

General Terms and Conditions of Service101 s.r.o.

Effective from: January 7, 2026

1. Basic Provisions

1.1 These General Terms and Conditions (hereinafter the "GTC") regulate the rights and obligations between Service101 s.r.o., Chudenická 1059/30, 102 00 Prague 10, Company ID: 23980788, VAT ID: CZ23980788, Email: helpdesk@service101.cz (hereinafter the "Provider") and the customer (hereinafter the "Customer"), arising from contracts for the supply of goods, provision of services, SaaS, IaaS, investment and related performance.

1.2 The GTC form an integral part of all contracts, orders and offers that refer to them. Any deviating provisions in the Contract take precedence over these GTC.

1.3 The GTC become a binding part of the contractual relationship at the moment the Contract is concluded or the Order is confirmed.

1.4 The Customer is not entitled, without the Provider's prior written consent, to change, supplement or exclude the effectiveness of these GTC, nor to refer to its own business terms that would replace these GTC.

1.5 The Provider reserves the right to reasonably update these GTC. Changes will be notified to the Customer in an appropriate manner (email, portal). The Customer may reject the changes and terminate the Contract within 30 days of notification.

2. Definitions

2.1 For the purposes of these GTC, the following terms have the meanings below:

— Contract: a legal arrangement between the Provider and the Customer for the supply of goods, provision of services, SaaS/IaaS, or implementation of an investment.

— Goods: movable items, equipment, software, licenses, firmware.

— Services: Provider's activities under the Contract, including implementation, operation, support, service and consulting.

— SaaS: software services provided online by subscription.

— IaaS: infrastructure services (computing power, storage, network elements) provided remotely.

- Work: a specific output of the services (e.g., configuration, documentation, implementation) identified in the Contract.
- Helpdesk: the Provider's system for reporting incidents, requests and support communication; channels will be specified in the Contract.
- SLA (Service Level Agreement): agreement on service parameters (e.g., availability, response times, measurement method).

2.2 Terms defined in the singular also apply to the plural and vice versa, unless the context requires otherwise.

2.3 Article headings serve for clarity and do not affect the interpretation of the GTC.

3. Duty of Cooperation

3.1 Both parties shall provide timely information and cooperation necessary for proper performance (access credentials, technical contacts, decisions, approvals, cooperation of third parties).

3.2 Insufficient cooperation by the Customer may affect deadlines and quality of performance; related costs and impacts shall be borne by the Customer.

3.3 The Provider is entitled to suspend performance if the Customer fails to provide material cooperation, after prior notice with a reasonable remedy period.

4. Conclusion of Contract

4.1 A Contract is concluded by:

- a) written acceptance of the Order by the Provider;
- b) signature of the Contract by both parties;
- c) via the Provider's electronic form/portal with a reference to these GTC;
- d) another method agreed in writing.

4.2 An Order must contain the Customer's identification, a description of the performance including any variants, price/currency, place of performance and a reference to the Provider's offer.

4.3 If the Order deviates from the offer, it shall be deemed a new offer which the Provider may accept or reject. The Contract arises upon delivery of the Order confirmation to the Customer.

4.4 Changes to the Contract are made exclusively by written, numbered amendments. Upon conclusion of the Contract, all prior arrangements concerning the identical subject of performance are cancelled.

5. Price and Payment Terms

5.1 Prices are agreed in the Contract or offer; unless agreed otherwise, they are quoted excluding VAT and VAT will be added according to the applicable law.

5.2 Invoices for ongoing provision of services are generally issued on the first day of the month; the due date is 14 days from the date of issue. The tax date is the first day of the month for which the services are invoiced.

5.3 The Customer consents to electronic invoicing. Payment is deemed made on the day the amount is credited to the Provider's account.

5.4 Title to Goods passes to the Customer only upon full payment of the price; the risk of damage passes upon acceptance.

5.5 In the event of a significant change in the relevant currency exchange rate against CZK (e.g., > 3%), the Provider may adjust the price in CZK according to the CNB exchange rate on the date of taxable supply.

5.6 The Provider is entitled once a year to index regular service prices by the year-on-year CPI announced by the Czech Statistical Office; effective from March 1 of the given year, unless agreed otherwise.

