Business Terms and Conditions of JSE s.r.o.

1. RECITALS

1.1 These business terms and conditions ("**Terms and Conditions**") issued by **JSE s.r.o.,** ID No.: 060 57 071, with its registered office at Průmyslová 190, Chrudim IV, 537 01 Chrudim, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, Insert 39478 ("**Provider**"), set out the rights and obligations in the provision of services in area of custom development of innovative electronic products, especially radio frequency and microwave technology and advanced FPGA solutions ("**Services**") to a person ("**Client**") with whom the Provider has entered into an agreement (including a contract concluded in the form of an accepted order), to which these Terms and Conditions form a part or which refers to these Terms and Conditions ("**Agreement**").

1.2 The Provider and the Client are hereinafter jointly referred to as the "**Parties**" and each of them individually as a "**Party**".

1.3 Upon signing or any other express confirmation of an Agreement by the Client and the Provider, the Parties enter into an Agreement for the provision of Services.

1.4 These Terms and Conditions govern all matters not expressly regulated by the Agreement. In the event of any inconsistency between the Agreement and these Terms and Conditions, the Agreement shall prevail. Any terms and conditions of the Client shall not apply unless expressly accepted in writing by the Provider. Any reference by the Client to its own terms and conditions, including in a purchase order or other document, shall not apply unless expressly accepted in writing by the Provider.

1.5 Terms not defined in these Terms and Conditions have the meanings set out in the Agreement.

1.6 By submitting the Order pursuant to Article 2.1 hereof or expressly accepting these Terms and Conditions in connection with payment of an Invoice, the Client agrees to these Terms and Conditions and confirms that they were made available to it before acceptance with an opportunity to review them. Where the relevant payment request or checkout page expressly so states, these Terms and Conditions also apply to the Services covered by that Invoice, including Services performed before such acceptance, and are incorporated into the existing Agreement in respect of those Services. Such acceptance does not create a new Order or Agreement.

2. CONCLUSION OF THE AGREEMENT

2.1 Prior to the conclusion of an Agreement, the Parties shall discuss, on a non-binding basis, the terms and conditions of their cooperation, which shall subsequently be included in the related written order ("**Order**"). Each Order shall contain at least the following information:

(a) specification of the requested Service(s);

(b) specifications of the Provider's Fee; and

(c) other relevant information and terms necessary for the proper provision of the Service(s).

2.2 The Provider will confirm an Order within five (5) business days of receipt. If the Provider does not agree with the requirements set out in the Order, the Provider is entitled to reject the Order and propose its change to the Client. An Agreement is concluded between the Parties based on a given Order at the moment of (i) confirmation of the Order by the Provider, (ii) confirmation by the Provider of an Order revised by the Client, or (iii) signing the Agreement by both Parties. For the avoidance of doubt, the Parties may also execute the Order under Article 2.1 hereof and the confirmation and/or sign the Agreement under the preceding sentence in electronic form (including e-mail or other electronic communication tools according to the established business practice of the Parties).

2.3 If the Provider does not confirm the Order within the time limit under Article 2.2 hereof or does not inform the Client about the need to revise the Order, the Order will be deemed rejected and the Agreement will be deemed not entered into. If necessary, the Parties may negotiate changes to the content and terms of an Order, in which case the final version of the amended Order must be approved by both Parties.

3. PAYMENT TERMS, ACCEPTANCE OF SERVICES

3.1 For the Services duly provided in accordance with the Agreement, the Client undertakes to pay the Provider the fee as defined in Article 5.1 of these Terms and Conditions (the "**Fee**"). The Fee does not include value added tax, which, if applicable to the Fee, will be added in an amount stipulated in the legislation valid and effective on the date of taxable supply.

3.2 The Fee or a part thereof will be paid against a tax document ("**Invoice**") prepared by the Provider, which must contain all the elements of a tax document within the meaning of valid and effective generally binding legal regulations, in particular the elements pursuant to Section 29 of Act No. 235/2004 Sb., on Value Added Tax, as amended ("**VAT Act**"), and Section 435 of Act No. 89/2012 Sb., Civil Code, as amended ("**Civil Code**").

