

General Terms and Conditions

issued by the company CZERTAINLY s.r.o.

governing provision of Services

I. Initial provisions

1. The present General Terms and Conditions are an integral part of an offer on provision of Services for the CZERTAINLY Platform and Platform Modules, in which these General Terms and Conditions are referred to within the meaning of Art. 1751 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), and which was prepared by the company CZERTAINLY s.r.o., with registered office at Ouvalova 333, 274 01 Slaný, ID No.: 14085879, registered in the Commercial Register at the Municipal Court in Prague, Section C, Insert 360304 (hereinafter referred to as the "**Supplier**") based on request of a customer or a partner (hereinafter referred to as the "**Offer**" or "**Quote**"). The CZERTAINLY platform is an open-source software developed as an instrument for a monitoring and a comprehensive management of digital certificates (hereinafter referred to as the "**Certificates**") which is freely accessible for download (hereinafter referred to as the "**CZERTAINLY Platform**"). The Supplier offers paid services of a technical support and maintenance of the CZERTAINLY Platform (hereinafter referred to as the "**Platform Support**" or "**Platform Subscription**"). The Platform Support is being provided only to those Certificates which are managed within the scope of this CZERTAINLY Platform Support (hereinafter referred to as the "**Managed Certificates**"). A customer may also use the possibility of extending the functionalities of the CZERTAINLY Platform with add-on software modules (hereinafter referred to as "**Platform Modules**"). Some Platform Modules are included within the Platform Subscription (hereinafter referred to as "**Basic Platform Modules**") and other Platform Modules can be used independently of the CZERTAINLY Platform (hereinafter referred to as "**Add-on Platform Modules**"). Add-on Platform Modules may be maintained and supported individually by the Supplier based on a payment for such a service (hereinafter referred to as "**Modules Support**" or "**Modules Subscription**"). Add-on Modules to the CZERTAINLY Platform include e.g. CZERTAINLY Signing Module. Platform Subscription and/or Modules Subscription are hereinafter individually and/or collectively referred to as "**Services**". The Quote is the result of the negotiations between the Supplier and the partner as orderer (hereinafter referred to as the "**Partner**") or between the Supplier and the customer as future end user of the Services and, where applicable, as a direct orderer of the Services (hereinafter referred to as the "**Customer**"). The Customer as an end user of Services and Partner if present must be always clearly specified in the Quote. The Quote supersedes any previous proposals and agreements between the parties. In case the Customer or the Partner is interested in Services of the Supplier, he shall confirm the accepted Quote within the time limit specified in the Quote and have it sign by a person authorised to act on behalf of the Customer or the Partner. Upon acceptance and signature by the Customer or by the Partner and the Supplier, the Quote becomes binding on both parties and thus an irrevocable legal act (hereinafter referred to as the "**Contract**").
2. The provisions of the General Terms and Conditions in the version currently in force also apply to all current and future updates, upgrades, extensions of the CZERTAINLY Platform and Platform Modules and provision of Services. If third-party software is provided under the Contract, then the licensing terms of such third parties are also part of the Contract and the Customer/Partner is obliged to comply with these.
3. In the event of any disputes concerning the interpretation of the validity of individual provisions, the Contract including its annexes shall prevail over the provisions of these General Terms and Conditions (hereinafter referred to as the "**GTC**").

II. Services

1. Subject of Services

- 1.1. The Supplier undertakes to provide Services according to the Contract to the Customer/Partner, which particularly consist of the following activities:
 - a) remote service support via the service portal;
 - b) upon written request, the Supplier shall provide free of charge advice on the hardware used;
 - c) upon written request, within the Platform Subscription the Supplier shall provide Basic Platform Modules to the CZERTAINLY Platform including its new versions (updates and upgrades) and technical documentation;

- d) within the Platform Subscription the Supplier may provide Add-on Platform Modules including its new versions (updates and upgrades) and technical documentation, if it is agreed in the Contract;
- e) within the Module Subscription the Supplier provides support and maintenance to the Add-on Platform Modules including its new versions (updates and upgrades) and technical documentation according to the Contract.

- 1.2. The Platform Modules will be available for in a form of download including its new versions.
- 1.3. In order to maintain the terms of the Contract, the Supplier shall provide the following Services for the CZERTAINLY Platform and/or for the Add-on Platform Modules during the Subscription Period of the Contract:
 - a) Development of solutions when software errors occur. Software faults are defined as malfunctions in the operation of the CZERTAINLY Platform or in the operation of the Add-on Platform Modules that limit the functionality of the CZERTAINLY Platform or the Add-on Platform Modules more than insubstantially. If the Customer/Partner reports such a fault, the Supplier shall resolve the defect as quickly as possible within the means and resources available;
 - b) Make the Platform Modules available to the Customer/Partner. All updates to the Platform Modules that will be created during the Subscription Period of the Contract will be available to the Customer/Partner as a download. At the moment of making available for as a download, the Platform Modules shall be deemed to have been delivered to the Customer/Partner.
- 1.4. The Supplier's Services do not include individual adaptation of the CZERTAINLY Platform or Platform Modules according to the Customer's/Partner's requirements (customization), making available other software modules compatible with the CZERTAINLY Platform or to the Platform Modules outside the Supplier's Quote or supplied by a third party, training, configuration or other consulting or work services arising from or related to the use of the CZERTAINLY Platform or the Platform Modules or from the agreement with the Customer/Partner. All these activities and deliveries will be charged to the Customer/Partner based on a separate tax document (invoice) in the form of an agreed price.
- 1.5. Support may be provided by a third party authorized by the Supplier.

