GENERAL TERMS OF SERVICE

1. **ACCEPTANCE OF THE TERMS**

    1.1. The Customer shall read these general terms of service, the privacy policy available at ready2wash.net/general-terms-of-service, Ready2Pay terms of service available at ready2wash.net/ready2pay-terms-of-service (only applicable if ordered) and all other documents referred to herein (collectively, the "**Terms**") carefully before starting using the Services. When the Customer starts using the Service, clicks to agree to the terms of service when this option is made available, or upon signature of the service order form by the parties via electronic signature programs such as Adobe Sign (the "**Order**") an agreement on use of the Services between the Customer and the Provider is concluded (the "**Agreement**") which includes the Terms. If the Customer does not agree to the Terms, the Customer must not access or use the Services.

    1.2. These general terms of service describe the general terms and conditions for provision of Ready2Wash Services. Special terms and conditions for provision of Ready2Pay services are described in Ready2Pay terms of service available at ready2wash.net/ready2pay-terms-of-service (only applicable if ordered). In case of any conflict between these general terms of service and Ready2Pay terms of service, the Ready2Pay terms of service shall prevail.

    1.3. Services are offered to Customers who are not a target of any sanctions regime, and do not reside in, nor will access the Services from a country from which such access is prohibited under any applicable sanctions regime or export control laws. By using the Services, the Customer represents that it meets all of the foregoing requirements. If the Customer does not meet these requirements, the Customer must not access or use the Services. The Provider reserves the right to limit the availability of the Services to any person, entity, geographic area, or jurisdiction at any time.

2. **DEFINITIONS**

    2.1. "**Provider**" refers to **Ready2Wash s.r.o.**, with registered office at Rybná 682/14, Staré Město, 110 00 Praha 1, ID number: 05335507, incorporated under the laws of the Czech Republic, registered in the Commercial Register at the Municipal Court in Prague under file no. 261957.

    2.2. "**Customer**" refer to legal entity or entrepreneur, who is a customer of Ready2Wash services (the "**Services**") including any content and services offered through https://ready2wash.com and https://ready2wash.net (the "**Website**") and including, if such services are ordered, the MobileApp and Ready2Pay. If the Customer uses the Services as a legal entity, then the person representing the Customer, as an individual, represent that it has authority to bind that entity to the Agreement and "Customer" also refer to that entity.

    2.3. "**Affiliate**" of a person is any person that controls, is controlled by, or is under common control with, such person. The term "control" ("controlled by") means the power to direct or cause direction of management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

    2.4. "**Authorized Users**" is the Customer, its employees, consultants, contractors, and agents who are authorized by the Customer to access or use the Services under the rights granted to the Customer

pursuant to the Agreement.

2.5. **"Customer's Data"** are data, instructions, materials, and other content that is provided by Authorized User, or that Customer receives by or through the Services. Customer's Data does not include Resultant Data.

2.6. **"Customer's Systems"** means Customer's information technology infrastructure, including computers, software, databases, and networks, whether operated directly by the Customer or through the use of third-party services.

2.7. "**Device**" is a monitoring device for Customer's Car Wash and similar machines such as vacuum cleaner etc. ("**Machines**") which can be connected to Ready2Wash Services. All Devices are installed to the Customer's Car Wash by a third party completely independently of the Provider. The conditions for compatibility of the Devices with the Services are set out in the Documentation.

2.8. "**Documentation**" are documents, non-exhaustive list of which is available on the Website and which contain especially:

   a) list of all Services, including description of their features and functions,

   b) description of the onboarding process and integration of Services to the Car Wash, including minimal technical requirements and configurations for use of the Services,

   c) Support and maintenance of Services.

2.9. **"MobileApp"** is a Ready2Wash mobile application available for download at Google Play for Android and available at Apple App Store for iOS and iPadOS. It is one of the optional Services that Customer may order. Use of the MobileApp is subject to a specific MobileApp Terms of Use available at Ready2Wash mobile app that are part of Terms (when this service is ordered). The MobileApp Terms of Use shall contain details and parameters on how different car was providers are listed in the MobileApp.

2.10. "**POS**" is a point-of-sale contactless credit/debit card reader leased to the Customer by the Provider which is used for contactless payments through Ready2Pay services.

2.11. "**Ready2Pay**" is an integrated payments solution for MobileApp and/or POS provided by a third party, which enables the Customer's clients to manage all their payment needs within Ready2Pay. Once made available by the Provider, Ready2Pay may be used by Customer for payments of Services. Use of the Ready2Pay is subject to a specific Ready2Pay terms of service available at ready2wash.net/ready2pay-terms-of-service that are part of Terms (when this service is ordered).

