shall be deemed a liquidated damage arising from a breach of the secured obligation in accordance with applicable laws.
- 8.3 If contractual penalties are agreed as a multiple of the Deliverable Price, the applicable Deliverable Price for the purposes of calculating the penalty shall be the valid and effective price at the time the breach occurred.

## 9 Communication and Notification Procedure

- 9.1 Unless otherwise agreed in writing, and except for Personal Data which must be shared only through secure means, the Customer, Supplier, each Contracting Party's Group Members, and their personnel may use properly addressed emails, shared storage, and voice for all communication.
- 9.2 The Customer shall allow the Supplier to use the Customer's local network at the Customer's premises and/or provide sufficient internet connectivity for the Supplier's personnel (typically using laptops) to connect to the Supplier's network via the Customer's or Customer Group Members' communication devices. The Customer acknowledges that the Supplier may need access to electronic data and communication devices of the Customer or Customer Group Members for Contract performance purposes. The Supplier's personnel shall be granted access to internal networks, applications, data, or other systems of the Customer or Customer Group Members under conditions the Customer deems necessary to protect its data and systems. The Customer shall notify the Supplier of such conditions in advance. The Supplier reserves the right to object to any unreasonable conditions.
- 9.3 Each Contracting Party shall be responsible for the security of its own systems and, to the maximum extent permitted by law, shall not be liable to the other Contracting Party for any loss, damage, or omission arising from internet use or access

to the other Contracting Party's networks, applications, data, or systems unless such liability is expressly assumed in the Contract.

- 9.4 For notification delivery within the Czech Republic via postal services or data boxes, the presumption of delivery shall follow applicable legal regulations.
- 9.5 In all other cases, the following shall apply for proof of delivery:
  - 9.5.1 In case of personal delivery, the delivery date is the date the document is demonstrably handed over to the receiving Contracting Party.
  - 9.5.2 In case of courier delivery, the delivery date is the third business day from the date the document was demonstrably sent to the address of the recipient Contracting Party's registered office or premises.
  - 9.5.3 In case of delivery via email, the delivery date is the date the document was demonstrably sent to the recipient Contracting Party.
  - 9.5.4 In case of delivery via a shared portal, the delivery date is the next business day after the document was demonstrably published.

## 10 Handover / Takeover / Acceptance of Deliverables

- 10.1 Handover is the process in which the Deliverable or its part (in the case of Project Deliverables, individual Project Phases) is accepted by the Customer, in accordance with the Contract or the applicable Specific Terms. The Supplier shall provide the Deliverable together with a Handover Protocol, the form and content of which are defined in the Contract or Specific Terms. The Customer is obligated to takeover (accept) the Deliverable or its part either with no further Request or with identified Requests that do not prevent acceptance. The Customer must list all such Requests in the Handover Protocol. A period for resolving these Requests shall be agreed by the Contracting Parties.
- 10.2 If the Customer identifies Requests preventing the use of the Deliverable (Critical Requests), these shall be noted in the Handover Protocol, along with a clear statement that the Customer refuses to takeover (accept) the Deliverable. In such a case, acceptance shall not occur, and the Supplier shall be granted an additional period to resolve the Critical Requests, as indicated in the Handover Protocol. The acceptance process shall then be repeated.
- 10.3 If the Customer neither accepts nor refuses to accept the Deliverable, and none of the conditions for justified refusal occur within 14 days of delivery of the Handover Protocol, the Deliverable shall be deemed accepted ("**Deemed Acceptance**"). Acceptance shall also be deemed to occur if the Customer uses the Deliverable or its part, either in Routine Operation or, in the case of Project Deliverable, by proceeding with the next Project Phase or continuing Routine Operation under paragraph 11.3, or by paying the Price of the Deliverable or its part under the Contract.
- 10.4 In the case of Project Delivery, the Contract shall be deemed fulfilled by the Supplier upon the completion of the Productive Operation with Support (i.e., this shall be considered as a completed due performance of the work with respect to the relevant part of the Information System, and any outstanding requests shall be transferred to the SED and handled as part of the Support Deliverable). This does not affect the warranties of the Deliverables as specified in paragraph 11.3.
- 10.5 Where appropriate (e.g. for handover of Hardware Products via courier or handover via confirmation in a Project Report), the Acceptance Protocol may be replaced by such agreed document, as specified in the applicable Specific Terms or the Contract.
- 10.6 Product Deliverables, Software Deliverables, or Project Deliverables shall also be deemed completed if the Hardware Products, Software Products, or the Information System being implemented within the frame of the Project Deliverable are used in Routine Operation or have been accepted (including Deemed Acceptance under paragraph 10.3). In such cases, the Supplier shall be considered to have fulfilled the Contract duly and completely. The Productive Operation with Support Phase ends after fourteen (14) days from its commencement, after which Routine Operation begins. Routine Operation means the Deliverable Phase during which support is provided either by the Supplier under Specific Terms for Support or the support of Deliverables is provided by a third party. Warranty Requests (as defined in paragraph 11.3) shall be addressed by the Supplier within Support Deliverable or in accordance with a specific agreement between the Contracting Parties, if the Support is not provided by the Supplier. For clarity, if the Project Deliverable consists of multiple parts of the Information System that can be operated independently, the above provisions shall apply separately to each part.