3.3 Unless otherwise agreed, for Services provided on a Time and Materials basis, the Provider is entitled

to invoice periodically for time actually worked at the agreed rates, as reported in the service overview, without requiring Acceptance of the completed deliverables or a signed acceptance protocol. For other Services, the Provider is entitled to invoice upon Acceptance under Article 3.4. Each Invoice is due and payable within fifteen (15) days of delivery to the Client.

3.4 The Client undertakes to accept the Services and sign the acceptance protocol without any comments ("**Acceptance**") within five (5) business days of the date of provision of the Services provided that the Services meet the relevant acceptance criteria (if agreed in the Agreement). If no such criteria are set, the Client shall be obliged to Accept the results of the Services within five (5) business days, provided that they comply with the Agreement and can be used for the defined purpose. If the Client fails to accept the Services or to notify the Provider in writing of any defects preventing Acceptance within the above period, the Services shall be deemed Accepted on the expiry of such period. The risk of damage to the results of the Services passes to the Client upon Acceptance of the Services.

3.5 Payment of Invoices shall be made by bank transfer to the Provider's account specified in the relevant Invoice or by another payment method made available by the Provider. The Client's payment obligation is discharged to the extent that the invoiced amount is received by the Provider or by a payment service provider on its behalf.

4. CLIENT'S DEFAULT

4.1 In the event of the Client's default on the payment of the Fee for more than ten (10) business days, the Provider shall have the right to claim from the Client default interest at the rate of 0.05% of the amount due for each calendar day of the default on the payment of the Fee or a part thereof. The right to claim default interest arises after the event giving rise to the right to default interest has occurred. Default interest is due and payable in cash to the account specified in the Invoice and on the due date stated in the Invoice, and if not specified, then on the fourteenth (14^{th}) day after delivery of the Invoice to the Client.

5. FEE DETERMINATION

5.1 For the proper provision of the Services in accordance with the Agreement, the Client undertakes to pay the Provider a fee to be determined in the Agreement in one of the following ways:

(a) "**Fixed Price**" arrangement: The Client and the Provider agree on a fixed Fee for the agreed scope of Services and the agreed delivery schedule.

(b) "**Time and Materials (T&M)**" arrangement: The Client orders an unspecified volume of Services. The Fee is determined by multiplying the agreed hourly rates for the individual positions under the Agreement by the actual time spent by the Provider, as reported in the service overview.

5.2 Man-hour means sixty (60) minutes, even if not consecutive, of efficient work by one (1) employee of the Provider on the Services, providing that for purposes of payment of the Fee, as that term is defined below, this is one (1) man-hour actually worked. The Parties agree that the smallest unit that may be charged by the Provider is fifteen (15) minutes, or one quarter of the applicable man-hour rate. A man-day means a total of eight (8) man-hours, even if not consecutive.

5.3 The Fee under Article 5.1 of these Terms and Conditions includes the fee for the granting of right to the results of the Services created by the Provider within the scope of the Agreement or within the scope of these Terms and Conditions, providing that the Parties have taken into account in particular the purpose of the right, the manner and circumstances of use of the copyrighted works, the size of the author's creative contribution and the territorial, temporal and quantitative scope of the right. The fee for the use of third-party intellectual property is included in the Fee only if the relevant Agreement so provides. If for any reason it becomes necessary or practical to determine the amount of the fee for the granting of the intellectual property rights under this Article 5.3 hereof, then the Parties undertake to quantify the fee without undue delay after delivery of the request for such quantification to the other Party and to provide each other with all necessary assistance in this respect.

5.4 Unless the Agreement expressly provides otherwise**,** the Fee does not include expenses, charges and costs associated with the provision of the Services. The Fee does not include the Provider's travel expenses and reimbursement of travel-related out-of-pocket expenses; these expenses will be quantified separately in the Invoice (as that term is defined above). Travel and out-of-pocket expenses are reimbursed and payable subject to the same terms as the Fee. The Provider is also entitled to the fee and reimbursement of costs for activities performed beyond the scope of the Agreements.

5.5 Unless the Agreement expressly provides otherwise, title to tangible results of the Services passes to the Client, and rights to intangible results are granted solely to the extent specified in Article 7 or expressly agreed in the Agreement, in each case only upon payment in full of the Fee for the relevant performance. Title to other results of the Services will only pass to the Client if these Terms

and Conditions or the relevant Agreement so provide. The risk of damage to the results of the Services passes to the Client upon Acceptance of the Services. However, if the Services are provided and their results are created in an environment beyond the Provider's control, i.e. in the environment of the Client or in an environment agreed by the Client, the risk of damage to the results of the Services will pass to the Client at the moment of creation of the results.