2.12. "**Resultant Data**" are data related to Customer's use of the Services and use of its Machines, that are used by the Provider in an aggregate and anonymized manner (meaning that information is not collected about individual clients of the Customer but the set of data is collected and linked to a specific Customer), including statistical and performance information related to operation of the Services and respective Machines. Such data shall include for example information about location of the Customer, malfunctions or fault of Services and/or Machines (including date and description of the malfunction or fault) and statistical reports about use of Services and Machines in total and/or for a specific program

(such as turnovers, performed washes, performed washes via payment terminal, manually started washes etc.).

2.13. "**Third-Party Materials**" are materials, documents, data, products, services, or software that do not belong to the Provider, including open-source software. A non-exhaustive list of Third-Party Materials is available on the Website.

3. COMMISSIONING

3.1. <u>Conditions</u>. To commission the Services, the Customer needs to:

a) arrange all organizational conditions, HW and basic software necessary to operate the Services in accordance with Provider's recommendations and rules set forth in the Documentation, especially to have all the necessary compatible Devices already installed on the Machines by a third party,

b) provide assistance to Provider required by these Terms and any other assistance necessary to make the Services operational without undue delay, but no later than 5 days from request, namely to fill in and hand over any documents requested by the Provider concerning integration, commission and onboarding of the Services and especially to allow integration of Devices to the Services by the Provider or by a third person chosen by the Provider in the extent described in Documentation.

3.2. <u>Commissioning</u>. The Provider will commission the Services in accordance with the Documentation by providing the Customer with the integration of any hardware components (especially Devices and/or optionally POVs) to Services and by providing the Customer with access details to environment for the use the Services. The Customer may check that the Services has been commissioned correctly within 3 days from receiving the access details or finalization of integration, whichever happens later ("**acceptance period**"). Within the acceptance period, the Customer must confirm that the Services has been commissioned correctly or report any detected defects. Once the Customer confirm that the Services has been commissioned properly or if the Customer do not report any defects within the acceptance period, this constitutes Customer's acceptance of the proper commissioning of the Services. Further, acceptance of the proper commissioning of the Services occurs if the Customer begin to use the Services beyond its testing.

4. SERVICES

4.1. <u>Use</u>. Subject and conditioned on Authorized Users' compliance with the Agreement, the Provider hereby grants the Customer a non-exclusive, non-transferable right to use the Services during the term of the Agreement, solely for use by Authorized Users in accordance with the Agreement. Such use is limited to their internal use.

4.2. <u>Reservation of Rights</u>. Nothing in the Agreement grants any license or other right to any intellectual property rights in or relating to the Services, or Third-Party Materials. All rights to the Services and the Third-Party Materials are and will remain with the Provider and the respective rights holders. The Customer does not acquire any rights except as expressly set forth in Section 4.1 or in the applicable third-party license terms. By entering into the Agreement or, as the case may be, by creation of such data, the Customer assigns to the Provider all rights relating to the Resultant Data. The Provider reserves the right to make changes to the Services that the Provider deem necessary or useful to comply with

applicable law, enhance the quality of Services, cost efficiency or performance.

4.3. <u>Suspension or Termination</u>. The Provider may suspend, terminate, or otherwise deny Authorized User's, or any other person's access to or use of the Services, without incurring any resulting obligation or liability, if:

a) the Provider receives a judicial or governmental request or order that requires to do so, or the Provider becomes aware that a governmental authority or other authority with legal authority has enacted a new, or modified an existing, law, rule, regulation, interpretation or decision that would make performance of any part of the Agreement unlawful or otherwise illegal, or

b) the Provider believes that any Authorized User has failed to comply with the Agreement or used the Services beyond the scope of rights granted or for a purpose not authorized under the Agreement; or that any Authorized User has been, or is likely to be involved in fraudulent or unlawful activities,

c) the Customer does not pay any fees when due, or the Provider receives a chargeback for any payment.

4.4. <u>SLA</u>. Provider will use commercially reasonable efforts to make the Services available in accordance with the service level agreement attached as an Annex 1 to these Terms of Service.