5.7 Delay in payment entitles the Provider to charge default interest of 0.1% per day and to suspend the provision of services until the outstanding amount is paid.

5.8 The invoice must contain the particulars required by the VAT Act and other regulations; in the case of an incorrectly issued invoice, the Customer is entitled to return it for correction within a reasonable period.

6. Subject of Performance

6.1 The subject of the Contract is the Provider's obligation to deliver the agreed Goods and/or provide the agreed Services (including SaaS/IaaS) or perform investment performance, and the Customer's obligation to accept such performance and pay the price.

6.2 The Provider shall provide performance properly and on time, in the scope and quality specified in the Contract/SLA, including related documentation and training if agreed.

6.3 Performance is handed over without defects or unfinished work; handover is confirmed by an acceptance/handover protocol, delivery note, email, or via the Helpdesk.

6.4 The Provider may perform through subcontractors; the Provider bears full responsibility to the Customer for performance.

6.5 If it is necessary for performance to conclude a contract with a third party (e.g., data services, cloud licenses), the Provider may facilitate conclusion of such a contract between the Customer and the third party; the Provider is not liable for the third party's performance but will provide reasonable cooperation in remedying defects.

6.6 For software licenses, the Customer is obliged to comply with the license terms of the rights holders; the Provider is not liable for the Customer's breach of licenses.

7. Place and Method of Performance

7.1 Unless agreed otherwise, the place of performance is: for Goods, the Customer's registered office/establishment; for SaaS/IaaS, the Provider's or its partners' data centers within the EU; for other Services, the place specified in the Contract.

7.2 The Provider is entitled to provide Services remotely, via secure access according to agreed procedures.

7.3 The Customer is obliged to enable the Provider to access the place of performance and to provide the necessary cooperation.

8. Delivery of Goods and Services

8.1 Delivery of Goods/Services is confirmed in one of the following ways: signature of a delivery or acceptance protocol; confirmation in the Helpdesk; mutual confirmation by email.

8.2 The Customer shall accept partial performance corresponding to the agreed scope; minor defects are listed together with a deadline for their removal.

8.3 Defects discovered after acceptance are addressed under Article 12.

8.4 Handover and acceptance are carried out by contact persons specified in the Contract or persons notified to the other party.

8.5 A handover (acceptance) protocol or delivery note is prepared for the handover and acceptance, or confirmation is carried out in the Helpdesk or by email.

9. Rules for SaaS/IaaS and Other Services

9.1 Access to SaaS/IaaS is protected by authentication; the Customer shall ensure the confidentiality of access credentials and the training of users.

9.2 Misuse of infrastructure, distribution of harmful content, phishing, spam, viruses, and unreasonable network load are prohibited.

9.3 IaaS availability is generally measured monthly via the Provider's monitoring (typically target level 95%); monitoring runs 24x7.

9.4 Incidents are reported via the Helpdesk; categories and indicative times: critical - response within 2 h, effort to restore by NBD; urgent - response within 4 h; routine - response within 8 h. Specific parameters are set in the SLA.

9.5 The Provider may temporarily suspend a service in case of breach of the Contract/security rules or a threat to the data center; the Customer shall be informed of the measure without undue delay.

9.6 Upon termination of the Contract, the Provider shall provide cooperation for data migration under agreed conditions; if migration is not ordered within the agreed period, the Provider may delete the data after 60 days.

10. Copyright Protection

10.1 If the result of the Services is Work (including documentation or software modifications), the Customer acquires the right to use it to the extent specified in the Contract and legal regulations; unless agreed otherwise, it is a non-exclusive, non-transferable right limited to the territory of the Czech Republic.

10.2 For standard software, the Customer must comply with the manufacturer's license terms; violation of license terms may lead to restriction or termination of the Service.

10.3 Without written agreement, the Customer must not disseminate, copy or modify the Provider's copyright-protected parts of the Work.

10.4 The remuneration for granting a license is included in the price of the Goods/Service unless agreed otherwise.

11. Confidential Information and Personal Data Protection

11.1 The parties shall keep confidential non-public information related to the Contract; the Customer's data are also confidential.