6. RULES FOR THE PROVISION OF SERVICES

6.1 The Services may consist mainly of:

(a) Providing capacity. If the capacity of the Provider's staff is provided under an Agreement, the Provider undertakes to reserve, for the term of the Agreement, the capacity of a specific type of staff for the needs of the Client to the extent and for the period agreed in the Agreement ("**Reserved Capacity**"). Any Services beyond the Reserved Capacity will only be provided by the Provider subject to its prior written consent. The Client is obliged to pay the Fee for the Reserved Capacity to the Provider in accordance with the Agreement regardless of whether the Reserved Capacity is used or exhausted in a given period.

(b) Support. If software support services are to be provided under an Agreement, the Provider undertakes to receive requests and provide subsequent advice regarding the software specified in the Agreement ("**Support**"). The Provider will provide the Support on business days from 8:00 a.m. to 4:00 p.m. CET. Within 48 hours within this period, the Provider will confirm receipt of the request via an online form and subsequently process the request and provide advice within a time appropriate to the request and the Provider's capabilities. For the provision of the Support, the Provider is entitled to the Fee under the Agreement; if a lump-sum fee is agreed, then the Provider is entitled to this Fee irrespective of whether the provision of Support services occurs in a given period or whether the prepaid volume of Services is exhausted.

(c) Implementation of ad hoc requests. Within this category, the Provider will provide the Services to the Client in accordance with the specification in the Agreement, or according to the Client's ad hoc instructions or requirements. These requirements may consist, for example, in (i) quick technical analyses or assessments of specific RF or FPGA issues; (ii) minor modifications or bug fixes to previously delivered designs or firmware; (iii) ad hoc measurements or parameter verification; (iv) preparation of additional technical documentation or reports; (v) support with integration of deliverables into the Client's systems; and/or (vi) one-off training or mentoring sessions.

(d) Consultancy. Within this category, the Provider will provide the Client with Services consisting mainly in (i) evaluation and optimization of RF designs and measurements; (ii) consultancy on FPGA firmware design, architecture and verification; (iii) support for hardware/software integration, especially digital signal processing chains; (iv) strategic recommendations regarding technology choices, project priorities and development roadmaps; and/or (v) methodological support in testing, verification and compliance.

6.2 The Provider is obliged to:

(a) to provide the Services to the Client with due professional care and diligence;

(b) to provide the Services in accordance with the Client's instructions and specifications in the Agreement, standards applicable to the specific project specified in the Agreement, generally binding legal regulations, standards related to the subject matter of the Services;

(c) to provide the Services at the location under the Agreement; however, unless the Agreement provides otherwise, the Provider shall provide the Services mainly by remote access (*off-site*); the Client shall provide the Provider with the necessary cooperation for the provision of the Services by remote access, in particular, the Client shall provide the Provider with any login data to the Client's environment necessary for the provision of the Services by remote access with pre-agreed permissions, or shall allow the Provider access to the Client's premises and provide the Provider with premises for the provision of the Services, if the Services are to be provided in such premises (*on-site*);

(d) to notify the persons in charge of the procedure of providing the Services within the agreed deadlines, to enable the Client to check the quality of the Services provided;

(e) provide the deliverables of the Services in electronic form in the agreed formats in accordance with the Agreement;

(f) to use its own work equipment and aids to perform the Services, unless the nature of the particular Service requires equipment, tools or aids of the Client.

6.3 The Provider may use subcontractors for the provision of the Services at its discretion and without the need for additional consent of the

Client. The Provider is responsible for the performance of its subcontractors as if the Services were provided by the Provider itself.

6.4 If the Provider discovers that the information or instructions provided by the Client are incorrect or inappropriate, the Provider shall notify the Client of this fact without undue delay and is entitled to interrupt the provision of the Services.

6.5 The Client undertakes to grant the Provider access rights to the Client's environment (platform/system) only to the extent necessary for the provision of the Services.

6.6 The Client undertakes to provide the Provider with the following, without undue delay after the execution of the relevant Agreement and without delay at any time at the Provider's request:

(a) all instructions, information, documents and materials necessary for the proper provision of the Services; and

(b) all assistance necessary for the fulfilment of the Provider's obligations under the Agreement.