5. **USE RESTRICTIONS**

5.1. <u>Use Restrictions</u>. The Customer may not, and may not permit any other person to, access or use the Services except as expressly permitted by the Agreement and, in case of Third-Party Materials, the applicable third-party license terms. The Customer shall not in particular, but not exclusively:

a) copy, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Services,

b) modify, create compilations or derivative works of the Services, remove, or alter trademarks, Documentation, disclaimers, or notices from Services,

c) bypass or breach any security used by the Services or access or use the Services other than by an Authorized User through the use of its own then valid access credentials,

d) upload, transmit, or otherwise provide to or through the Services, any information or materials that are unsolicited advertisements or content (i.e., "spam"), unlawful or contain or activate any harmful code (software, hardware, or other technology, including malware, the purpose or effect of which is to permit unauthorized access to, disrupt or otherwise harm any computer, software, hardware, or network; or prevent any other customer or Authorized User from accessing or using the Services),

e) damage, disable, interfere with, or otherwise harm the Services, or Provider's provision of Services,

f) access or use the Services for purposes of competitive analysis of the Services, development, provision, or use of a competing Services or product or any other purpose that is to Provider's commercial disadvantage,

g) access or use the Services in association with any safety-critical systems, or other systems in which the use or failure of the Services could lead to personal injury or physical or property damage, or

h) access or use the Services in manner or for purpose that infringes any intellectual property right or other right of any third party or that violates any applicable law.

5.2. <u>Free version</u>. Provider may provide at its own discretion a free version of the Services. In such case, the Services shall be provided free of charge for the duration of the free version. Provider is entitled to terminate the free version at any time without any consequences. The Provider is not liable for any defects in the Services or any damage caused by the use of the Services if the Customer uses the free version.

6. CUSTOMER'S OBLIGATIONS

6.1. <u>Cooperation</u>. The Customer shall at all times during the Agreement term:

a) maintain and operate Customer's Systems in accordance with the Documentation and Provider's recommendations,

b) provide the Provider's personnel with such access to Customer's premises and Customer's Systems as is necessary for the Provider to commission or provide the Services, and

c) provide all cooperation and assistance as the Provider may reasonably request to enable the Provider to exercise its rights and perform its obligations under and in connection with the Agreement.

6.2. <u>Delay</u>. If the Customer fails to provide the Provider with cooperation or fail to fulfil any other obligation under the Agreement, this constitutes an obstacle which prevents the Provider from performing its obligations under the Agreement and entitles the Provider to suspend the performance of the Agreement. The duration of the obstacle for which the Provider is unable to perform is calculated from the first day on which the obstacle occurs until the moment the Customer informs the Provider of its removal. The deadlines for performance of Provider's obligations under the Agreement are automatically extended by the duration of the obstacle and the time necessary to restore continuity of Provider's performance to the Customer.

6.3. <u>Corrective Action</u>. If the Customer becomes aware of any actual or threatened activity prohibited by Section 5.1, the Customer must, and must cause its Authorized Users to, immediately take all reasonable measures within their respective control that are necessary to stop the activity and to mitigate its effects (including by discontinuing and preventing any unauthorized access to the Services and erasing data to which any of them have gained unauthorized access) and notify the Provider of any such actual or threatened activity.

6.4. <u>Inspection</u>. The Provider may inspect or instruct a third party to inspect and Customer shall provide the Provider with access to all relevant documents, premises, personnel, and other requested information to the extent the Provider has reasonable grounds to suspect a breach of the Agreement by the Provider.

6.5. <u>Customer's Responsibility</u>. The Customer is solely responsible for:

a) Customer's Systems and the fact that they meet the requirements set out in the Documentation. If

the Customer does not meet these requirements, the Services may not function properly or at all,

b) legality of processing of Customer's Data. In particular, Customer is responsible for ensuring that the Customer is entitled to provide the Provider with all Customer's Data and that Provider's use and processing of Customer's Data for the purpose of providing the Services does not infringe any third-party rights, in particular intellectual property rights or privacy rights or obligations under any law or regulation. The Customer is required to inform persons whose personal and other data Customer transfers to the Provider about such transfer, and to obtain consent to such transfer of personal data where necessary,

c) use, security, and protection of access details from unauthorized use; and

d) all access to and use of the Services through Customer's Systems or the access details of Authorized Users, including all results obtained from such access or use and all conclusions, decisions and actions based thereon.