## 11 Liability for Defects and Warranties

- 11.1 Unless otherwise stated in the Contract, the Supplier shall be liable for factual and legal defects of the Hardware Products as of the date of their handover/takeover and shall provide a warranty for the Product Deliverable and for other third-party components included in the Deliverable in accordance with the warranty terms specified by the manufacturer. These terms are usually available on the manufacturer's website or attached to the Hardware Product. All warranty repair requests for Hardware Products must be submitted by the Customer via the [Service Desk](https://sd.aimtecglobal.com/) on: <https://sd.aimtecglobal.com/> or in another application as notified by the Supplier in the Contract. In the event of a warranty repair, the Customer shall be responsible for ensuring the transport of the Hardware Product to the Supplier's registered office.
- 11.2 Unless otherwise stated in this paragraph, the Supplier shall be liable for defects in Software Products during the Warranty period. The Warranty for the Software Deliverable, including third-party Software Products, is granted upon payment of the Maintenance fee in accordance with the Specific Terms of the relevant Software Product. Aimtec provides no warranty and assumes no liability for any defects in third-party Software products, except in cases where such third-party Software products (i) are an inseparable functional part of the Aimtec Software Product and constitutes an indivisible part thereof, and/or (ii) author of the third party Software product has been designated by Aimtec as being its subcontractor under the Contract, and/or (iii) are sublicensed to the Customer by Aimtec as the provider of such sublicense.
- 11.3 The Supplier shall be liable for defects in the Project Deliverable only to the extent specified in the Project Documentation for Key Users and in the Contract, i.e., the Supplier shall not be liable for defects beyond the scope set out in the applicable Specific Terms or for defects in hardware or software unless these are Aimtec Hardware Products or Aimtec Software Products. The Warranty shall commence upon the acceptance of the transition to Productive Operation with Support Phase or, as the case may be, Routine Operation, and shall last for 90 days. The Warranty shall not be extended by the time required to resolve a Warranty Request; the warranty period ends 90 days from the start of Productive Operation with Support Phase. For the purpose of the verifiable placement and monitoring of the Request for a fixing defect in a Project Deliverable or a SW Product delivered as a part of the Project Deliverable or separately (the Warranty Request), the Customer must use the [Service Desk](https://sd.aimtecglobal.com/application) on: <https://sd.aimtecglobal.com/application>, or another application as notified by the Supplier. The defect must be proven and described by the Customer, and reproducible by the Supplier.