6.7 For the period during which the Client is in delay in performing its obligations, in particular where (i) a complete or otherwise significant malfunction of the Client's IT environment results in a delay in the provision of the Services, (ii) the Client fails to provide the Provider with timely and proper cooperation or to deliver devices, components or other materials necessary for the performance of the Services, or (iii) the Client is in default with the payment of any Invoice or part thereof, the Provider shall not be in delay in the affected parts of the Services. The individual times and deadlines under the Agreement and/or these Terms and Conditions that are directly or indirectly affected by the Client's delay shall be extended by the time necessary to perform the Services after the end of such obstacle on the part of the Client. In the event of such default, the Provider shall also be entitled to suspend the provision of the Services until the Client's default has been fully remedied, without prejudice to the Provider's right to default interest, contractual penalties or compensation for damages.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 If the result of the Provider's activities under the Agreement is an author's work subject to protection under copyright law ("**Copyrighted Work**"), the moral and economic rights thereto will be governed by Act No. 121/2000 Sb., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended ("**Copyright Act**").

7.2 **Pre-existing IP.** All intellectual property rights, know-how, software, firmware, FPGA IP cores, libraries, frameworks, tools, methodologies and other technical solutions owned or developed by the Provider prior to, or independently of, the Agreement ("Pre-existing IP") shall remain the exclusive property of the Provider. Nothing in the Agreement or these Terms and Conditions transfers any ownership of the Provider's Pre-existing IP to the Client.

7.3 The Provider grants the Client the following nonexclusive licence only to the Copyrighted Works delivered under the Agreement:

(a) a non-exclusive right to use the Copyrighted Work;

(b) in its original and amended form;

(c) in an unlimited territorial and quantitative scope;

(d) in ways appropriate to the nature and purpose of the Copyrighted Work;

(e) for the Client's business purposes, including manufacturing, having manufactured, selling and distributing products incorporating or made using the Copyrighted Work;

(f) for the term of existence of the economic copyright rights; and

(g) in accordance with the other terms of this Article 7 *(Intellectual Property Rights*) of these Terms and Conditions

("**Licence**").

7.4 The Client may authorize its manufacturers and contractors to use the Copyrighted Work solely on its behalf for the purposes permitted under Article 7.3. Any other sublicense or assignment requires the Provider's prior written consent.

7.5 The Licence includes the Client's non-exclusive right to publish, modify, alter, combine with another work or include in a collective work, process including translation, perform the Copyrighted Work in public under the Client's name and complete the unfinished Copyrighted Work, to which the Provider grants its consent. The Provider shall provide the Client with source code, HDL code, design files, manufacturing documentation or other development materials only to the extent expressly specified in the Agreement. Unless expressly agreed otherwise, the Provider fulfils its obligations by delivering the agreed deliverables or functional results, and is not obliged to provide intermediate development materials, source files, manufacturing documentation or other elements of the Provider's Pre-existing IP.

7.6 The Provider is entitled to use for the creation of the Copyrighted Work or a part thereof works of authorship for which it is not entitled to exercise economic copyright.

7.7 If the Copyrighted Work is a computer program or database within the meaning of Section 2(2) of the Copyright Act, the Provider is obliged to provide the Client with the source codes, any preparatory and conceptual materials in editable electronic form in the format of the given development environment, or in the format and form according to the Client's instructions, only if all of this is expressly provided for in the Agreement.

7.8 If any of the public licences (opensource, free software) applies to the Copyrighted Works, the Provider grants the Client the authorisation to the extent permitted by such public licence and under the terms and conditions specified in the licence.

7.9 The Provider is obliged to ensure any necessary additional consent to the above from third parties used to perform the Services.

7.10 If a third party exercises a claim against the Provider as a result of the unlawful use of intellectual property received from the Client for the purpose of providing the Services, then the Client is obliged to make every effort to prevent the third party from enforcing its claims against the Provider and, if necessary, the Client undertakes to satisfy the third-party claim directly in full. The Client also undertakes to fully indemnify the Provider for any performance that the Provider will be obliged to pay to a third party as a result of a third-party claim under the previous sentence, including all costs incurred by the Provider in connection with the enforcement of third-party claims. This provision will survive the termination of the Agreement.

