

Terms and Conditions for Software Services

May 2023

The following Terms and Conditions for Software Services, issued by ALVAO s.r.o., with registered office at Hlohová 1455/10, 591 01 Žďár nad Sázavou, Czech Republic, company number: 25561561, registered in the Commercial Register kept by the Regional Court in Brno, file ref. C 33290, Tax ID: CZ25561561 (hereinafter as the "Provider") modify the conditions for the provision of a computer program or computer programs, the use of which is made possible by the Provider via the Internet in the form of software as a service (aka SaaS) (the Online Application).

1 Definitions

- 1.1 In these Terms and Conditions (including their annexes, unless they contain their own definition), the following terms and expressions are understood as follows, unless the context requires otherwise:

Additional Services Fee	Shall have the meaning given in clause 13.3 of the Terms and Conditions.
Online Application Fee	Shall have the meaning given in clause 13.3 of the Terms and Conditions.
Additional Services	Shall have the meaning given in clause 7.1 of the Terms and Conditions.
Service Provision Commencement Date	Shall have the meaning given in clause 4.3 of the Terms and Conditions. The Service Provision Commencement Date is listed in the Business Proposal.
Confidential Information	Shall have the meaning given in clause 16.1 of the Terms and Conditions.
Guaranteed Service Level	Shall have the meaning given in clause 6.2 of the Terms and Conditions.
GDPR	Means Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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).
Service Credit	Means a discount on the price in Czech Crowns calculated per clause 6.5 of the Terms and Conditions.
Monthly Period	The first Monthly Period begins at 00:00 CET on the Service Provision Commencement Date and ends at 24:00 CET on the day before that day of the following calendar month which coincides with the Service

	Provision Commencement Date (e.g. 15 January, 00:00 to 14 February, 24:00). Subsequent Monthly Periods shall always start at 00:00 CET on the day following the last day of the previous Monthly Period and shall end at 24:00 CET on the day preceding that day of the following calendar month which by its name or number coincides with the first day of the pertinent Monthly Period. If in the following calendar month there is no date that coincides with the first day of the pertinent Monthly Period, the Monthly Period ends at 24:00 CET on the last day of the following calendar month (e.g. 30 January, 00:00 to 28 February, 24:00).
Monthly Subscription	The Online Application subscription option, in which the Online Application is provided for one (1) Monthly Period with automatic extension. For details, see Article 18 of the Terms and Conditions.
Local Installation	Shall have the meaning given in clause 8.1 of the Terms and Conditions.
Business Proposal	A Business Proposal pursuant to clause 4.1 of the Customer-approved Terms and Conditions.
Terms and Conditions	These Terms and Conditions for the provision of software services.
Content	Shall have the meaning given in clause 12.1 of the Terms and Conditions.
Authorized Application Downtime	Shall have the meaning given in Annex 2 to the Terms and Conditions.
Online Application	Online Software Products specified in Article 3 of the Terms and Conditions.
Personal Data	Shall have the meaning given in clause 15.1 of the Terms and Conditions.
Personal Data Protection Regulations	Means the GDPR and regulations replacing or following on from the GDPR.
Subscription	Shall have the meaning given in clause 18.1 of the Terms and Conditions. The Online Applications is offered in two subscription options – Monthly Subscription or Annual Subscription.
Access Accounts	Means the Access Accounts that enable the Online Application to be used, as defined in more detail in

	clause 4.1 of the Terms and Conditions.
Reseller	Means a Third Party who, according to the agreement with the Provider, is entitled to make Business Proposals re the Provider's Products to Customers. For the avoidance of doubt, the Provider states that no Reseller is entitled to enter into Contracts on behalf of the Provider, to undertake any warranties or guarantees on behalf of the Provider, or to act in any other way for or on behalf of the Provider.
Annual Subscription	The Online Application subscription option, in which the Online Application is provided for twelve (12) consecutive Monthly Periods with automatic extension. For details, see Article 18 of the Terms and Conditions.
Actual Service Level	Shall have the meaning given in clause 6.4 of the Terms and Conditions.
Services	Means all Services provided under the Contract to the Customer, in particular Online Applications and Support services.
Contract	Shall have the meaning given in clause 4.3 of the Terms and Conditions.
Contracting Parties	Means the Customer and the Provider.
Customer	Means a Party who enters into a Contract with the Provider on the basis of these Terms and Conditions.
Trial Period	Shall have the meaning given in clause 10.8 of the Terms and Conditions.

2 Interpretation

- 2.1 Unless otherwise specified in these Terms and Conditions, or unless the context in which the term is stated clearly implies otherwise, in the following Terms and Conditions:
- 2.1.1 a reference to these Terms and Conditions includes both a reference to the actual content of this document and to all the annexes and other supporting documents to which these Terms and Conditions refer;
 - 2.1.2 a reference to any "agreement", "contract" or "other document" means the document, agreement or other document in its currently valid form;
 - 2.1.3 words given in a particular gender shall include all genders, and a reference to a person shall includes both natural and legal persons;

- 2.1.4 "article", "clause" or "annex", unless the context requires otherwise means a reference to an article, clause or annex of these Terms and Conditions;
- 2.1.5 headings contained in the Terms and Conditions have no effect on interpretation.

3 Online Application description

- 3.1 The Online Application is a computer program or computer programs that the Customer is allowed to use via the Internet in the form of software as a service (aka SaaS). All support infrastructure, middleware, software and computer program data are located in a data centre availed by the Provider (cloud). However, in order to take full advantage of all features of the Online Application, it may be necessary to install component software on the Customer's terminal equipment (described in detail in Annex 1 to these Terms and Conditions).
- 3.2 The Online Application is defined in the Business Proposal, which provides an overview of the Customer-accessible computer programs (aka Products) and additional modules provided to the Customer to the accessible computer programs, including any limits (parameters) of their use. The specifications of the individual computer programs and add-on modules that may be part of the Online Application and their functionalities are set out in Annex 1 of these Terms and Conditions.
- 3.3 The Provider is entitled to make changes to the Online Application specification, including changes to existing functionalities, the addition of new functionalities and the removal of existing functionalities. As a rule, the Customer shall be informed in advance of changes to the Online Application specification, e.g. via the Provider's website.

4 Entering into Contract

- 4.1 If the Customer is interested in using the Online Application, a written Business Proposal for the provision of Services (hereinafter as the "Business Proposal") shall be submitted to them by the Provider or Reseller, containing in particular the proposed scope and parameters of the Online Application, the Price, the Service Provision Commencement Date and the Subscription option (if the Subscription variant is not included in the Business Proposal, the Monthly Subscription applies).
- 4.2 If the Customer agrees to the Business Proposal, the Provider shall create one (1) Access Account with the highest level of authorization (allowing, among other things, the creation of additional Access Accounts) before the Service Provision Commencement Date for the Customer and provide the Customer with its details, in particular login details. At the first log-in to this Access Account, the Customer shall be asked to accept these Terms and Conditions.
- 4.3 By the Customer accepting the Terms and Conditions through the Access Account pursuant to the previous clause, a Contract is entered into between the Customer

and the Provider, whereby the Provider undertakes to provide to the Customer from the Service Provision Commencement Date of the Online Application and Additional Services to the extent specified by the Business Proposal and under these Terms and Conditions, and whereby the Customer undertakes to pay for the Services provided at the specified price (hereinafter as the "Contract"). The material content of the Contract consists of these Terms and Conditions and the Business Proposal.

- 4.4 The person who accepts the Terms and Conditions on the Customer's part declares that s/he is entitled to act for and on behalf of the Customer. Should this statement turn out to be false, the accepting person is obligated to compensate the Provider for the harm caused.

5 Access Accounts

- 5.1 The use of the Online Application is possible only through the Access Accounts described in more detail in Annex 1 of these Terms and Conditions (hereinafter as the "Access Accounts").
- 5.2 The maximum number of active Access Accounts (i.e. created Access Accounts through which the Online Application can be accessed), or additional limits of Access Accounts, are set out in Business Proposal of these Terms and Conditions. If the maximum number of active Access Accounts is not specified in Business Proposal, their number shall not be limited.
- 5.3 The Customer is obligated to ensure that there is no multiplexing of Access Accounts, i.e. that multiple persons (users) will not access the Online Application through a single (shared) Access Account, at any time whatsoever.
- 5.4 The Customer is responsible for securing all Access Accounts, including passwords and other elements used to access the Online Application. Furthermore, the Customer is responsible for any use of the Access Accounts, including their use by Third Parties, regardless of how these Third Parties gained access to the Customer's Access Accounts.