- 11.4 The Supplier shall not be liable for any defects and shall provide no warranty nor agree to any warranty period for the Service Delivery, the Support or CLO Service. The availability of Services, the Support and CLO Service Delivery shall be governed by the relevant Specific Terms. Partial performance and time-limited Deliverables may have warranties agreed on an ad hoc basis in the Specific Terms or the Budget.
- 11.5 The Customer shall be obliged to provide adequate Cooperation in identifying and remedying any defect.
- 11.6 The Supplier shall commence handling Warranty Requests no later than 14 days from the date of their notification by the Customer. A shorter response time may be agreed in a Contract on Support in accordance with the applicable Specific Terms for the provision of Support.
- 11.7 The Supplier shall be entitled to demand reimbursement of reasonably incurred costs for resolving an unjustified Warranty Request, in cases where the defect arose after the expiry of the warranty period, as a result of unauthorized manipulation with a Hardware Product, Software Product or the Information System implemented under the Project Delivery, improper use of the Deliverable by the Customer, the effect of third-party products (unless part of the Deliverable), or the Customer's failure to use the current version of the Software Product that resolves the defect.
- 11.8 The Supplier shall not be liable for defects resulting from incorrect or incomplete information or from the Customer's failure to disclose all information, circumstances, and facts necessary for the provision of the Contract Performance, or from a lack of proper Cooperation. Likewise, the Supplier shall not be liable for defects that occurred due to the End Users not properly make use of the Deliverable in accordance with the conditions specified by the Supplier.
- 11.9 In the case of Services, including SaaS, the Supplier undertakes to provide the Services in good faith and with due professional care and skill.
- 11.10 The Supplier shall use reasonable efforts to provide the Services but cannot guarantee uninterrupted or error-free availability of the Services.
- 11.11 The Supplier does not provide any warranties not expressly stated in the Contract, and for the avoidance of doubt, after expiry of the warranty period the Supplier shall not be liable for any defects in the Deliverables (and the Customer expressly agrees to this by entering into the Contract, in accordance with Section 1916(2) of Act No. 89/2012 Coll., the Civil Code, as amended), nor for the suitability of the Deliverables for any specific purpose.
- 11.12 If a Deliverable or any part thereof is provided to the Customer free of charge (especially in the case of test versions of Software Products), such Deliverable shall be provided "as is", and the Supplier shall not provide any support (including Support) for such Deliverable or its part, shall not be liable for any defects therein, and shall not be obliged to ensure any particular quality of such Deliverable or its part. The Supplier may terminate the provision of such Deliverable or access to the Service or any part thereof at any time. This paragraph 11.12 supersedes and replaces any conflicting provisions in these GBT or the Specific Terms with respect to such Deliverable.