7. **FEES AND PAYMENT**

7.1. Fees. Unless agreed otherwise between the Customer and the Provider, all prices will be listed in the Order. The Provider may change the price, institute new fees, or increase the price each year at the anniversary date of this Agreement by providing written notice to the Customer prior to such date. If the Customer does not agree with the increase, he can terminate the contract based on standard termination rules of this Agreement. The obligation to pay the fees is not tied to Customer's actual use of the Services. In the event that the Customer does not use the Services, this shall not affect Provider's right to payment of the fees in full. Unless expressly set forth herein, the fees are non-cancelable and non-refundable.

7.2. Taxes. All fees and other amounts payable by the Customer under the Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, the Customer is responsible for VAT, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by the Customer hereunder. If the Customer is required to make any deduction from the payment of the fee (for example, to pay income withholding tax), the Customer must notify the Provider in advance. Unless agreed otherwise, the Provider is entitled to increase the invoiced fees so that the Provider always receives the net amount due without any deductions or withholdings.

7.3. Payment. Unless agreed otherwise the Customers shall make all payments on the basis of an invoice issued by the Provider. All invoices will be due 14 days from issuance and will be sent electronically to the Customer's contact email address. Specific details for invoicing may be agreed in the Order (especially the date of first invoice for Services, frequency of invoicing for Services, date of invoice for integration etc.). Once made available by the Provider, Customer can opt in to insert the payment details into his user account and allow payments through Ready2Pay paying service (subject to Customer's agreement with Ready2Pay Terms of Service). In such case, all the subsequent payments will be charged automatically from Customer's selected bank account. In case such payment does not proceed, the Provider has the right to issue an invoice instead.

7.4. <u>Late Payment</u>. If the Customer fails to make any payment when due, then in addition to other remedies:

a) the Provider may charge interest on the past due amount at the rate of 0.5% per each commenced day of delay or, if lower, the highest rate permitted under applicable law,

b) the Customer shall reimburse the Provider for all costs incurred in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees, and

c) the Provider may suspend provision of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to the Customer or any other person by reason of such suspension.

7.5. <u>Chargeback</u>. The Provider reserves the right to immediately suspend access to the Services, without prior notice, in the event the Provider receives notice of a Chargeback (as defined below). Contacting the bank or credit / debit card provider by the Customer and rejecting, cancelling, or contesting the charge of any amount payable in connection with Customer's use of the Services ("**Chargeback**") will be considered a breach of Customer's payment obligations under the Agreement. The Provider also reserves the right to dispute any Chargeback received. The Provider may take reasonable steps to restrict Customer's future access to the Services if the Provider believes that the Customer has maliciously requested a Chargeback.

8. **CONFIDENTIALITY**

8.1. <u>Confidential Information</u>. In connection with the Agreement each party as a "Disclosing Party" may disclose or make available Confidential Information to the other one as a "Receiving Party". "Confidential Information" is any information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, or pricing.

8.2. <u>Exclusions</u>. Confidential Information does not include information that:

a) was known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement;

b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement;

c) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.3. <u>Protection of Confidential Information</u>. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and

b) except as may be permitted, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the

Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under Section 8; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth therein.

8.4. <u>Compelled Disclosures</u>. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, the Receiving Party may disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. To the extent permitted by applicable Law, the Receiving Party shall notify the Disclosing Party in writing of such requirement.

8.5. <u>Term</u>. Each Party's obligations under this Section 8 will last throughout the Agreement term and for five years thereafter; provided, however, with respect to any confidential information that constitutes a trade secret, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such confidential information remains subject to trade secret protection under applicable law.

9. REPRESENTATIONS AND WARRANTIES

9.1. <u>Mutual Representations and Warranties</u>. Each party represents and warrants to the other party that execution of the Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; and when executed and delivered by both parties, the Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party.

9.2. <u>Customer's Additional Warranties</u>. The Customer represents and warrants to the Provider that the Customer owns the necessary rights and consents relating to Customer's Data so that, as received by the Provider and processed in accordance with the Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.

9.3. <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1 AND THE SLA IN ANNEX 1 OF THE GENERAL TERMS OF SERVICE, ALL SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, THE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, THE PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, BE AVAILABLE OR OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN THE CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. Services do not replace the need for the Customer to maintain regular data backups or redundant data archives. THE PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER'S DATA.

10. INDEMNIFICATION

10.1. <u>Indemnification</u>. The Customer shall indemnify, defend, and hold harmless the Provider and its Affiliates, and each of their respective officers, directors, employees, and agents from and against any and all loss, damage, claim, action, judgment, settlement, interest, penalty, fine, costs, or expenses, including attorneys' fees and the costs of enforcing any right to indemnification hereunder incurred resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from:

a) Customer's Data, including any processing of it by or on behalf of the Provider in accordance with the Agreement;

b) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under the Agreement; or

c) negligence or more culpable act or omission (including recklessness or willful misconduct) by the Customer, any Authorized User, or any third party on behalf of the Customer or any other Authorized User, in connection with the Agreement.