6 Online Application Availability (SLA)

- 6.1 The Provider is obligated to make reasonable efforts to make the Online Application available without interruption, except for any restrictions in accordance with these Terms and Conditions.
- 6.2 Availability of the Online Application may be temporarily restricted for the purpose of carrying out the necessary maintenance under the conditions laid down in Annex 2 of these Terms and Conditions.
- 6.3 The Provider warrants that the availability of the Online Application (Actual Service Level) will reach at least the level (performance metrics) listed in Business Proposal (hereinafter as the "Guaranteed Service Level") in each Monthly Period. If there is no Guaranteed Service Level listed in Business Proposal the Provider does not

guarantee any minimum level of availability of the Online Application and the provisions of Article 6 (except clause 6.1) of these Terms and Conditions shall not apply.

- 6.4 The Actual Service Level shall be calculated for each Monthly Period in the manner set out in Annex 2 to these Terms and Conditions.
- 6.5 In the event that the Actual Service Level is lower than the Guaranteed Service Level in any Monthly Period, the Customer may be entitled to a Service Credit under the conditions set out in Annex 2 to these Terms and Conditions.
- 6.6 If the Customer is entitled to the Service Credit, the Service Credit shall be credited against the Provider's claim (or, respectively, of the Reseller, if the Contract was entered into on the basis of a Reseller Business Proposal) to pay the price of the Services for the subsequent invoicing period. If it is not possible to make a credit according to the preceding sentence on the grounds that all receivables for payment of the price of the Services have been settled and at the same time the obligations under the Contract have ceased to exist, the Provider (or, respectively, the Reseller, if the Contract was entered into on the basis of a Reseller Business Proposal) is obligated to pay the Customer the amount corresponding to the Service Credit upon written request from the Customer.
- 6.7 Service Credits are the exceptional and exclusive compensation for any issues related to the performance, functionality or availability of the Online Application. In particular, the Customer is not entitled to any discount on the price except for Service Credits.

7 Support and Additional Services

- 7.1 The Provider shall provide the Customer with Support services and, where applicable, Additional Services to the extent specified in the Business Proposal (hereinafter as "Additional Services"). Annex 1 to these Terms and Conditions sets out further details of the provision of Additional Services, in particular the conditions and how they are provided. If there are no Additional Services listed in the Business Proposal, the Provider is not obligated to provide any Additional Services to the Customer.
- 7.2 The Customer is obligated to provide the Provider with all the cooperation necessary for the proper provision of Additional Services.

8 On-Prem Installations and the Online Application

- 8.1 For the duration of the obligations under the Contract, the Customer is entitled to install on the terminal equipment on their premises On-Prem Installations of Products that are part of the Online Application, if technically allowed to do so by

the Provider (hereinafter as "On-Prem Installations"). These On-Prem Installations are linked to and allow working with data in the Online Application.

- 8.2 To use On-Prem Installations, Customer must ensure that the terminal equipment on which they have installed On-Prem Installations is connected to the Internet.
- 8.3 After the termination of the obligations under the Contract, the Customer is obligated to immediately uninstall and remove all On-Prem Installations from the terminal equipment and stop using them. The Customer is obligated to do the same if the scope of the Services provided changes and one of the products ceases to be part of the Online Application in relation to On-Prem Installations of this product.
- 8.4 The Provider makes no warranties or guarantees regarding On-Prem Installations.
- 8.5 The details of On-Prem Installations and any limits on their use shall be set out in Annex 1 to these Terms and Conditions.

9 Change of scope of the Services provided

- 9.1 The Customer is entitled to request at any time an extension of the Services provided, i.e. an increase in the limits (parameters) of use specified in Business Proposal, the provision of new computer programs and add-on modules or Additional Services, or the replacement of existing add-on modules or Additional Services with additional modules or Additional Services of a higher level, as follows:
 - 9.1.1 The Customer shall deliver the request to extend the Services provided with the definition of the required increase in usage limits (parameters), required computer programs, add-on modules, storage capacities and Additional Services in writing to the Provider (if the Contract was entered into on the basis of a Reseller Business Proposal, then through the Reseller);
 - 9.1.2 upon Customer request, the Provider, or the Reseller shall send the Customer a written Business Proposal to extend the Services provided, which shall include in particular the proposed price of the requested Services. For the avoidance of doubt, the Contracting Parties agree that the Provider is entitled to refuse the requested extension of the Services provided, and shall so inform the Customer;
 - 9.1.3 The Customer accepts or rejects the delivered Business Proposal in writing within the acceptance period specified in the Business Proposal, in the manner specified in the Business Proposal, otherwise no later than thirty (30) days after its delivery to the Customer. The Business Proposal shall expire at the end of the time period for its acceptance;
 - 9.1.4 in case of acceptance of the Business Proposal by the Customer, the changes in question to the scope of the Services provided take effect on the first day of the Monthly Period following the acceptance of the Business Proposal by the Customer, unless otherwise agreed. In such a case, the price of the Services shall be increased in accordance with clause 13.7 of these Terms and Conditions.

- 9.2 Other changes in the scope of the Services provided are admissible only through the written agreement of the Contracting Parties.

10 Terms of Use of the Services

- 10.1 The Customer is entitled to use the Services in accordance with their purpose and only to the extent specified in these Terms and Conditions.
- 10.2 The Customer is entitled to allow the use of the Services by their cooperating Third Parties, in particular for the purpose of supporting the Customer's customers/clients and managing the Customer's suppliers. However, the Customer may not demand any remuneration from these Third Parties for allowing the use of the Services, i.e. there must not be any 'resale' of the Services. Furthermore, the Customer is entitled to avail use of the Services to members of the Customer's company entities, their employees and persons who are in a similar position as employees, as well as to persons who are at least 50% owners or shareholders of the Customer, or in whom the Customer is an at least 50% owner or shareholder. For the purposes of these Terms and Conditions, any act or omission by the persons referred to in this clause 10.2 of these Terms and Conditions shall be considered an act or omission of the Customer, for which the Customer is liable in the same way as if they had so acted or omitted themselves.
- 10.3 The Customer may not use the Services for the following purposes:
- 10.3.1 unlawful conduct such as fraud, threats, copyright infringements, trademark infringements or infringements of other intellectual property laws;
 - 10.3.2 unlawful invasion of privacy of any person such as, in particular, the unlawful collection or storage of Personal Data or data attributable to that person.
- 10.4 The Customer may not use the Services in a manner that could cause harm to the Provider or Third Parties or otherwise damage the Online Application. In particular, the Customer may not:
- 10.4.1 seek to gain unauthorized access to the Online Application or other users' accounts, to prevent access to the Online Application by authorized persons, or to allow unauthorized Third Parties to access the Online Application;
 - 10.4.2 misuse the Online Application to attempt to gain unauthorized access to any Additional Services, data, user accounts, or networks;
 - 10.4.3 upload files or programs to the Online Application that could destroy, damage or otherwise negatively affect the functionality of the Online Application or other computer programs (e.g. viruses, worms, Trojans);
 - 10.4.4 use the Online Application in situations in which a failure of the Online Application could cause death or serious personal injury, or serious property damage or environmental damage; or
 - 10.4.5 act in a manner that assists or encourages anyone to act as described above.
- 10.5 The Customer is not entitled to create or otherwise obtain physical copies of the Online Application or its components, whether in the form of machine or source code. For the avoidance of doubt, the Contracting Parties agree that the preceding

sentence does not apply to temporary copies of parts of the Online Application whose local storage is technically necessary to ensure remote access to the Online Application, to On-Prem Installations and to the installation of component software on the Customer's terminal equipment in accordance with Annex 1 to these Terms and Conditions.

- 10.6 Prerequisites for the full and unhindered use of the Services by the Customer include in particular a stable and adequate internet connection, the required configuration of software and hardware equipment and the supported platform set out in Annex 1 of these Terms and Conditions. Any of the Provider's guarantees and warranties specified in these Terms and Conditions are valid only if the Customer has the facilities per the preceding sentence and deploys them when using the Services. All costs of securing such facilities are borne by the Customer.
- 10.7 The Provider is entitled to suspend the provision of the Services if the Customer seriously or repeatedly violates the Terms of Use of the Services set out in these Terms and Conditions. If the Provider suspends the use of the Services, they shall do so only to the extent reasonably necessary. The Provider shall notify of a suspension of the Services for the above reasons in advance, except where they have reason to believe that the Services need to be suspended immediately.
- 10.8 The Provider may allow the Customer free of charge temporary use of the Online Application for the purpose of its testing by the Customer (hereinafter as the "Trial Period"), while the provision of the Online Application in the Trial Period shall be governed by these Terms and Conditions, with the following exceptions:
- 10.8.1 during the Trial Period, the Online Application is provided free of charge;
- 10.8.2 the Trial Period shall last for the period specified in the Business Proposal; The Trial Period may be extended by written agreement of the Contracting Parties;
- 10.8.3 unless one of the Contracting Parties notifies the other Contracting Party (through the Reseller, if the Contract was entered into on the basis of a Reseller Business Proposal; albeit the Provider is always entitled to notify direct) in writing at least seven (7) days before the end of the Trial Period of not being interested in fee-based provision of the Online Application, this Contract shall automatically be amended into a fee-based Contract with a duration as set out in clause 18.1 of these Terms and Conditions; In such a case, the Service Provision Commencement Date which begins the first Monthly Period shall be the first day following the expiry of the Trial Period;
- 10.8.4 if either Contracting Party notifies the other Contracting Party (through the Reseller, if the Contract was entered into on the basis of a Reseller Business Proposal; albeit the Provider is always entitled to notify direct) in writing at least seven (7) days before the end of the Trial Period of not being interested in fee-based provision of the Online Application, the obligations under the Contract shall expire at the end of the Trial Period;
- 10.8.5 the Provider shall create an Access Account for the Client in accordance with clause 4.2 of these Terms and Conditions prior to the start of the Trial Period;