## 12 Copyright and Transfer of Ownership Rights

- 12.1 In the case of the provision of Software Deliverable or Project Deliverable, if the Supplier uses or creates any intangible assets in connection with the Contract, provides a Software Product, or – in the case of a Project Deliverable – creates any work protected by intellectual property rights (hereinafter referred to as the "**IP Work**"), such IP Work, including working versions, shall remain the property of the Supplier (or a third party, in the case of third-party Software Products). The Customer shall become the owner of the tangible medium through which the IP Work is provided and shall be authorized to use the IP Work upon delivery of such medium by the Supplier. The Supplier grants the Customer a non-exclusive, non-transferable, fully paid-up license to use the IP Work for its internal business purposes. The license is granted to the extent and in the manner specified in the Contract and the Specific Terms for the provision of the Software Deliverable and/or the Project Deliverable, or as defined in the IP Work itself. Unless a specific effective date is stipulated in the Contract or Specific Terms, the license shall become effective upon the Customer's acceptance of the license terms – whether by signing the Contract, by first use of the IP Work, by installing the Software Product, or by accepting the license terms by any other means, including online acceptance. The Customer may only modify the IP Work to the extent permitted by mandatory laws. If, at any time, the Customer fails to pay the Price for the relevant Software Deliverable or Project Deliverable (or any part thereof) by the due date specified in the Contract and/or the invoice (tax document) issued by the Supplier and fails to remedy this even within an additional period of no less than 14 days granted by the Supplier, the license to the IP Work shall automatically cease to exist with *ex nunc* effect. Any Price for the license already paid shall not be refunded. The Contracting Parties agree that non-payment of the Price for the license shall constitute a resolutive condition of the license grant.
- 12.2 Except as permitted by mandatory legal regulations, the Customer shall refrain from:
- 12.2.1 copying, modifying, duplicating, creating derivative works, mirroring, republishing, importing, displaying, transmitting, or distributing all or any part of the IP Work and/or the Documentation by any means or in any form;
- 12.2.2 decompiling, disassembling, or reverse engineering the IP Work;
- 12.2.3 accessing all or any part of the IP Work or Documentation in order to create comparable, derivative, or inspired works;
- 12.2.4 using the IP Work and/or Documentation to provide services to third parties;
- 12.2.5 licensing, selling, leasing, transferring, assigning, distributing, displaying, publishing, or commercially exploiting the IP Work in any manner not expressly permitted in the Contract, or making the IP Work available to any third party.
- 12.3 The Supplier (or the author of the Software Product, in the case of a third-party Software Product) shall hold all rights (excluding ownership of the tangible medium of Deliverables, which is owned by the Customer) to the IP Work, in particular copyright and other intellectual property rights.
- 12.4 Any intellectual property and proprietary rights to materials provided by the Customer in connection with the provision of Deliverables shall remain the property of the Customer.
- 12.5 Notwithstanding any other provision of the Contract, the Customer acknowledges that the Supplier and its personnel may, in the course of Contract Performance, develop or acquire general experience, skills, knowledge, ideas, and know-how that remain in the memory of the Supplier's personnel, or create general concepts, methodologies, technologies, and processes. The Supplier shall own all rights to use and disclose such general experience, skills, knowledge, ideas, know-how, and any such general concepts, methodologies, technologies, and processes, including any modifications thereof, in the course of its business operations and may use and disclose them without restriction, provided that the confidentiality obligations under clause 13 below are observed.
- 12.6 The Customer shall also gain access to and the right to use those Aimtec Technologies that are delivered with or form part of the Deliverables, in accordance with the licenses applicable to such Aimtec Technologies, which the Customer