8. RIGHTS FROM DEFECTIVE PERFORMANCE

8.1 The Client is entitled to the rights arising from defective performance, which may be exercised within three (3) months of the date of Acceptance. However, the Provider shall not be liable for any defects in the deliverables of the Services if caused by interference with such deliverables of the Services by the Client, a person authorised by the Client or a third party.

8.2 The Client shall report defects to the Provider in writing within thirty (30) calendar days after becoming aware of them, specifying the defects and the requested remedy. The Provider shall remedy defective performance constituting a breach of the Agreement without undue delay and at its own expense, subject to the shared aggregate limit in Article 9.2. The Client expressly agrees to this limitation and waives its right to require further remediation at the Provider's expense once that limit is exhausted, to the extent permitted by applicable law. Development work falling within Article 8.4 remains chargeable at the agreed rates and does not count towards that limit. Any claim for damages is subject to Article 9. The Client shall not obtain double recovery for the same loss.

8.3 The Provider shall perform the Services with reasonable professional care and skill. For Time and Materials development Services, unless expressly agreed otherwise, the Provider does not guarantee that a particular technical result will be achieved within a particular number of hours, budget or number of iterations. Prototypes and intermediate development results are intended for testing and evaluation and are not represented as final or production-ready products.

8.4 For Time and Materials Services, testing, debugging, revisions and further prototype iterations form part of the chargeable development work at the agreed rates. The need for such work does not, by itself, constitute defective performance or entitle the Client to free completion of a final product. This does not affect the Client's rights arising from the Provider's breach of the Agreement.

9. OBLIGATION TO PAY DAMAGES

9.1 Each Party is obliged to compensate the other Party for any damage caused by its breach of the Agreement. The Parties further expressly agree that the Provider will compensate the Client only for actual damage caused by the Provider's demonstrable breach of the Agreement, which will be duly proven and documented by the Client. Any compensation will be in cash. The Parties further agree that the Provider will not be liable for any damage caused by:

(a) carrying out an instruction of the Client or any other person entrusted by the Client;

(b) improper operation, hardware failure or defect (such workstation reinstallation, workstation or server crash);

(c) incorrect data definition or entry;

(d) incorrect use of deliverables of the Services, i.e. contrary to their standard use or contrary to documents, manuals and similar materials, if supplied with the Services deliverables;

(e) defects or errors in Services deliverables caused by computer viruses or modifications to the Services deliverables by the Client;

(f) data loss or corruption (in this case, a data loss is deemed to mean the non-existence of a usable data backup while creating the data backup is the responsibility of the Client).

9.2 The total aggregate amount of damages payable by the Provider under or in connection with the relevant Order, together with the value of defect remediation performed or paid for at the Provider's expense under Article 8.2, shall not exceed the Fee actually paid by the Client under that Order. The Provider's remediation work shall be valued at the actual time reasonably spent multiplied by the

hourly rates agreed for the relevant Order. Materials and third-party services shall be counted at their reasonable, documented cost. These amounts count towards one shared aggregate limit. This limit does not apply to damage or defects caused intentionally or by gross negligence. Nothing in Articles 8 and 9 excludes or limits any liability that cannot lawfully be excluded or limited.

9.3 The Provider will not be liable for any non-performance or delay caused by force majeure. For the duration of the force majeure event, the time limit for the fulfilment of the Provider's obligations will be extended by the duration of the force majeure event. The Parties will use reasonable efforts to find a solution that will enable the obligations to be fulfilled despite a force majeure event.

9.4 The Provider is not liable for any errors and defects caused by third-party content. The Provider is neither liable for any errors and defects caused by the Client or a third party, as well as for errors and defects caused by the unavailability or the lack of security of hosting servers, if these are to be provided by the Client.

10. CONFIDENTIALITY OBLIGATION AND PERSONAL DATA PROTECTION

10.1 Unless a separate non-disclosure agreement or other confidentiality agreement is entered into between the Parties to govern the confidentiality obligation, the provisions of this Article 10 *(Confidentiality obligation*) of these Terms and Conditions will apply. Both Parties shall ensure the confidentiality of the other Party's confidential information obtained in the course of the performance of the Agreement in the same manner as for their own confidential information.

10.2 Confidential information is deemed to mean information relating to the Agreement and the performance thereof (in particular information on the rights and obligations of a Party, information on the Fee as well as on the progress of performance). In addition, information that is expressly marked as confidential by one of the Parties, at least on the cover page of written materials and provided at the beginning of a meeting in the case information communicated verbally, shall be considered confidential.