- if this Contract is changed to fee-based, this Access Account and other Customer Access Accounts created during the Trial Period shall be retained;
- 10.8.6 the Customer is entitled to use the Online Application only to a limited extent in accordance with the limits set out in the Business Proposal;
- 10.8.7 the Provider does not guarantee the availability of the Online Application referred to in Article 6 of these Terms and Conditions, as well as other hosting service parameters listed in the Business Proposal and Annex 1 to these Terms and Conditions, in particular the Guaranteed Service Level, storage capacity and backup retention period; the Customer may not be entitled to a Service Credit or any other claim due to issues related to the performance, functionality or availability of the Online Application;
- 10.8.8 the Provider is not obligated to make backups of the Content and is not liable for any loss of Content stored or processed during the Trial Period; The Provider is not obligated to make such Content available to the Customer after the termination of the obligations under the Contract;
- 10.8.9 the Provider is not obligated to provide Additional Services to the Customer and if choosing to provide them voluntarily in a particular case is not obligated to comply with the conditions and method of their provision specified in Annex 1 of these Terms and Conditions, in particular is not obligated to comply with the Response Times; In such a case, Additional Services are provided free of charge;
- 10.8.10 the Customer is not entitled to allow the use of the Online Application or other Services by the Third Parties referred to in the first sentence of clause 10.2 of these Terms and Conditions.
- 10.9 The Provider has implemented security measures in accordance with ISO 27001, ISO 27017 and ISO 27018 and undertakes to comply with them for the entire duration of the obligations under this Contract.
- 10.10 The Provider shall provide to the Customer, at their written request, information on the security measures in place, by way of a declaration of compliance with ISO 27001. Before providing this information, the Customer must first enter into a [Confidentiality Agreement](#) with the Provider in the standard form used by the Provider.

11 Intellectual Property

- 11.1 The Provider owns all intellectual property rights to the Online Application, as well as to any Works created or provided by the Provider in the context of the provision of the Services, in particular computer programs, databases, trademarks, copyright works, graphics and know-how. ALVAO is a registered trademark of the Provider in the European Union and other countries.
- 11.2 By this Contract the Provider grants the Client permission to use (license) the Online Applications and other Works created by the Provider in the context of the provision of the Services, subject to the following conditions:

- 11.2.1 The license is provided as non-exclusive, for the duration of the obligations under this Contract and limited by the terms of use of the Services agreed in this Contract.
- 11.2.2 The Customer may not manipulate, customize or otherwise modify the Online Application or other Works created by the Provider in the context of Service provision.
- 11.2.3 The Customer may not sub-license to any Third Party in whole or in part. This is without prejudice to the Customer's right to allow Third Parties to use the Services in accordance with clause 10.2 of these Terms and Conditions.
- 11.2.4 The license also applies to any changes, modifications, or updates.
- 11.3 The Customer is not entitled to obtain the source code of the Online Application or other components of the Services (e.g. by reverse engineering) in any way.
- 11.4 The Customer may not use the Online Application or Additional Services provided to create a competing product or service.

12 Content

- 12.1 The Customer is responsible for all Content that is entered or processed through the Online Application (hereinafter as the "Content"). The Provider shall not review the Content in any way and is not responsible for the Content. For the avoidance of doubt, the Contracting Parties agree that the Provider does not have any rights in relation to the Content.
- 12.2 The Provider shall make regular backups of the Content to the extent and frequency specified in the Business Proposal and in Annex 1 of these Terms and Conditions. If any damage or loss of the Content occurs, the Provider, in cooperation with the Customer, shall within a reasonable time ensure the restoration of the Content from the last backup made (i.e. the Content shall be restored in the form as was backed up). The Customer has no right to claim any other compensation for damage or loss of the Content.
- 12.3 If the Provider is obligated to provide the Content or any part thereof to a Third Party (e.g. law enforcement authorities) by law or a binding judicial decision, the Provider must inform the Customer about this for a reasonable period of time in advance, unless this is contrary to the law.
- 12.4 The Content shall be stored in the data repository of the Customer's choice (as far as is possible in keeping with the Business Proposal). Unless the Customer chooses otherwise, the Content shall be stored within one of the EU or EEA member state jurisdictions.
- 12.5 After the termination of the obligations under the Contract, a backup of the Content shall be available to the Customer upon request for another thirty (30) days. At the end of this period, all Content shall be irretrievably removed, unless otherwise provided by binding law.
- 12.6 If the Provider discovers that there has been a loss, unreadability (destruction) or unauthorized alteration (loss of integrity), or information leakage (disclosure – loss

of confidentiality) of the Content or any part thereof, including loss of access (loss of availability) (hereinafter as a "Security Incident"), they shall promptly (i.) inform the Customer in an appropriate manner of the Security Incident; (ii.) investigate the Security Incident and provide the Customer with detailed information about it; and (iii.) take reasonable steps to mitigate the effects of the Security Incident and to minimize damage. The Customer undertakes to avail to the Provider the necessary cooperation to mitigate the effects of the Security Incident and to minimize damage. For the avoidance of doubt, the Contracting Parties agree that informing about a Security Incident or the Provider's response to a Security Incident pursuant to this clause of these Terms and Conditions shall not constitute any admission of the Provider's liability for the Security Incident. The Customer is obligated to notify the Provider without delay of their suspicion that a Security Incident has occurred.

13 Price and Payment Terms

- 13.1 The rules for determining the price and payment terms vary depending on whether the Contract was entered into on the basis of a Business Proposal from the Reseller or the Provider, as follows:
 - 13.1.1 If the Contract was entered into on the basis of a Reseller Business Proposal, the Customer is obligated to pay the price for the performance provided under the Contract directly to the Reseller, under the conditions set out in the Business Proposal, or agreed in a special agreement between the Customer and Reseller. The provisions of clause 13.2 to 13.9 of these Terms and Conditions shall apply in such a case only if no other payment terms are stipulated by the Business Proposal or a special agreement between the Customer and Reseller. When applying the provisions of clause 13.2 to 13.9 of these Terms and Conditions in these cases, where these provisions refer to the "Provider", this is understood to mean the "Reseller". Clause 13.10 of these Terms and Conditions shall apply in all cases.
 - 13.1.2 If the Contract was entered into on the basis of a Provider Business Proposal, the provisions of clause 13.2 to 13.10 of these Terms and Conditions shall apply in full.
- 13.2 The Customer is obligated to pay the Agreed Price to the Provider for the Services provided, i.e.:
 - 13.2.1 in the case of a Monthly Subscription, always in advance for the subsequent Monthly Period (invoicing period).
 - 13.2.2 in the case of an Annual Subscription, always in advance for the subsequent twelve (12) consecutive Monthly Periods (invoicing periods).
- 13.3 The price of the Services for one Monthly Period consists of the price for providing the Online Application for one Monthly Period (hereinafter as the "Online Application Fee") and the price for the provision of Additional Services for one Monthly Period (hereinafter as the "Additional Services Fee"). The Online Application Fee and the Additional Services Fee are listed in the Business Proposal.