- shall be deemed to have accepted by entering into the Contract. The Supplier shall own all intellectual property and other rights in relation to Aimtec Technologies that are used, developed, or made accessible in accordance with the Contract.
- 12.7 **"Aimtec Technologies"** shall mean any know-how and Aimtec Software Product(s), system interfaces, templates, methodologies, ideas, concepts, technologies, tools, processes, and procedures, including web-based technologies and algorithms owned, licensed, or developed by the Supplier and used by the Supplier within the Contract Performance or in performing its other obligations.
- 12.8 If, for the purpose of fulfilling the subject of the Contract (the Contract Performance), the Customer is obliged to procure third-party products that constitute or may constitute works protected by copyright law or that contain Confidential Information or trade secrets, the Customer shall ensure that such products are free from legal defects and that the Supplier has the right to use them in the Contract Performance. The Supplier shall not be obliged to perform under the Contract if the Customer fails to meet the aforementioned obligations.
- 12.9 Neither the Customer nor any users authorized by the Customer to access any products (including Software Products, the Information System delivered as part of a Project Deliverable, or the cloud infrastructure) shall store, distribute, or transmit any viruses, or any unlawful, harmful, threatening, defamatory, obscene, offensive, harassing, racist, or ethnically offensive content, nor shall they facilitate any form of illegal activity when using the Software Product, Information System, or cloud infrastructure in the context of the Contract Performance or any Deliverables.
- 13 Confidentiality**
- 13.1 If, in connection with the Contract, the Supplier or the Customer (for the purposes of this clause referred to as the **"Recipient"**) obtains information relating to the Deliverables, trade secrets, know-how, or other information protected by any law, whether of the disclosing party or a third party, which is either marked as confidential by the disclosing party or is confidential by its nature (**"Confidential Information"**), the Recipient shall not disclose such information to any third party without the consent of the disclosing party. The Recipient may disclose Confidential Information to its advisors, legal representatives, or suppliers only to the extent necessary for the performance of their duties, or to third parties if required by law or upon request pursuant to law in civil or administrative proceedings.
- 13.2 All Deliverables are intended solely for the benefit of the Customer and those Customer Group Members specified in the Contract. Mere receipt of any Deliverable by other persons shall not give rise to any obligation, legal relationship, or current or future liability between such persons and the Supplier.
- 13.3 The existence of the Contract and the fact of cooperation between the Contracting Parties shall not be considered Confidential Information.
- 13.4 Upon request of either Contracting Party, the other Contracting Party undertakes, within 14 days of receiving such request and where technically feasible without incurring excessive costs, to return, destroy, or render inaccessible any Confidential Information provided by the disclosing party to the Recipient in connection with the Contract Performance, in any form whatsoever. This obligation shall not apply to Confidential Information that a Contracting Party is required to retain to fulfil its legal obligations, Confidential Information necessary for the performance of the Contract, or Confidential Information stored as part of routine backups, provided that such Confidential Information continues to be handled in accordance with the terms agreed in the Contract for the duration of the Contract and after its termination.
- 13.5 Within the Contract Performance, the Supplier may use artificial intelligence tools, particularly those enhancing productivity and efficiency, while remaining obligated to comply with the obligations arising especially under this clause 13.
- 14 Protection of Personal Data**
- 14.1 The Supplier may collect, use, transfer, store, or otherwise process (collectively **"Process"**) information provided by the Customer concerning an identified or identifiable natural person or persons, as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (**"General Data Protection Regulation"** or **"GDPR"**) and in Act No. 110/2019 Coll., on the Processing of Personal Data (together, the **"Data Protection Regulations"**) (hereinafter **"Personal Data"**). The Supplier shall Process Personal Data in accordance with the applicable Data Protection Regulations. The Contracting Parties undertake to conclude a data processing agreement if either Contracting Party processes Personal Data as a processor as defined by the Data Protection Regulations.
- 14.2 **Information on the processing of Personal Data:** The Contracting Parties acknowledge that Personal Data provided by the Customer, its staff, or representatives shall be processed by the Supplier as a controller for the following purposes or in connection with the following: (i) compliance with legal obligations; (ii) responding to requests or fulfilling information obligations towards relevant public authorities; (iii) contract administration (including the Contract), accounting, internal compliance, risk analysis, and customer relationship management; (iv) use of systems and applications (hosted or internal) for conducting business operations and managing the Supplier's business opportunities (together the **"Purposes"**). Personal Data may include the Personal Data of representatives, employees, project teams, suppliers, and staff of the Customer (the **"Data Subjects"**), as well as Personal Data contained in information obtained by the Supplier in connection with the Contract.
- 14.3 For the above-mentioned Purposes, Personal Data may be made accessible to or transferred to recipients of Personal Data (including controllers and processors), and may be processed by such recipients as specified in the [Privacy Notice](https://www.aimtecglobal.com/en/information-on-personal-data-processing) <https://www.aimtecglobal.com/en/information-on-personal-data-processing>. Transfers of Personal Data may include transfers to countries outside the EU, provided that the requirements set forth in the Data Protection Regulations are met.
- 14.4 The above is only a summary of the Supplier's Privacy Notice as controller, the full text of which is available at: [Privacy Notice](#) (**"Privacy Notice"**). Unless doing so would require disproportionate effort, the Customer shall ensure that Data Subjects (its relevant employees, representatives, suppliers, and customers) are informed of the [Privacy Notice](#).
- 14.5 **Retention of Personal Data:** The Contract, including Personal Data, shall be retained for a period of 10 years from the expiration of the Contract, or as otherwise required by applicable law.
- 14.6 The Customer shall bear sole responsibility for the content of all customer, supplier, and employee Personal Data, shall protect such Personal Data, and shall take all necessary measures to enable the Supplier to fulfil its obligations under the Contract without infringing the rights of third parties, including Data Subjects, or otherwise incurring any obligations beyond those agreed in the Contract.