10.3 Either Party must not disclose the other Party's confidential information to a third party and shall take such measures to prevent third parties from gaining access to the other Party's confidential information. The provision of the preceding sentence shall not apply to confidential information that:

(a) is publicly known at the time of disclosure;

(b) has become or will become generally known or available other than through a breach of duty by any Party, its subcontractors, advisers or consultants;

(c) has been disclosed on the basis of an obligation imposed by generally binding laws or on the basis of a final court decision or a final decision of state administration authorities;

(d) to the disclosure of which the Party concerned has granted its express prior written consent to the other Party; and

(e) represented by Copyrighted Works and materials, the disclosure of which, if any, is required by a public licence within the meaning of Article 7.8 hereof.

10.4 The Client is entitled to make available to third parties any performance created by the Provider within the scope of the Agreement (in particular Copyrighted Works), if allowed by the scope of the related authorisation granted by the Provider.

10.5 If the provision of the Services under this Agreement requires activities involving the processing of personal data on a systematic and regular basis, the Parties undertake to conclude a data processing agreement fulfilling pursuant to Article 28 of the EU Regulation 2016/679 (GDPR).

10.6 The Parties agree that the Provider may claim from the Client to a contractual penalty of CZK 500,000 (five hundred thousand Czech crowns) for each individual breach of any confidentiality obligation arising from this Article 10 (Confidentiality obligation) hereof; this contractual penalty shall only apply in the absence of a separate non-disclosure agreement between the Parties containing a contractual penalty for a breach of confidentiality by the Client.

10.7 Payment of contractual penalties is without prejudice to the right to damages in full. Payment of a contractual penalty does not extinguish the obligation to fulfil the obligation subject to the contractual penalty.

10.8 The contractual penalty is due and payable in cash to the account specified in the request for payment of the contractual penalty and on the day specified as the due date in the request for payment of the contractual penalty, if not specified, then on the fourteenth (14^{th}) day after delivery of the request for payment of the contractual penalty.

11. TERMINATION OF THE AGREEMENT

11.1 Each Party is entitled to terminate the Agreement without cause by notice delivered to the other Party with a thirty (30) days' notice period, which shall commence on the date of delivery of the notice to the other Party.

11.2 The Client may withdraw from the Agreement (i) in the event of a material breach of the Agreement by the Provider, which is deemed to mean a serious breach of an obligation under the Agreement that the Provider fails to remedy within thirty (30) days of the date of receipt of the Client's written request and/or (ii) in the event of a serious impediment on the part of the Client (e.g. material, technical or organizational impossibility of performance of the Client's obligations under the Agreement) demonstrably proved by the Client to the Provider.

11.3 The Provider may withdraw from the Agreement (i) in the event of a material breach of the Agreement by the Client, which is deemed to mean in particular the Client's delay in payment of the Fee or a part thereof for more than fifteen (15) days or in providing the necessary information or assistance under Article 6.6 of these Terms and Conditions, which the Client fails to remedy within thirty (30) days of the date of receipt of the Provider's written notice of the delay and/or (ii) in the event of a serious impediment on the part of the Provider (e.g. long-term illness, material, technical or organizational impossibility of performance of the Provider's obligations under the Agreement).

11.4 Both Parties are entitled to withdraw from the Agreement if a public authority decides to dissolve or declare the Party bankrupt or such a decision is imminent.

11.5 Withdrawal from the Agreement shall take effect on the date of delivery of written notice of withdrawal to the other Party, unless a later date is specified in the notice of withdrawal. Withdrawal from the Agreement can only be made with future effects (*ex-nunc*). In the event of termination of the Agreement or withdrawal from the Agreement, the Client shall pay the Provider the Fee for all Services provided at the time of the effective date of termination or withdrawal within thirty (30) days of the termination of the Agreement.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 These Terms and Conditions and any Agreement will be governed by and construed in accordance with the laws of the Czech Republic, in particular the Civil Code. Business practices shall not prevail over any provision of law, even those provisions of law which do not have coercive effect.

12.2 The Parties agree to resolve any disputes that may arise between them in connection with the performance or interpretation of these Terms and Conditions and any Agreement by negotiation and mutual agreement. If a relevant dispute cannot be resolved within thirty (30) days of the date of occurrence, the dispute may be referred by either Party to a court having subject-matter jurisdiction with local jurisdiction based on the Provider's registered office.