- 13.4 The Online Application Fee includes the use of the Online Application within the limits (parameters) of use specified in the Business Proposal. If during use of the Online Applications the Customer exceeds these limits, during any part of the Monthly Period, the Provider is entitled to demand payment of the surcharge according to the unit prices specified in the Business Proposal. Surcharges shall always be paid together at the end of the relevant invoicing period for which they are due.
- 13.5 All prices are stated in the Business Proposal are shown ex-VAT, unless expressly stated otherwise.
- 13.6 The Customer shall pay the price of the Services against invoices issued by the Provider – tax documents with a maturity of fifteen (15) days from their delivery to the Customer by transfer to the Provider's account stated in the tax document.
- 13.7 In the event of a change in the scope of the Services provided pursuant to clause 9.1 of these Terms and Conditions, the price of the Services will change from the effective date of this change in accordance with the price agreed by the Customer-accepted Business Proposal, as follows:
- 13.7.1 if the change consists of an increase in the limits (parameters) of use specified in the Business Proposal or in the provision of new computer programs and add-on modules or Additional Services, the price of the Services shall be increased by the agreed price of these new components of the Services;
- 13.7.2 if the change consists of replacing existing add-on modules or Additional Services with add-on modules or other higher-end services, the price of the Services shall be increased by the difference between the price of the replaced parts of the Services and the agreed price of those parts of the Services that replace them.
- 13.8 If the Services provided are extended during the invoicing period referred to in clause 13.2.2 of these Terms and Conditions, the Customer is obligated to pay the Provider a supplement to the Price of the Services in the amount of the difference between the agreed Price of the Services before the effective date of the change and the agreed Price of the Services after the effective date of the change, multiplied by the number of Monthly Periods remaining from the effective date of the change until the end of the invoicing period in question. The balance shall be paid against an invoice – tax document issued by the Provider.
- 13.9 In the event of a change in the price of the Services pursuant to clause 13.7 of these Terms and Conditions, the Provider shall make an updated Business Proposal and send it to the Customer.
- 13.10 In the event of the Customer's delay in paying the price of the Services, or any part thereof, the Provider is entitled to suspend the Service provision until full payment of the outstanding amount. If the Contract was entered into on the basis of a Reseller Business Proposal, the Provider is also entitled to suspend the provision of the Services if the Reseller is in default of payment of the price of the Services, or any part thereof to the Provider.

14 Personal Data Protection Policy

- 14.1 As the Personal Data Controller, the Provider will process the Personal Data of the Customer (if he/she is a natural person) and, where applicable, the personal data of persons acting on behalf of the Customer in connection with the performance of this Contract. The Provider shall process such Personal Data in particular for the purpose of fulfilling the Contract. More information on how the Provider will process this Personal Data is available on the Provider's website under the following link: <https://www.alvao.com/cs/gdpr/>. The Provider is entitled to change this information unilaterally at any time, and shall inform the Customer accordingly.
- 14.2 The Customer is obligated to ensure that the Personal Data of persons acting on their behalf are relayed to the Provider in accordance with the Data Protection Regulations and that they are informed that their personal data are relayed to the Provider and for what purpose.

15 Processing of Personal Data

- 15.1 As a result of the provision of the Services and the performance of the Contract, the Provider shall process for the Customer the personal data that the Customer stores or processes through the Online Application (hereinafter as "Personal Data"). Personal Data may be any Personal Data stored or processed by the Customer through the Online Application, in particular the Personal Data of the Customer's employees.
- 15.2 For the purposes of the Data Protection Regulations, the Customer is the Personal Data Controller and the Provider is the Personal Data Processor (or the Client is the Personal Data Processor and the Provider is their Sub-Processor).
- 15.3 The Provider is entitled to process Personal Data only for the purpose of Service provision, based on documented instructions from the Customer (including, where applicable, the relaying of Personal Data to a third country or international organization) issued in accordance with this Contract, unless the Provider is required to process the Personal Data by the legislation of the European Union or the Czech Republic. If the Provider is required by the relevant legislation to process Personal Data, s/he is obligated to inform the Customer without undue delay before processing Personal Data on the basis of that legislation, unless such regulations prohibit so doing for important reasons of public interest. Instructions to the Provider regarding the processing of Personal Data will result directly from the Agreement and from the way in which the Services are used by the Customer. If the Provider finds that a particular order of the Customer is in violation of the Data Protection Regulations, the Provider is obligated to inform the Customer without delay.
- 15.4 The Customer is obligated to fulfil all duties arising from their status as a Data Controller under the Data Protection Regulations or, if the Client is the Data Processor, fulfil all duties arising from their status as a Data Processor and to ensure

that the Data Controller fulfils all duties arising for them from their position as a Data Controller. In particular, the Customer is obligated to ensure that Personal Data is stored in the Online Application only to the extent necessary to achieve the purpose of using the Online Application. The Customer shall provide all necessary consents and notifications enabling the lawful relaying of Personal Data to the Provider for the duration and for the purposes of the Contract so that the Provider can use, process and relay Personal Data for the Customer to the extent necessary.

15.5 Furthermore, the Provider is obligated:

15.5.1 while taking into account the nature of the processing, to assist the Customer upon their written request by means of appropriate technical and organizational measures to fulfil the Customer's obligation to respond to requests for Data Subjects to exercise their rights as set out in Chapter III of the GDPR, to the extent possible;

15.5.2 while taking into account the nature of the processing and the information available to the Provider, to assist the Customer, upon their written request, in ensuring compliance with the Customer's obligations under Articles 32 to 36 of the GDPR (e.g. security, infringement notice, impact assessment);

15.5.3 to notify the Customer without delay of any breach of Personal Data security that s/he has become aware of;

15.5.4 to keep and, at the Client's written request, provide the Client with all the necessary information to document the procedure in accordance with Article 15 of these Terms and Conditions;

15.5.5 at most once a year at the Customer's written request to allow audits, including inspections, carried out by a Customer-authorized auditor, and to contribute to such audits. The Customer shall notify the Provider in advance of the intention to carry out an audit and the identity of the authorized auditor and allow the Provider to object to the identity of the authorized auditor. The audit shall be carried out at a time agreed by the Contracting Parties corresponding to the scope of the audit and the capacities of the Provider. Prior to the audit, the approved auditor must enter into a [Confidentiality Agreement](#) with the Provider, or prove they are legally bound to keep [confidentiality](#). By Customer decision, the audit may be replaced by the Provider's annual report containing information on compliance with the Data Protection Regulations, but the Customer's right to perform the audit pursuant to this clause is not affected.

15.6 Taking into account the state of the art, the costs of execution and the nature, scope, context and purposes of the processing of Personal Data, as well as the various likely and different serious risks to the rights and freedoms of natural persons, each Contracting Party shall put in place appropriate technical and organizational measures to ensure the level of security of Personal Data corresponding to the risk.

15.7 The Provider shall process personal data for the duration of their storage in the Online Application, unless a longer processing period is necessary for the provision of the Services by the Provider, but no longer than until the termination of the

obligations under the Contract. Upon termination of the obligations under this Contract, the Contracting Parties shall proceed in accordance with clause 12.5 of these Terms and Conditions.

- 15.8 The Customer agrees that the Provider may involve other Processors in the processing of Personal Data, in particular Microsoft Corporation per clause 15.9 below), and their possible subcontractors and companies asset-linked to the Provider. In the event that the Provider entrusts the processing of Personal Data to another Processor, they shall comply with the conditions for the involvement of the next Processor referred to in Article 28 para. 2 and 4 of the GDPR. Where another Processor is established outside the territory of the European Union, the Provider shall ensure that all Personal Data are relayed to such a Processor in accordance with the Data Protection Regulations, in particular to ensure adequate safeguards related to the relaying. The Provider shall remain fully responsible for the actions of other Processors they have authorized.
- 15.9 The Provider uses Microsoft Corporation as a cloud technology provider (Microsoft Azure Services) for the Online Application. Accordingly, any Personal Data stored or processed through the Online Application shall be processed through Microsoft Corporation and, where applicable, its subcontractors (the list of subcontractors is available under the following link https://aka.ms/Online_Serv_Subcontractor_List). When providing the Services to the Customer, the Provider is bound by the obligations under Article 15 of these Terms and Conditions only to the extent that Microsoft Corporation is bound to the Provider under the Microsoft Corporation License Terms, in particular, but not exclusively, under the Online Services Terms available under the following link <https://www.microsoft.com/en-us/Licensing/product-licensing/products.aspx>.
- 15.10 The Provider reserves the right to unilaterally replace any Personal Data Processor they have authorized, or to involve a new Processor. The Provider is obligated to inform the Customer in advance of such changes and thus provide the Customer with the possibility to object to such changes.

16 Confidential Information

- 16.1 Confidential Information is defined as follows:
- 16.1.1 Any and all information that forms part of the Provider's trade secrets, any principles, methods and procedures on which the Provider's Online Application (including source code) or other technical know-how of the Provider are founded shall be considered the Provider's Confidential Information. Confidential Information is also such other information as the Customer may obtain in connection with the Services when using them;
- 16.1.2 Content shall be considered Confidential Information of the Customer, incl. Personal data;
- 16.1.3 information which has become publicly known without the fault of the receiving Party shall not be considered Confidential Information.