10.2. <u>Indemnification Procedure</u>. The Provider shall promptly notify the Customer in writing of any action for which such party believes it is entitled to be indemnified. The Customer shall cooperate with the Provider at the Customer's cost and expense. The Customer shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Provider to handle and defend the same, at the Customer's sole cost and expense. The Provider may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Customer shall not settle any action without Provider's prior written consent. If the Customer fails or refuses to assume control of the defense of such action, the Provider shall have the right, but no obligation, to defend against such action, including settling such action, in each case in such manner and on such terms as the Provider may deem appropriate. Provider's failure to perform any obligations under this Section will not relieve the Customer of its obligations under this Article.

11. **LIMITATION OF LIABILITY**

11.1. <u>EXCLUSION OF DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE PROVIDER OR ANY OF PROVIDER'S AFFILIATES, LICENSORS, SERVICES PROVIDERS, OR PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THE CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2. <u>CAP ON MONETARY LIABILITY</u>. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE PROVIDER AND ITS AFFILIATES,

LICENSORS, SERVICES PROVIDERS, AND PROVIDERS ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED 100 % THE TOTAL AMOUNTS PAID TO THE PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $1000, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. **TERM AND TERMINATION**

12.1. Term. This Agreement commences on the date of its conclusion and is concluded for an indefinite period.

12.2. Termination. In addition to any other express termination right set forth in the Agreement:

a) the Provider may terminate the Agreement, effective on written notice to the Customer, if the Customer: (i) fails to pay any amount when due hereunder, (ii) breach any of Customer's obligations under Section 5.1 or Article 8, or (iii) the Ready2Wash Agreement is terminated,

b) either party may terminate the Agreement effective on written notice to the other one, if the other one materially breaches the Agreement and such breach is incapable of cure, or remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach,

c) either party may terminate this Agreement effective immediately upon written notice to the other one, if the other one: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business, and

d) either party may terminate this Agreement without giving a cause based on notice with an explicit termination date, provided that such notice is delivered to the other party at least one month prior to the chosen termination date.

12.3. Effect. Upon expiration or termination of the Agreement, except as expressly otherwise provided herein:

a) rights and licenses granted by the Provided to the Customer hereunder will immediately terminate,

b) the Provider may destroy and permanently erase all Customer's Data and Confidential Information, provided that, for clarity, this obligations does not apply to any Resultant Data,

c) the Customer shall immediately cease all use of the Services and within 15 days, or at Provider's written request permanently erase Provider's Confidential Information from all Customer's Systems, and certify to the Provider in writing that the Customer has complied with this obligation,

d) the Provider may disable Customer's and other Authorized Users access to the Services,

e) if the Customer terminates the Agreement pursuant to Section 12.2 (b), the Customer will be relieved

of obligation to pay the fees attributable to the period after the effective date of such termination, in all other cases all fees that would have become payable had the Agreement remained in effect until expiration of the current subscription term will become immediately due and payable, and the Customer shall pay such fees, together with all previously accrued but not yet paid fees,

f) the Customer shall allow to disconnect (disintegrate) the Devices from the Services by the Provider or by a third person chosen by the Provider in the extent described in Documentation.

12.4. Surviving Terms. The rights and obligation of the parties in the Agreement that, by nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement.

13. **FINAL PROVISIONS**

13.1. Entire Agreement. Agreement constitutes sole and entire agreement with respect to its subject matter and supersedes all prior and contemporaneous agreements, with respect to such subject matter. In the event of a conflict between the documents constituting the Agreement, the documents shall apply in the following order: (i) the Order, (ii) this Terms of Use, (iii) remaining documents in order of their appearance in the Terms.

13.2. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under the Agreement, without prior written consent of the other party, provided that the Provider may assign the Agreement as a whole without Customer's prior written consent to any Affiliate.

13.3. Exclusion. Sections 2389g to 2389u of the Czech Civil Code do not apply.

13.4. Marketing. The Provider is entitled to place the Customers company name, logo, trademark or any other trade name on Provider's websites and platforms in the references section and use it as a reference in Provider's offers.

13.5. Subcontracting. Provider may use subcontractors to provide the Services or their parts, such as integration, provision of servers and hosting, etc.