13. NOTICES

13.1 Any notice or document to be served under the Agreement and/or these Terms and Conditions may be served in person, by courier or sent by registered post or electronically (e-mail) to the Party to be served. Any notice will be deemed to have been duly served on the relevant Party upon its entry in the sphere of the recipient. Delivery in accordance with the provisions of Section 570 of the Civil Code will also occur if the Party to whom delivery is addressed knowingly frustrates the delivery. In the event of doubt, the date of receipt of a parcel sent using a postal service provider is the third (3rd) business day after dispatch.

14. MISCELLANEOUS

14.1 The Provider is entitled to unilaterally change or amend the text of these Terms and Conditions to a reasonable extent if a reasonable need to change them arises at a later date. The Provider must notify the Client of the effective date of the new Terms and Conditions and send the new version of the Terms and Conditions to the Client in sufficient time in advance of the effective date, but not less than thirty (30) days. If the Client does not accept the new Terms and Conditions, the Client shall be entitled to terminate the contractual relationship established by the Agreement upon delivery of the above-mentioned disapproval within a notice period of three (3) months starting to run on the date of delivery of the disapproval to the Provider; the Terms and Conditions shall apply to the relationship of the Parties unchanged during the notice period. In addition to express written consent to the new Terms and Conditions, the Client is entitled to express its consent to the new Terms and Conditions by not providing any statement regarding the new version of the Terms and Conditions (by not sending an express consent to the Provider) by the effective date of the new version of the Terms and Conditions. This provision is without prejudice to the rights and obligations arising before the effective date of the new Terms and Conditions.

14.2 If any provision of these Terms and Conditions is or becomes putative, invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected. In such a case, the Provider shall be entitled to replace the putative, invalid or unenforceable provision with a new provision, the wording of which reflects the intention expressed in the original provision; similarly, the Parties undertake to replace the putative, invalid or unenforceable provision of the Agreement.

14.3 Except as otherwise provided in the Agreement, neither Party may assign the Agreement, or any of its rights or obligations under the Agreement to a third party without the prior written consent of the other Party.

14.4 If either Party overlooks or excuses any default, breach, delay or failure to perform any obligation arising from these Terms and Conditions and/or the Agreement, such act will not constitute a waiver of such obligation in respect of any continuing or subsequent default, breach, or failure to perform, and no such waiver will be deemed effective unless given in writing in every single case.

14.5 The Client assumes the risk of a change in circumstances under Section 1765(2) of the Civil Code.

14.6 The Parties expressly exclude the application of the provisions governing references to business terms and conditions in adhesion contracts and clauses in such contracts contained in Sections 1799 and 1800 of the Civil Code.

14.7 For the avoidance of doubt, the Parties expressly acknowledge that (i) they are entrepreneurs within the meaning of Section 420 of the Civil Code, enter into an Agreement in the course of their business, and are therefore not entitled to consumer rights within the meaning of the Civil Code, and (ii) that the provisions of Sections 1740(3), 1793 to 1795, 1805(2) and the second sentence of Section 2004(2) of the Civil Code, will not apply to the obligations arising from the Agreement. At the same time, the Parties declare that they have read and understand the Terms and Conditions before entering into an Agreement and do not consider any provisions of these Terms and Conditions or the Agreement to be surprising, disadvantageous, unexpected or deviating from the usual terms and conditions agreed in similar cases.

14.8 For the purpose of entering into an Agreement, the Parties exclude entering into a contractual obligation in the absence of full consensus of the wills of the Parties.

14.9 The termination of the contractual relationship established by an Agreement, including termination as a result of withdrawal from an Agreement, shall not affect the provisions of the Agreement and these Terms and Conditions, which by their nature are intended to survive the termination of the Agreement; in relation to these Terms and Conditions, these include in particular: Article 7 *(Intellectual property rights*), Article 8 (*Rights from defective performance*), Article 9 (*Obligation to pay damages*), Article 10 *(Confidentiality obligation*), Article 10 (*Personal data protection*), Article 12 *(Governing law and dispute resolution*) and this Article 14.9 of these Terms and Conditions.

14.10 These Terms and Conditions are valid and effective as of 1 June 2026