(hereinafter as "Confidential Information")

- 16.2 The Contracting Parties are obligated to maintain confidentiality with respect to the Confidential Information of the other Contracting Party, i.e. to take reasonable measures to protect it and to maintain its confidentiality and secrecy. In particular, the Contracting Parties may not disclose or otherwise give access to the Confidential Information of the other Contracting Party to any Third Parties without the prior written consent of the other Contracting Party, unless they are obligated to do so by law or a judicial decision, unless the disclosure of Confidential Information to the Third Party is necessary for the use or provision of Services (in particular their disclosure to employees or other workers, institution members or advisers), or where the option to make Confidential Information available to the Third Party does not arise out of these Terms and Conditions. Where a Contracting Party is obligated to communicate the other Contracting Party's Confidential Information to a Third Party by law or a judicial decision, they shall inform the other Contracting Party thereof within a reasonable period of time in advance, unless this were prohibited by law.
- 16.3 The Contracting Parties may not use the other Contracting Party's Confidential Information for their own benefit or that of a Third Party without the prior written consent of the other Contracting Party.
- 16.4 The Contracting Parties shall ensure that persons who may, on their behalf, come into contact with the other Contracting Party's Confidential Information shall undertake to comply with the obligations laid down in this Article of these Terms and Conditions.
- 16.5 For the purposes of Product improvement as well as monitoring compliance with the Agreement the Provider shall be entitled to collect data on the extent and frequency of the Customer's use of the Services, which data includes information about the extent and frequency of use of the various parts of the Services and related error messages and excludes specific Customer-generated, personal and sensitive data.
- 16.6 The Contracting Parties further agree the following:
 - 16.6.1 If the Customer makes known their opinion to the Provider regarding the Services or a proposal to improve or modify the Services, the Customer thereby grants the Provider the right to use, share and commercially deploy it free of charge in any way and for any purpose, for an indefinite period and without territorial restriction.
 - 16.6.2 The Provider is entitled to include in their marketing materials by way of a reference the Identification Data of the Customer (including the logo) together with the fact that Services are provided to the Customer.
 - 16.6.3 The Customer shall allow the Provider to prepare a case study on the scope and method of use of the Services by the Customer and provide the Provider with the necessary cooperation for the preparation of the case study, in particular to provide the necessary information regarding the use of the Services by the Customer. The Provider shall send the prepared case study to

the Customer for approval. A Customer-approved case study, including the identification of the Customer, may be used by the Provider to promote the Services, in particular may be presented to potential customers.

- 16.6.4 The Provider is entitled to ask the Customer to allow a so-called reference visit, consisting of allowing access of the Provider and their selected Third Parties (primarily potential customers) onto the Customer's premises where the Services are used and to inspect how they are used. The request to allow a reference visit must be communicated to the Customer at least five (5) working days before the proposed date of its implementation. The Customer is obligated to express without undue delay whether they consent to the reference visit taking place. All Conditions for carrying out the reference visit shall always be agreed in advance.

17 Accountability

- 17.1 The Customer is obligated to thoroughly and comprehensively test the Online Application before putting it into normal operation (including testing its interoperability with other computer programs or other elements of the Customer's facilities).
- 17.2 The Customer acknowledges that the Online Application is not intended for use in risky operations, including, but not limited to, the operation of nuclear installations, air navigation systems, air traffic control systems, life support systems, weapons systems and any other operations in which personal injury could occur due to the failure or unusability of the Online Application.
- 17.3 The Provider shall endeavour to ensure that the Online Application shall function substantially as described in these Terms and Conditions and that its possible errors are detected, monitored and, where appropriate, removed with due regard for their severity. However, the Provider does not guarantee that the features contained in the Online Application will meet the Customer's requirements or that the activity of the Online Application will be uninterrupted or completely free of defects, unless expressly stated otherwise in these Terms and Conditions.
- 17.4 The Provider makes no warranties or guarantees for the provision of the Services other than those expressly stated in these Terms and Conditions. Any warranties or guarantees of the provision of the Services under these Terms and Conditions, including the guarantee of availability of the Online Application per Article 6 of these Terms and Conditions shall not apply in the event of deficiencies:
- 17.4.1 caused by factors beyond the reasonable control of the Provider (e.g. natural disaster, epidemic, war, terrorism, riots, government measures or network or equipment failures outside the data centres of the Provider and their subcontractors, including failures at or between the Customer's workplace and the data centres of the Provider or their subcontractors);
- 17.4.2 arising from failures in one location of the Provider's data centre or those of their subcontractors, where the Customer's network connectivity is directly

- dependent on that location in a way that is not resistant to geographical factors;
- 17.4.3 caused by use of the Services in violation of the Contract or the Provider's recommended use of the Services;
 - 17.4.4 caused by unauthorized use of the Services by the Customer or persons who gain access to the Services through the Customer's user accounts or equipment;
 - 17.4.5 arising out of not using the required software and hardware configuration to use the Services, not using supported platforms to use the Services, or using the Services in a manner inconsistent with the features and functionality of the Services (for example, as a result of attempts to perform operations that are not supported) or inconsistent with reasonable Customer instructions;
 - 17.4.6 caused by erroneous inputs, instructions, or arguments (such as requests to access files that do not exist);
 - 17.4.7 caused by attempts by the Customer to perform operations that exceed any set limits of the Services or to use the functions of the Online Application that are not accessible to the Provider;
 - 17.4.8 in Third-Party systems, their integration with the Online Application, or the use of automatic processes or services.
- 17.5 To the maximum extent permitted by binding legal regulations, the Provider's liability for any harm, whether direct, indirect, special, random or consequential (including, but not limited to, any loss of profit) arising from the provision or non-provision of the Services, is excluded, even if the Provider has been advised of the possibility of such harm arising.

18 Duration and Termination of Contractual obligations

- 18.1 The Contract is entered into for a fixed period of time, namely:
- 18.1.1 in the case of a Monthly Subscription for one (1) Monthly Period;
 - 18.1.2 in the case of an Annual Subscription for twelve (12) consecutive Monthly Periods.
- (the period for which the Contract is agreed, hereinafter as the "Subscription")
- 18.2 Unless one of the Contracting Parties notifies the other Party (through the Reseller, if the Contract was entered into on the basis of a Reseller Business Proposal; albeit the Provider is always entitled to notify direct) in writing before the expiry of the existing Subscription of not being interested in extending it, the Subscription is automatically extended by a period corresponding to the original length of the Subscription referred to in clause 18.1 of these Terms and Conditions. The preceding sentence is applied repeatedly, i.e. in this way the Subscription may be extended repeatedly, always by a period corresponding to the original length of the Subscription referred to in clause 18.1 of these Terms and Conditions.

- 18.3 The Customer is entitled to withdraw from the Contract:
 - 18.3.1 in the event that the Actual Service Level is at least twenty (20) percent lower than the Guaranteed Service Level in at least three consecutive Monthly Periods (if the Guaranteed Service Level is specified); and
 - 18.3.2 in the event of a breach of the following provisions of this Contract: clauses 15.3, 15.5, 16.2, 16.3 and 16.4.
- 18.4 The Provider is entitled to withdraw from the Contract:
 - 18.4.1 in the event of the Customer's delay in paying the price of the Services or any part thereof for more than fifteen (15) days. If the Contract was entered into on the basis of a Reseller Business Proposal, the Provider is also entitled to withdraw from the Contract if the Reseller is in default of payment of the Price of the Services or any part thereof to the Provider for more than fifteen (15) days;
 - 18.4.2 in the event of a material breach of the Terms and Conditions of use of the Services or other obligations under the Contract, in particular in the event of a breach of the following provisions: clauses 5.3, 10.2, 10.3, 10.4, 10.5, 11.2.2, 11.3, 11.4, 16.2, 16.3 and 16.4;
 - 18.4.3 in the event of a judgement of bankruptcy or rejection of an insolvency petition due to the Customer's insufficient assets.
- 18.5 Withdrawal from the Contract must be notified in writing by the justified Contracting Party, together with the reason for the withdrawal, to the liable Contracting Party (through the Reseller, if the Contract was entered into on the basis of a Reseller Business Proposal; However, the Provider is always entitled to notify direct) without undue delay after having learned of the cause. The Contract shall be cancelled by the delivery of a written notice of withdrawal to the other Contracting Party.
- 18.6 The Contracting Parties agree that, having regard to the nature of the performance provided, they are entitled to withdraw from the Contract only with future effect.
- 18.7 In the event of withdrawal from the Contract, the Contracting Parties shall make settlement as follows:
 - 18.7.1 in the event of withdrawal from the contract by the Customer, the Customer has the right to a refund of the proportional part of the prepaid price of the Services corresponding to the price of the Services for the period from the effective date of withdrawal from this Contract until the end of the Subscription period for which the price of the Services was paid in advance; If the Contract was entered into on the basis of a Reseller Business Proposal, the Customer shall raise this claim with the Reseller;
 - 18.7.2 in the event of withdrawal from the contract by the Provider, the Customer does not have the right to be refunded any part of the prepaid price of the Services, even if the termination of the Contract occurred during a prepaid Monthly Period or Monthly Periods.
- 18.8 If the Contract was entered into on the basis of a Reseller Business Proposal and for any reason the cooperation between the Provider and Reseller terminates

during the term of the obligations under this Contract, this fact shall be notified directly to the Customer by the Provider. Unless the Contracting Parties agree otherwise, termination of cooperation with the Reseller shall not affect the duration of the obligations under this Contract. From the date of receipt of the notice of termination of cooperation with the Reseller, the Customer shall exercise all their rights and obligations under the Contract directly to the Provider, the Reseller Business Proposal is considered to be a Provider Business Proposal and the Contract is deemed to have been entered into on the basis of the Provider Business Proposal.