13.6. Force Majeure. In no event will the Provider be liable for any failure or delay in performance of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including acts of God, flood, fire, earthquake, war, terrorism, cyber-attack (including DDoS), invasion, embargoes, strikes, passage of law, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. The Provider may terminate the Agreement if a force majeure event continues for a period of 30 days or more.

13.7. Amendment. The Provider may revise and update the Terms from time to time at its sole discretion. The Provider will notify the Customer of the change by e-mail which shall include the respective document with changes in PDF (or other format, which does not allow alteration of its content) and give the Customer 30 days to reject it. If the Customer rejects the change within 30 days of notification, this will constitute a termination of the Agreement by the Customer with notice period ending on the expiry of this period, during which time the existing Terms will remain in force.

13.8. <u>Notices</u>. The requirement of written form is met if the electronic text with a simple electronic signature is delivered to the e-mail address of the other party, or by other electronic means agreed by the parties.

13.9. <u>Severability</u>. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, parties shall negotiate in good faith to modify the Agreement so as to effect the original intent to the greatest extent possible.

13.10. <u>Mediation</u> under P2B. In case of a dispute of the Provider and the Customer, the Provider is prepared to undergo mediation in Czech or English language with these mediators:

a) Veronika Vrábel Porteš, ID no. 072 77 181, with registered seat at Antala Staška 1859/34, ZIP code 140 00, Prague 4, Czech Republic,

b) Mgr.Tereza Hanajová, ID no. 038 45 061, with registered seat Jablonec nad Nisou, Komenského 2466/15a.

13.11. <u>Governing Law; Submission to Jurisdiction</u>. Agreement is governed by and construed in accordance with the internal laws of Czech Republic without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the courts of the Czech Republic, and both parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

ANNEX 1: SERVICE LEVEL AGREEMENT

1. SERVICE LEVELS

    1.1. The Provider will make the Services available at least 98 % of the time as measured over the period of 365 consecutive days starting with the first day of the subscription term as set out in the Order (each such period, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below (the "**Availability Requirement**"). If the Agreement is terminated prior to the expiry of a full Service Period, the Services will be viewed as available during the remaining period of time.

    1.2. The Provider will initially respond to issues with the Services reported by an e-mail ticketing system that are caused by a defect of Provider's software (the "**Incident**") within the following timeframes, excluding incidents caused as a result of any of the Exceptions described below (the "**Reaction Requirement**"):

Incident Category	Reaction time
1 – critical	2 business days
2 – major	4 business days
3 – minor	8 business days

    1.3. The Provider recognizes the following categories of Incidents and it is the Provider who decides categorization of specific Incident:

Category	Description of the impact
1 – critical	Services are inoperable for all Authorized Users with no alternative solution available.
2 – major	All or some of the basic functionality of the Services are inoperable, preventing the processing of routine or daily operations.
3 – minor	User experience is negatively affected.

    1.4. Material failure to meet the Availability Requirement, or Reaction time shall be considered a "**Service Failure**", provided that such failure did not occur in connection with any from the following is a non-exhaustive list of "**Exceptions**":

    a) act or omission by the Customer or any Authorized User that does not strictly comply with the Agreement,

    b) Authorized User's Internet connectivity,

    c) Third-Party Materials, including failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by the Provider pursuant to the

Agreement,

d) disabling, suspension, or termination of the Services pursuant to the Agreement.

e) scheduled downtime (for example for maintenance, update, actualization etc.), or

f) force majeure event.

1.5. The Provider may schedule downtime for routine maintenance of the Services between the hours of 10 p.m. and 6 a.m. CEST (UST+2) provided that Provider gives the Customer at least 2 hours prior notice.

2. SERVICE LEVEL FAILURES AND REMEDIES

2.1. In the event of a Service Failure, the Provider will issue a credit to the Customer in the amount of 10 % of the monthly fees. In case of multiple Service Failures in the same month, the Provider will issue the credit up to the maximum amount of 30 % of the monthly fees per each month.

2.2. Issuance of service credit is conditional on report of the Service Failure by the Customer to the Provider immediately on becoming aware of it and requesting such service credit in writing within 30 days of the Service Failure.

2.3. Any service credit payable to the Customer under the Agreement will be issued in the agreement term following the term in which the Service Failure occurred. If no other term shall follow due to termination or expiration of the Agreement, the service credit is payable based on an invoice issued on Customer's behalf within 1 month from the termination or expiration of the Agreement.