11.2 Confidential information includes operational or business facts that are not publicly available and are designated as confidential.

11.3 Disclosure of information to the extent required by law, to authorities or persons authorized to do so, or with the prior written consent of the other party, is not a breach of confidentiality.

11.4 The confidentiality obligation lasts for as long as the reasons for confidentiality exist, until it is lifted or the information becomes publicly available.

11.5 In the event of a breach of confidentiality under this article, the breaching party shall pay the other party a contractual penalty of CZK 250,000 for each individual breach. The contractual penalty is due within 14 days of delivery of a written demand. This is without prejudice to the right to compensation for the total damage. A contractual penalty may also be stipulated by the Contract.

11.6 The Provider processes personal data in compliance with the GDPR and related regulations; the scope and purpose of processing are limited to performance of the Contract.

11.7 The Provider adopts technical and organizational measures to secure data, maintains records of processing, and promptly reports security breaches where required.

11.8 After termination of the Contract, personal data will be deleted or returned to the Customer.

11.9 The Customer consents to publication of general references (name, brief description of cooperation) for the Provider's marketing purposes, unless agreed otherwise.

12. Liability for Defects and Compensation for Damage

12.1 Goods are covered by a warranty for the period set by the manufacturer, unless otherwise stated in the Contract. During the warranty period the Customer may request repair, replacement, delivery of missing performance, a reasonable discount or withdrawal, if allowed by the Contract.

12.2 For Services, the Provider is liable for defects unless they are caused by circumstances beyond its control (force majeure, targeted cyberattack, actions of third parties or the Customer).

12.3 The Provider shall compensate proven actual damage (not lost profit) up to 30% of the price excluding VAT for Goods/Services paid by the Customer in the last 3 months before the damage occurred. The limitation does not apply to harm caused intentionally or by gross negligence or to interference with the natural rights of a person.

12.4 The parties shall promptly inform each other of obstacles of force majeure; for the duration of force majeure, delay is not considered a breach of the Contract.

13. Duration and Termination of Contract

13.1 Contracts may be concluded for a definite or indefinite period. Termination is possible by agreement or by notice without stating a reason; the standard notice period is 3 months and runs from the 1st day of the month following delivery of the notice.

13.2 For fixed-term Contracts, different notice periods may be agreed (e.g., 1 month by the Customer, 3 months by the Provider). In case of early termination by the Customer, the Provider may charge for services until the end of the originally agreed term.

13.3 Each party may withdraw from the Contract in the event of material breach by the other party (e.g., long-term delay in performance or payment, failure to remedy material defects within a reasonable period, breach of confidentiality). Prior to withdrawal, a written notice with an additional period shall be provided.

14. Ethical Principles and Conflict of Interest

14.1 The Customer shall refrain from conduct contrary to legal regulations (corruption, fraud, unethical advantages) and ensure that its employees and persons involved in performance act likewise.

14.2 The Customer shall promptly notify the Provider of possible conflicts of interest and cooperate in their resolution.

14.3 The parties undertake to act transparently and in accordance with professional ethics.

15. Severability of Provisions

15.1 Should any provision of these GTC become invalid or ineffective, the other provisions shall remain unaffected.

15.2 The parties shall replace an invalid or ineffective provision with an arrangement that most closely corresponds to the purpose of the original provision.

16. Communication Between Contracting Parties and Delivery

16.1 In matters of concluding, amending and terminating Contracts, the statutory bodies of the contracting parties or persons authorized in writing ("authorized representatives") act. Only these persons perform such legal acts.

16.2 In technical and operational matters (handover of work, incident resolution, defect reporting, complaints, operational communication), the contracting parties act through contact persons stated in the Contract, offer or Order. Changes to contact persons or their details are notified without undue delay in writing.

16.3 Communication takes place in writing by means of paper documents, electronic mail, the Helpdesk or another agreed electronic system. Electronic communication is deemed delivered at the moment a message is received on the addressee's email server according to the sender's records.

16.4 Legal acts requiring written form are delivered in person, by registered mail, courier to the address of the other party's registered office stated in the Contract or in the register, or

to an address notified for delivery. If no such address is available, delivery is made to the address stated in the Contract.