19 Change in Terms and Conditions

- 19.1 The Provider reserves the right to unilaterally change the Terms and Conditions (including their Annexes). The Customer shall be notified of such change in writing.
- 19.2 For the entire duration of the Subscription, the Terms and Conditions are those in force and effect at the date the Contract was entered into, notwithstanding any changes to the Terms and Conditions as may occur during the term of the Subscription. If the Subscription is extended pursuant to clause 18.2 of the Terms and Conditions, starting from the date of renewal of the Subscription, the Terms and Conditions applicable in relation to the Contract shall be those in force and effect on the fifteenth day prior to the renewal of the Subscription. The preceding sentence shall apply likewise in relation to any further renewal of the Subscription pursuant to clause 18.2 of the Terms and Conditions.
- 19.3 In the event of a change in the Specification of the Online Application per clause 3.3 of the Terms and Conditions consisting in the addition of new features, add-ons or related software (which were not previously included in the subscription) the Provider is entitled to unilaterally supplement the Terms and Conditions with the terms and conditions of these features, add-ons or related software being used by the Customer. This change to the Terms and Conditions is always effective from the moment specified by the Provider, regardless of the duration of the Subscription. The Customer shall be notified in writing of such change to the Terms and Conditions.
- 19.4 Previous versions of the Terms and Conditions are available on the Provider's website or shall be provided to the Customer on request by the Provider (via Reseller, if the Contract was entered into on the basis of a Reseller Business Proposal).

20 Communication between the Contracting Parties

- 20.1 Unless otherwise stated in the Terms and Conditions, all written communication between the Contracting Parties related to the Contract shall be done electronically, as follows:

- 20.1.1 When communicating with the Provider, the Customer shall use the Provider's primary contact email address (info@alvao.com) or any other email address stated on the Provider's website, unless the Terms and Conditions provide for a specific email address for a particular case.
- 20.1.2 If the Contract was entered into on the basis of a Reseller Business Proposal and unless otherwise specified by the Provider, the Customer shall make any communications to the Provider through the Reseller in a manner agreed with the Reseller.
- 20.1.3 When communicating with the Customer, the Provider may use the contact email address of the Customer that was used to create the first Access Account with the highest level of authorization pursuant to clause 4.2 of these Terms and Conditions, the Online Application, or the Provider's website. In the last two cases, the communication is provided at the time of its disclosure by ALVAO in the manner stated.

21 Choice of Law and Jurisdiction

- 21.1 The Contract, as well as the rights and obligations arising out of or in connection with it, are governed by the laws of the Czech Republic. The application of any other legal system is expressly excluded, regardless of the legal regulation of choice of law.
- 21.2 Only Czech state courts have jurisdiction to decide disputes about rights and obligations arising out of or in connection with the Contract, the material district court of first instance being the District Court in Žďár nad Sázavou, the material regional court of first instance being the Regional Court in Brno.

22 Salvatore Clause

- 22.1 If any provision of the Contract turns out to be invalid, unenforceable or void, or became so after this Contract has been entered into, that fact shall not render invalid, unenforceable or void any other provisions of the Contract, unless this follows from the imperative provisions of applicable law. The Contracting Parties undertake, without undue delay, upon request by either Contracting Party, to replace such an invalid, unenforceable or void provision with a valid and enforceable provision which is by its content the closest to the purpose of the invalid, unenforceable or void provision.

23 Final Provisions

- 23.1 The Customer is not entitled to transfer the rights and obligations arising from the Contract or the Contract itself without the prior written consent of the Provider.

23.2 The Contracting Parties shall each inform the other Contracting Party without undue delay of facts which could affect the content of the contractual relationship established by the Contract.

23.3 The following Annexes are an integral part of these Terms and Conditions:

Annex 1 Services Specification

Annex 2 SLA (Service Credit eligibility conditions)

23.4 These Terms and Conditions are effective from 1 December 2022.

Annex 1

Services Specification

1 Introductory Provisions

- 1.1 This Annex contains the Services specification.
- 1.2 Unless expressly stated otherwise, terms here written with a leading capital letter shall have the meaning given in Article 1 of the Terms and Conditions.

2 ALVAO Asset Management Computer Program

- 2.1 ALVAO Asset Management is an information system enabling the organization to implement effective management of all computer and other assets under the care of the ICT department. It assists ICT department staff in solving and documenting daily operational tasks and in sharing and maintaining information related to IT infrastructure. It provides important information for planning IT recovery and budget preparation. It assists in the management of business risks of legal or regulatory sanctions related to the use of illegal software in the company. The system has been developed in keeping with world-best practices in service management (ITSM/ITIL).
- 2.2 ALVAO Asset Management distinguishes registered objects according to the "Object type" classification.
 - 2.2.1 The Customer is entitled to register in the product no more objects of the "Computer" Object type than are specified in the Business Proposal.
 - 2.2.2 The Customer is also entitled to register other objects in the program that are not of the "Computer" Object type. Such Objects may be registered by the Customer up to a maximum of fifty (50) multiples of the number of "Computer" Objects specified and limited in the preceding point 2.2.1 of this Annex.
- 2.3 A more detailed ALVAO Asset Management specification is available under the following link <https://doc.alvao.com/support/doc/default.aspx>.

3 ALVAO Service Desk Computer Program

- 3.1 ALVAO Service Desk is a system for modern organizations and IT departments that want to reliably manage all their tasks. The system has been developed in keeping with world best practices in service management (ITSM/ITIL). This makes the system suitable for corporate IT management, but can also be successfully used to manage other service departments. With ALVAO Service Desk, you can easily define the

- services you provide, and so can tailor complex tasks and their solutions to align with your processes.
- 3.2 The ALVAO Service Desk distinguishes Access Accounts “per-solver” and “per-user”. The limit on the number of Access Accounts is given in the Business Proposal.
 - 3.3 The “per-solver” account is an Access Account assigned to a worker who meets at least one of the following conditions:
 - 3.3.1 s/he is a member of the resolution team (i.e. in a system role of: Operator, Solver, Special investigator or Manager) of a service open to anonymous requests (i.e., the service allows for the system user Guest);
 - 3.3.2 s/he is a member of the resolution team for a service, which has active the option “Request a Resolver-based license”.
 - 3.4 The “per-user” account is an Access Account assigned to a worker who meets all of the following conditions:
 - 3.4.1 does not meet the conditions of the “per-solver” Access Account;
 - 3.4.2 s/he is a member of the resolution team or in the system role of User, of a service, in which anonymous requests are not permitted (i.e., the service does not allow for the system user Guest).
 - 3.5 A more detailed ALVAO Service Desk specification is available under the following link <https://doc.alvao.com/support/doc/default.aspx>.

4 Product Operation (HOSTING)

4.1 Definitions

Production environment	The Production environment is an environment in which production instances of the system are running, including a production data store and a reporting data store, if any.
Test environment	The Test environment is an environment in which a test instance of the system, including a test data store is run and which is used for testing purposes.
Operating hours	The operating hours for the production and test environments are 24 hours per day for 365 days a year (24 x 365).
Availability	The Production environment shall be available 99.9% of the time in the Monthly Period - Guaranteed Service Level. The Test environment is provided without guaranteed availability.
Data location	The selected storage follows Microsoft rules for Azure SQL Database.
Included Storage	The Included Storage is the data store that is included in the Online Application price. Storage capacity is altered in direct proportion to the number of Online Application license units provided, while taking into account the highest unit value of each license provided. This means that if the number of Online Application license units provided increases, storage capacity is directly proportionally increased. Examples of the relationships between unit counts and capacity, including how capacity is calculated according to the number of units, are given in clause 4.2 of this Annex. When the Included Storage capacity is exceeded, fees are automatically charged for each GB of data commenced, per the storage capacity increase pricing. The maximum possible storage capacity is 1 TB.

Reporting Storage	The Reporting Storage repository is a copy of the Production Storage repository. Copies are made once a day, starting at at 1:00 CET. The purpose of the reporting repository is to lighten the load on production storage by performing analyses and reports on data in the reporting repository. When the reporting repository capacity is exceeded, fees are automatically charged for each GB of data commenced, per the storage capacity increase pricing.
Backup archiving	The retention period for production backups is 7 days. Neither the reporting nor test storage repository is backed up. Database backups are performed according to Microsoft rules for Azure SQL Database.