## 15 Governing Law and Language

- 15.1 The Contract and all matters related to it (including extra-contractual obligations) shall be governed by and construed in accordance with the laws of the Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to relationships arising under the Agreement. The competent court shall be the court in the Czech Republic with local jurisdiction according to the Supplier's registered office.
- 15.2 The binding version of the Contract, including its annexes and amendments, as well as any documents that are part of the Deliverable, shall be prepared in Czech or English, as agreed by the Contracting Parties. Working documents may be prepared in English only.

## 16 Liability

- 16.1 The Supplier shall be liable for damages caused by a breach of the Supplier's obligations. The Contracting Parties agree that the maximum liability of the Supplier shall be equal to the total Contract Price paid for the Contract Performance. In the case of recurring Deliverables (in particular SaaS and Services), the liability shall be limited to the Price of Deliverables paid for during the twelve (12) months prior to the occurrence of the damage and/or the Supplier's breach of the Contract. Only full calendar months shall be considered. If the Customer suffers damage caused by the Supplier's fault, the Customer shall be entitled to compensation for such proven direct actual damage, up to the limit specified herein. The above limitation shall not apply in cases of gross negligence and/or wilful misconduct of the Supplier.
- 16.2 The Supplier shall be liable for ensuring that the Software Products (except third-party Software products), the IP Subject, Aimtec Technologies, and the Project Deliverable including the Documentation (if part of the Deliverable) are free from legal defects. Both Contracting Parties shall be responsible for ensuring that the information and documents they provide to the other Party are free from legal defects. If a claim for damages is made against one Contracting Party due to the other Contracting Party's breach of this obligation, the liable Contracting Party must be notified without undue delay and, to the extent reasonably acceptable to the affected Contracting Party, shall rectify the situation at its own expense. In the case of a Software Product of the Supplier or a third party, Aimtec Technologies, IP Work, or Project Deliverable including Documentation, any intervention by a third party including the Customer or a third party authorized by the Customer—is excluded, unless expressly agreed otherwise with the Supplier.
- 16.3 Without prejudice to the terms of the data centre provider pursuant to paragraph 7.2 above or the terms of the relevant third-party Software product license (which are deemed accepted by conclusion of the Contract), the Contracting Parties shall exert reasonable efforts to prevent unauthorized access to or use of the Software Product (including when provided as SaaS). If the Customer becomes aware of any unauthorized access or use, the Customer shall immediately notify the Supplier and take preventive measures that are technically and immediately available.
- 16.4 The Customer shall be responsible for the availability, quality, security, and speed of its own internet connection, and the Supplier shall not be liable for any interruptions or suspensions of operation/use of the Software Product (including SaaS), disruptions in transmission related to the Customer's internet, servers or service provider, or for insufficiently trained Customer personnel or other equipment and connections.
- 16.5 If data is not backed up by the Supplier as part of the provided Service, when the Customer cannot back up data on its own; the Supplier shall not be liable for loss of data provided under this Contract, or for any damages or liability resulting from such loss.
- 16.6 The Supplier's total liability for damages shall not exceed the amount corresponding to the Supplier's degree of fault/breach in proportion to other causes of such damage.
- 16.7 To the extent permitted by law and unless expressly agreed otherwise by the Contracting Parties, the Supplier shall not be liable beyond what is agreed in the Contract for loss of contracts, data, goodwill, revenue, or profits (whether direct or not), or for any consequential, special, indirect, incidental loss, damage, or expense arising from or in connection with the Contract.
- 16.8 The Supplier shall not be liable for damage or loss caused by errors or omissions on the part of the Customer, including failure to provide or insufficient provision of Cooperation, or for the Customer's, its users' or third parties' breach of the Contract when accessing and/or using the Deliverables provided under the Contract from their network, servers, infrastructure or devices.
- 16.9 The Supplier's liability for the Contract Performance and any Deliverables is agreed solely towards the Customer and not towards third parties. The Customer shall indemnify the Supplier against any third-party claims.