16.5 Electronic delivery of legal acts is permissible if the message is sent from the email address of an authorized representative of one party to the address of an authorized representative of the other party. Unless agreed otherwise, a qualified electronic signature is not required.

16.6 The parties accept that notices of defects, complaints, operational information and technical communication may be carried out by email, via the Helpdesk or another Provider's system, if stated in the Contract.

16.7 A document is deemed delivered on the third day after dispatch, even if the addressee did not learn of the delivery or is not present at the address, unless provided otherwise by law.

16.8 The contracting parties shall retain communication related to the Contract for the duration of the Contract and for further periods required by legal regulations.

17. Innovation, Development and Intellectual Property

17.1 Cooperation may include pilot projects, joint development, solution testing or investments in startups. Specific terms will be set out in the Contract/amendment.

17.2 Rights to results (know-how, documentation, prototypes) shall be governed by the Contract; unless agreed otherwise, rights to pre-existing intellectual property of each party remain unaffected.

17.3 For newly created outputs, a license will be granted or a transfer of rights agreed according to the parties' specific agreement.

18. Governing Law, Dispute Resolution and Compliance

18.1 Contractual relationships are governed by the law of the Czech Republic. The parties shall primarily seek to resolve any disputes amicably.

18.2 If a dispute cannot be settled amicably, it shall be decided by the court of competent jurisdiction in the Czech Republic according to the Provider's general court, unless the law provides otherwise.

18.3 The parties comply with generally binding regulations, including AML/CFT rules, sanctions regimes and export restrictions, and undertake to act in accordance with professional ethics.

19. Assignment of Rights and Obligations

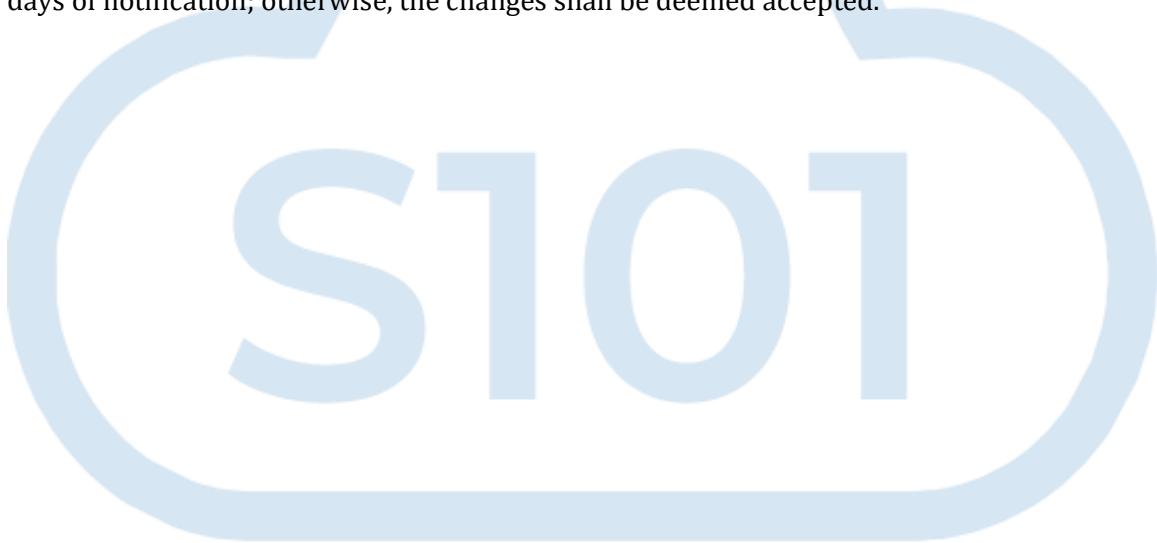
19.1 Without the other party's written consent, claims cannot be assigned, debts transferred, nor the Contract assigned.

19.2 This provision does not preclude the Provider's use of subcontractors or ordinary factoring if agreed.

20. Changes to the GTC

20.1 The Provider may reasonably update the GTC; changes will be notified to the Customer in an appropriate manner (email, portal).

20.2 If the Customer rejects changes to the GTC, it may terminate the Contract within 30 days of notification; otherwise, the changes shall be deemed accepted.



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