4.2 Examples of relationships between license units and capacity of storage repositories included

Examples of products (licenses) provided and number of units	Included Capacity storage [GB] ³
ALVAO Asset Management for 100 computers	10
ALVAO Service Desk for 200 users	20
ALVAO Service Desk for 10 solvers	50
ALVAO Service Desk for 500 users + ALVAO Service Desk for 12 solvers	60
ALVAO Asset Management for 1,000 computers + ALVAO Service Desk for 1,500 users	150
ALVAO Asset Management for 1,000 computers + ALVAO Service Desk for 40 solvers	200
ALVAO Asset Management for 1,000 computers + ALVAO Service Desk for 1,500 users + ALVAO Service Desk for 50 solvers	250

4.3 Examples of relationships between included storage and actual storage used

Actual Capacity Used storage [GB]	Included Capacity storage [GB]	Capacity overrun of the storage included [GB] ⁴
55.3	100	-
122.5	100	23

³ Ten computers corresponds to 1 GB of storage capacity. Ten users corresponds to 1 GB of storage capacity. One solver corresponds to 5 GB of storage capacity.

⁴ Overrun is billed for each commenced GB of data.

5 Additional Services

5.1 Technical Support

Service options	ALVAO Support Basic ALVAO Support Basic+	ALVAO Support Standard ALVAO Support Standard+	ALVAO Support Enterprise																		
Service specifications	<p>1) Resolving errors in and issues with ALVAO products. Cooperation in resolving critical situations while running ALVAO products. The service is provided remotely.</p> <p>2) Telephone and email support of ALVAO products in accordance with the documentation and FAQ. The service is provided remotely.</p> <p>3) Access to the Provider’s Service Desk and access to the Provider’s Knowledge Base via the web. The service is provided remotely.</p> <p>4) Consultation and planning on the future development of ALVAO products. Consultation of possible causes of problems and consequences of action contemplated by the Customer and their impact on ALVAO products. The service is provided remotely or on-site</p> <p>5) Implementation of the preventive measures (prophylaxis) on ALVAO products from a functional standpoint (checking of logs, performance parameters) or performing minor configuration settings as needed. The service is provided remotely or on-site. The Customer shall receive a status report and any recommendations.</p> <p>6) Upgrade to new versions of ALVAO products including basic training in new features for max. 8 attendees. The service is provided remotely or on-site.</p> <p>7) Escalation hotline. The service is provided remotely. The service is provided only under the Standard+ and Enterprise options.</p>																				
Form of provision	<p>Services are provided in the 8x5 mode i.e. during Provider business days from 8:00 to 16:00 for Basic, Basic+, Standard and Standard+</p> <p>Email: support@alvao.com</p> <p>Phone: +420 561 110 123</p> <p>Web: https://www.alvao.com/download</p> <p>Service Desk: https://app.alvao.com</p> <p>Remote connection to the Customer:</p>		<p>Services are provided in 24x7 mode, for Enterprise only.</p>																		
Response time	<p>For the resolution of errors in products, problems with products and ALVAO system disaster recovery the following Response Times shall apply:</p> <table border="1" data-bbox="373 1594 1414 1904"> <thead> <tr> <th data-bbox="373 1594 724 1758">ALVAO Support Basic ALVAO Support Basic+</th> <th data-bbox="724 1594 1075 1758">ALVAO Support Standard ALVAO Support Standard+</th> <th data-bbox="1075 1594 1414 1758">ALVAO Support Enterprise</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 1758 724 1825">A1 - 2 working days with the duty to report errors by phone and at the same time via the Provider’s Service Desk for Basic and Basic+</td> <td data-bbox="724 1758 1075 1825">A1 - 1 working day with the duty to report errors by phone and at the same time via the Provider’s Service Desk for Standard and Standard+</td> <td data-bbox="1075 1758 1414 1825">A1 - 4 hours with the duty to report errors by phone and at the same time via the Provider’s Service Desk for Enterprise</td> </tr> <tr> <td data-bbox="373 1825 724 1892">A2 - 2 business days for Basic and Basic+</td> <td data-bbox="724 1825 1075 1892">A2 - 2 business days for Standard and Standard+</td> <td data-bbox="1075 1825 1414 1892">A2 - 1 business day for Enterprise</td> </tr> <tr> <td data-bbox="373 1892 724 1960">A3 - 4 business days for Basic and Basic+</td> <td data-bbox="724 1892 1075 1960">A3 - 3 business days for Standard and Standard+</td> <td data-bbox="1075 1892 1414 1960">A3 - 2 business days for Enterprise</td> </tr> </tbody> </table> <p>For phone and email support the following Response Times shall apply:</p> <table border="1" data-bbox="373 1960 1414 2027"> <thead> <tr> <th data-bbox="373 1960 724 2027">ALVAO Support Basic ALVAO Support Basic+</th> <th data-bbox="724 1960 1075 2027">ALVAO Support Standard ALVAO Support Standard+</th> <th data-bbox="1075 1960 1414 2027">ALVAO Support Enterprise</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 1960 724 2027">4 business days for Basic and Basic+</td> <td data-bbox="724 1960 1075 2027">2 business days for Standard and Standard+</td> <td data-bbox="1075 1960 1414 2027">1 business day for Enterprise</td> </tr> </tbody> </table>			ALVAO Support Basic ALVAO Support Basic+	ALVAO Support Standard ALVAO Support Standard+	ALVAO Support Enterprise	A1 - 2 working days with the duty to report errors by phone and at the same time via the Provider’s Service Desk for Basic and Basic+	A1 - 1 working day with the duty to report errors by phone and at the same time via the Provider’s Service Desk for Standard and Standard+	A1 - 4 hours with the duty to report errors by phone and at the same time via the Provider’s Service Desk for Enterprise	A2 - 2 business days for Basic and Basic+	A2 - 2 business days for Standard and Standard+	A2 - 1 business day for Enterprise	A3 - 4 business days for Basic and Basic+	A3 - 3 business days for Standard and Standard+	A3 - 2 business days for Enterprise	ALVAO Support Basic ALVAO Support Basic+	ALVAO Support Standard ALVAO Support Standard+	ALVAO Support Enterprise	4 business days for Basic and Basic+	2 business days for Standard and Standard+	1 business day for Enterprise
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4 business days for Basic and Basic+	2 business days for Standard and Standard+	1 business day for Enterprise																			

	<p>For resolution consultations and planning for future development the following Response Times shall apply:</p> <table border="1" data-bbox="379 273 1396 340"> <tr> <td>10 business days for Basic and Basic+</td> <td>5 business days for Standard and Standard+</td> <td>5 business days for Enterprise</td> </tr> </table> <p>Additional Services, such as prophylaxis and upgrades do not have a set Response Time. The implementation dates shall be agreed between the Provider and Customer. The Provider shall proactively make Business Proposals of these Services to the Customer and seek suitable dates for their implementation. Priority in terms of performance dates goes to Customers with Standard, Standard+ and Enterprise support.</p>	10 business days for Basic and Basic+	5 business days for Standard and Standard+	5 business days for Enterprise									
10 business days for Basic and Basic+	5 business days for Standard and Standard+	5 business days for Enterprise											
<p>Product error categories</p>	<p>A1 - Product error causing operational problems preventing the use of the product, i.e.:</p> <ul style="list-style-type: none"> a) a "crash" of the entire product or its parts during normal use. b) the loss of or damage to data during normal use where no alternative procedure exists for problem resolution. <p>A2 - An error causing operational problems limiting the use of the product, i.e.:</p> <ul style="list-style-type: none"> a) causing significant problems in use that are surmountable with a workaround solution to the problem. b) a part of the product significantly not in keeping with the specifications listed in the documentation. <p>A3 - Any error causing operational problems that do not restrict operation but complicate procedures when working with the product, i.e. handling or outputs not in keeping with that described in the documentation, or not included in the preceding categories.</p>												
<p>Monthly fund of prepaid hours</p>	<p>For requirements associated with the resolution of Product issues and problems, for Product support by telephone and email and for infrastructure disaster recovery, the Provider undertakes to have available for the Customer monthly prepaid hours to the extent of:</p> <table border="1" data-bbox="379 1137 1396 1216"> <tr> <td>1 hour for Basic</td> <td>3 hours for Standard</td> <td>9 hours for Enterprise</td> </tr> <tr> <td>1 hour for Basic+</td> <td>6 hours for Standard+</td> <td></td> </tr> </table> <p>For requirements associated with development consultancy, prophylaxis and upgrades the Provider undertakes to have available for the Customer monthly prepaid hours to the extent of:</p> <table border="1" data-bbox="379 1328 1396 1406"> <tr> <td>1 hour for Basic</td> <td>3 hours for Standard</td> <td>12 hours for Enterprise</td> </tr> <tr> <td>2 hours for Basic+</td> <td>6 hours for Standard+</td> <td></td> </tr> </table> <p>Unused hours are accrued to the following month, but only within the current Subscription. This quota of unused hours can be used up piecemeal or in one go but on the dates and in the scope agreed between the Customer and the Provider.</p> <p>In the event that prepaid hours are used up, further hours can be drawn on the dates and in the scope agreed between the Customer and the Provider.</p> <p>The shortest time unit for drawing services via telephone, email or remote connection is 15 min. The shortest time unit for drawing services on-site is one working day (MD).</p> <p>In the case of resolving ALVAO product issues where the error is demonstrably caused by ALVAO products, the time spent in resolving the problem is not deducted from the prepaid quota. In all other cases, especially when the problem is caused by any unprofessional intervention by the Customer or Third Party staff, the time spent on problem resolution is calculated in the standard manner.</p>	1 hour for Basic	3 hours for Standard	9 hours for Enterprise	1 hour for Basic+	6 hours for Standard+		1 hour for Basic	3 hours for Standard	12 hours for Enterprise	2 hours for Basic+	6 hours for Standard+	
1 hour for Basic	3 hours for Standard	9 hours for Enterprise											
1 hour for Basic+	6 hours for Standard+												
1 hour for Basic	3 hours for Standard	12 hours for Enterprise											
2 hours for Basic+	6 hours for Standard+												