## 17 Termination of the Contract

- 17.1 Except in cases referred to in paragraph 12.1 (resolatory condition) and withdrawal by the Supplier pursuant to paragraph 2.7, the Supplier shall be entitled to terminate the Contract if the Customer is in default with its obligations under the Contract for more than fourteen (14) days and fails to remedy the default within fourteen (14) days of being notified thereof, or in the event of a material breach of the Contract by the Customer. In such case, the Contract shall be terminated with immediate effect (*ex nunc*) upon delivery of the notice of termination to the Customer, unless a longer notice period is specified in the notice.
- 17.2 The Customer shall be entitled to terminate the Contract if the Supplier is in default with its performance under the Contract for more than fourteen (14) days and fails to remedy such default within fourteen (14) days from delivery of the notice of default. In such case, the Contract shall be terminated with immediate effect (*ex nunc*) upon delivery of the notice of termination to the Supplier.
- 17.3 If any of the following events occur in respect of either Contracting Party: (i) a first-instance court decision declaring the insolvency of that Contracting Party; or (ii) that Contracting Party files a debtor's petition for insolvency proceedings; or (iii) that Contracting Party ceases business due to inability to meet its obligations; or (iv) enters into liquidation; or (v) is restricted in its right to dispose of a substantial part of its assets, whether by court or administrative order, or enforcement by a third party; or (vi) Force Majeure Event persists for more than three (3) months, then the other Contracting Party shall be entitled to terminate the Contract with immediate effect by written notice. In such case, the Contract shall be terminated with immediate effect (*ex nunc*) upon delivery of the notice.
- 17.4 Upon termination of the Contract for any reason, the Customer shall pay the Supplier until the Contract Performance termination and for duly delivered Deliverables or their parts. Except in cases of termination pursuant to paragraph 17.2 above, the Customer shall also reimburse all expenses or costs (including all specific costs such as purchase costs of Hardware Products, Software Products, cloud infrastructure payments, and any additional costs incurred by the Supplier due to the Customer's breach of obligations) incurred up to the effective date of termination of the Contract.

## 18 Validity and Effectiveness of the Contract

- 18.1 The Contract shall become valid on the date specified in paragraph 1.7 above and effective on the date set forth in the Contract, or, if no such date is specified, then on the date of its validity.
- 18.2 Unless expressly stated otherwise in the Contract, Contracts for the provision of Services, CLO Service, and Software Delivery shall be concluded for a fixed term of three (3) years from the date of conclusion. Unless one of the Contracting Parties notifies the other at least three (3) months before the expiry of the term that it will not renew the Contract, the Contract shall be extended by one (1) year at a time.
- 18.3 The Contract for the Project Delivery shall be deemed fulfilled upon delivery of the Project Deliverable or upon the occurrence of events set out in paragraphs 10.3 and 10.5 above.
- 18.4 If the Supplier has already commenced performance (e.g., information gathering or Project planning) at the Customer's request, the Customer agrees that the Contract shall be effective from the date of such commencement, either retroactively if permitted by applicable law, or based on mutual recognition of the Contracting Parties that the Contract constitutes written confirmation of an oral agreement concluded at the start of the relevant performance.

## 19 Other Clients

- 19.1 No provision of the Contract shall prohibit or restrict the Supplier from providing Deliverables to other customers (including deliverables that are the same or similar to the Deliverables), or from using or sharing for any purpose the knowledge, experience, ideas, know-how, or skills, as well as general concepts, methodologies, technologies, and processes used or acquired in connection with the Contract Performance, provided that the obligations set out in clauses 13 and 14 above are upheld. This shall apply even if the interests of such other clients compete with those of the Customer or Customer Group Members.

## 20 High Risk Usage

- 20.1 The Deliverables are not fault-tolerant, and no error-free or uninterrupted operation is guaranteed. The Customer may not use the Deliverables in any situation where their failure could result in serious injury or death of any person or significant physical, economic, or environmental damage. Examples of such use include, but are not limited to, life-support systems, medical equipment, motor vehicles, nuclear facilities, aircraft and/or other forms of mass transportation, and weapons systems.

## 21 Abuse Prevention

- 21.1 The Supplier shall be entitled to immediately suspend the provision of the Deliverable, deny a requested Deliverable, or disconnect the Customer from a CLO Service Delivery or Service if misuse of the Deliverable is suspected. In such a case, the Supplier shall promptly inform the Customer, who shall immediately take remedial action in accordance with the Supplier's instructions. Without undue delay after such remedial action is taken, the Supplier shall resume Contract Performance and of the Deliverables or reconnect the Customer to the Service/CLO Service Delivery. Until such a remedy is implemented, the Supplier shall not be considered in default.
- 21.2 The Customer and the Supplier declare and warrant that neither they themselves, nor their parent or subsidiary companies, ultimate beneficial owners, members of their governing bodies, statutory representatives, senior officers, employees, nor persons acting on their behalf are listed on any sanctions list maintained by the European Union, the United Nations, the United States of America, the United Kingdom, or any other relevant sanctions authority (hereinafter referred to as "**Sanctioned Person**"), nor do they have their registered office, are usually resident, or are organized under the laws of a territory subject to comprehensive sanctions (hereinafter referred to as "**Restricted Territory**"). Each Party undertakes to comply with all applicable laws and regulations regarding sanctions, export controls, and other restrictive measures (hereinafter referred to as "**Sanctions**") and to ensure that its cooperating persons do the same. Neither Party shall provide, transfer, or make available Deliverables, financial resources, or any other benefit, directly or indirectly, to a Sanctioned Person or to any person or entity domiciled or operating in Russia, Belarus, or a Restricted Territory, nor shall it use technical means to circumvent these restrictions. Each Contracting Party is obliged to promptly inform the other Contracting Party of any change in circumstances related to this paragraph 21.2 or of any breach of Sanctions, and the other Contracting Party is entitled to reasonably suspend the performance of the Contract if its continuation could lead to a breach of Sanctions. Any change in Sanctions or the imposition of new Sanctions is an event beyond the Supplier's control and is considered Force Majeure.
- 21.3 The provision of Services does not constitute a "data processing service" as defined in Regulation (EU) No. 2023/2854 of the European Parliament and of the Council, in particular due to the absence of scalability (i.e., it does not involve a pool of configurable, scalable and elastic computing resources of a centralized, distributed nature) that could be rapidly provisioned and released with minimal management effort or Supplier interaction, and there are no alternative suppliers providing a service of the same service kind.

## 22 Final Provisions

- 22.1 Failure by either Contracting Party to exercise or enforce any right or remedy shall not constitute a waiver of such right.
- 22.2 Neither Contracting Party considers itself a weaker party in relation to the other within the meaning of applicable law.
- 22.3 The Contracting Parties agree that commercial practices and established practices between the Contracting Parties, as well as trade usages, shall not be taken into account.
- 22.4 Each Contracting Party waives any rights or claims based on the conduct of the other Party prior to conclusion of the Contract. Each Contracting Party declares that, during negotiations, all relevant factual and legal circumstances were disclosed to enable the other Contracting Party to assess the possibility of entering into a valid Contract and to understand the interest of the other Contracting Party in doing so.
- 22.5 No provision of the Contract shall be construed as excluding or limiting liability for harm to natural rights, and/or for damage caused intentionally and/or by gross negligence, nor shall it constitute a waiver of such rights.
- 22.6 These GBT are valid and effective as of 15 June 2026. The Supplier reserves the right to update the Standard Terms and/or supplement them with additional terms specific to individual Deliverables. The effectiveness of new or amended Standard Terms is governed by paragraph 1.8 above.