<p>Service provision procedures and conditions</p>	<p>Response time means the time from a Customer service request to the start of the Provider’s resolution process. The Provider undertakes to check the completeness of the Work Specification and to propose a Price Calculation in a timescale allowing the initiation of implementation within the Response time. The Customer undertakes to provide cooperation and approve the price calculation in a timescale allowing the initiation of implementation within the Response Time.</p> <p>The request completion deadline is the sum of the Response Time, the approved request execution time and any time spent waiting for a Customer reaction. The request completion deadline may also be a deadline for completion of the request as agreed by both parties. If a request exceeds the maximum stipulated for the given Response time, a Response time and Completion deadline shall be agreed with the Provider. The request completion deadline shall be confirmed in writing via the Provider’s Service Desk, or by a written Order.</p>
<p>Provider responsibilities</p>	<p>The Provider’s staff shall report all work done via the Provider’s Service Desk. The Customer is able, via their account set up on the Provider’s Service Desk, to check on the status of their hour draw-down, by their individual requirements.</p> <p>The Provider reports to the Customer in detail on a monthly basis re the services drawn.</p> <p>Upon request, the Provider will provide the Customer with an overview of the current status of all ALVAO Products and Modules licenses availed to them.</p>
<p>Customer responsibilities</p>	<p>The Customer undertakes to provide the necessary cooperation to the Provider to enable the performance of agreed Services within agreed deadlines.</p>

Annex 2

SLA (Service Credit eligibility conditions)

1 Terms used

- 1.1 Unless expressly stated otherwise, terms here written with a leading capital letter shall have the meaning given in Article 1 of the Terms and Conditions.

2 Authorized Application Downtime

- 2.1 The availability of the Online Application may be temporarily restricted for the purpose of carrying out necessary maintenance, for a maximum of two (2) hours on weekdays during the day from 6:00-18:00 and sixteen (16) hours outside this time in any one Monthly Period (hereinafter as the "Authorized Application Downtime"). Instigating Authorized Application Downtime is permissible in the following cases:
- 2.1.1 The Application Downtime was notified to the Customer in writing at least 5 days before its execution; or
- 2.1.2 stability or security of the Online Application is seriously compromised (in which case Application Downtime can be instigated immediately, without prior notification to the Customer); or
- 2.1.3 by mutual agreement of the Contracting Parties.
- 2.2 If both the ALVAO Service Desk and the ALVAO Asset Management product are provided within the Online Application, clause 4.2 of this Annex regarding authorized Application Downtime for each of these Products shall apply separately, i.e. the total scope of the authorized Application Downtime is calculated separately for each Product.

3 Actual Service Level

- 3.1 The Actual Service Level shall be calculated for each Monthly Period according to the formula below, and if both ALVAO Service Desk and ALVAO Asset Management are provided within the Online Application, the Actual Service Level for each product shall be calculated separately:

$$\frac{\text{User Minutes} - \text{Outage time}}{\text{User Minutes}} \times 100 \%$$

- 3.2 For the purposes of this Annex, User Minutes shall mean:

3.2.1 if either ALVAO Service Desk or ALVAO Asset Management is provided within the Online Application, the time calculated for each Monthly Period according to the following formula:

(total minutes in the Monthly Period - total time of Justified Application Downtime in the Monthly Period)

x

number of active Access Accounts

3.2.2 if both ALVAO Service Desk and ALVAO Asset Management are provided within the Online Application, User Minutes shall be calculated for each Monthly Period and each product separately according to the following formula:

(total minutes in the Monthly Period - total time of Justified Application Downtime related to the relevant Product in the Monthly Period)

x

number of active Access Accounts related to the relevant Product

3.3 For the purposes of clause 3.2 of this Annex, the number of active Access Accounts means the maximum number of active Access Accounts specified in the Business Proposal (if the maximum number of active Access Accounts is not specified in the Business Proposal, the average number of active Access Accounts in the relevant Monthly period shall apply).

3.4 For the purposes of this Annex, Outage time shall mean:

3.4.1 in the case of ALVAO Service Desk, the sum of the full minutes in the relevant Monthly Period during which it was not possible to read or write data from an Access Account in ALVAO Service Desk (to which the Access Account had the appropriate permissions), always multiplied by the number of Access Accounts from which data could not be read or written (e.g. 12 May unavailability for 5 minutes from 10 Access Accounts + 20 May unavailability for 2 minutes from 1 Access Account = Outage time total of 52 minutes);

3.4.2 in the case of ALVAO Asset Management, the sum of the full minutes in the relevant Monthly Period during which it was not possible to log in from an Access Account to the Online Application (ALVAO Asset Management product), always multiplied by the number of Access Accounts from which it was not possible to log in (e.g. 12 May unavailability for 5 minutes from 10 Access Accounts + 20 May unavailability for 2 minutes from 1 Access Account = Outage time total of 52 minutes);

3.4.3 Application Downtime instigated in accordance with the Contract is not included in Outage time.

4 Service Credit

4.1 In the event that the Actual Service Level is lower than the Guaranteed Service Level in any Monthly Period, the Customer may be entitled to a Service Credit in the amount calculated as follows:

4.1.1 if either the ALVAO Service Desk product or the ALVAO Asset Management product is provided within the Online Application, the amount of Service Credit shall be calculated according to the following formula (rounded to two decimals):

$$\left(- \frac{\text{Actual Service Level}}{\text{Guaranteed Service Level}} + 1 \right)$$

x

Online Application Fee for the relevant Monthly Period

4.1.2 if both ALVAO Service Desk and ALVAO Asset Management are provided within the Online Application, the amount of Service Credit shall be calculated for each product separately according to the following formula (rounded to two decimals):

$$\left(- \frac{\text{Actual Service Level in relation to the relevant Product}}{\text{Guaranteed Service Level in relation to the relevant Product}} + 1 \right)$$

x

The Online Application part of the price related to the relevant Product for the relevant Monthly Period

4.2 Part of the Online Application Price related to the relevant product means the sum of the price for the Service Desk (if the relevant product is ALVAO Service Desk), or the price for Asset Management (if the relevant product is ALVAO Asset Management), and the proportional part of the price for operating the product corresponding to the ratio of the price for the Service Desk and the price for Asset Management (if the relevant product is the ALVAO Service Desk), respectively the prices for Asset Management and prices for the Service Desk (if the relevant product is ALVAO Asset Management). The individual prices are listed in the Business Proposal.

4.3 The Customer shall be entitled to the Service Credit under the following conditions:

4.3.1 The Customer shall submit to the Provider, or through the Reseller, if the Contract was entered into on the basis of the Reseller's Business Proposal, a request for a Service Credit together with all information necessary to validate this request, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Outage; (iii) the number of Access Accounts concerned; and (iv) descriptions of attempts to resolve the Incident by the Customer at the time of occurrence. Several Incidents can be reported together within a single request;

4.3.2 the Service Credit request must be submitted in writing no later than the end of the Monthly Period following the Monthly Period in which the Incident occurred;

- 4.3.3 The Provider shall assess the submitted request for the Service Credit together with all the information at their disposal and decide in good faith within forty-five (45) days of receipt of the request whether the Customer is entitled to the Service Credit and, if applicable, to what extent, and shall advise the Customer in writing accordingly. This decision entitles the Customer to claim a Service Credit to the agreed extent.
- 4.4 An Incident for the purposes of this Annex means any single event or set of events that caused an Outage.