III. Provision of Services

1. Terms and conditions of Services

- 1.1. Subject to the proper payment of the agreed price for the provision of Platform Support and/or for the provision of Module Support, the Supplier shall provide respective Services to the Customer/Partner. As part of the Platform Support, the Customer/Partner may also use the Basic Platform Modules, for the period, to the extent and at the price specified in the Contract, under the conditions set out below:
 - a) The Platform Support and/or Modules Support are provided for a fixed term as agreed in the Contract with an automatic renewal (the "**Subscription Period**"). The first renewal of the Contract shall occur after the expiration of the first Subscription Period;
 - b) As part of the provision of the Services and according to the Contract, the Supplier grants the Customer/Partner a non-exclusive license to the Platform Modules (the "**License**");
 - c) The validity of the License is limited for the Subscription Period and in territory to the place of provision of the Services and installation of the Platform Modules;
 - d) The License is non-transferable, revocable, indivisible, without the right to sub-license;
 - e) Neither the License nor the Platform Modules may be assigned or made available in any manner other than as a result of its normal use, even to a person who may form a concern with the Customer/Partner within the meaning of Art. 79 of Act No. 90/2012 Coll., the Corporations and Cooperatives Act (hereinafter referred to as the "**CCA**"), without the express written consent of the Supplier.
- 1.2. Despite all the Supplier's care and efforts for perfection and error-free provision of Services, no guarantee is granted that Services (including functionality of Platform Modules) shall be satisfactory to the user in all their functionalities, shall be free from all errors, their operation will be uninterrupted and shall be functional on any computer in any configuration.
- 1.3. The Supplier provides warranty that the Platform Modules, when deployed in accordance with the Contract, confirms to the documentation at the time of delivery and are free from defects that substantially limit their suitability for the contractually agreed use. Non-substantial deviations from the documentation shall not be considered as defects.
- 1.4. The Customer/Partner is not entitled to perform or allow third parties

to perform the following without the prior written consent of the Supplier:

- a) use reverse engineering, decompilation, disassembly or other reduction of the Platform Modules into a readable format;
- b) modify, adapt, translate or create derivative works of the Platform Modules, written accompanying materials or user manuals for the Platform Modules or any parts thereof;
- c) remove or otherwise handle notes and other marks indicating copyright;
- d) the use of the Platform Modules by third parties or its transfer to third parties;
- e) make or use copies of the Platform Modules for purposes other than those set out in the present provisions;
- f) distribute the Platform Modules or communicate them to third parties in any manner, rent or lend them, even if the Platform Modules are linked to other software or are part of other software or accompanying materials. The Customer/Partner shall only be entitled to do so if the Supplier has given his prior express written consent to the Customer/Partner. The Customer/Partner is only entitled to reproduce the Platform Modules by installing them in accordance with the Contract;
- g) offer or make Platform Modules available to an unauthorised third party, in particular via so-called "Application Service Provider (ASP)" or "Software as a Service (SaaS)" services. Violation of this provision shall be grounds for an immediate withdrawal of the Contract, in which case the Supplier's right to the Price shall remain and the Supplier shall be entitled to an additional fee for unlicensed use of Platform Modules. In addition, possible claims for damages remain unaffected.

1.5. CZERTAINLY Platform and/or the Add-on Platform Modules may provide access to third party services (hereinafter referred to as "**External Service**"), including but not limited to services of any certification authority. The Customer/Partner agrees to use the External Service at his own risk and expense. The Supplier is not responsible for verification or evaluation of the content or accuracy of any External Service and shall not be liable for any such External Service. The Customer/Partner agrees not to use the External Service in a manner that is inconsistent with the terms of the Contract including GTC and any agreements governing the use of such External Service or that infringes the intellectual property rights of the Supplier or any third party.

1.6. In the event of a breach of the obligations under this Article of the GTC, the Supplier shall be entitled to immediately withdraw from the Contract and terminate the provision of the Services without undue delay, which will automatically terminate the Customer's/Partner's License. The Customer/Partner is obliged to terminate the use of the Platform Modules without further notice. Furthermore, the Customer/Partner shall be obliged to pay the Supplier a contractual penalty in the amount of the Price paid for the last Subscription Period according to the Contract. This contractual penalty shall be payable within 14 days of the delivery of the Supplier's written demand to the Customer/Partner. Payment of the contractual penalty under the present Section shall not affect the right to compensation for damages.

2. Price for provision of Services

2.1. The amount of the price for provision of Services (hereinafter referred to as the "**Price**") stems from the Contract.

2.2. The Price means price for provision of Platform Support (hereinafter referred to as the "**Price for Platform Subscription**") and/or price for provision of Modules Support (hereinafter referred to as the "**Price for Modules Subscription**"). The Customer/Partner may order only partial provision of Services, either Platform Subscription or Modules Subscription. The Price is defined in the Supplier's price list (hereinafter referred to as the "**Price List**") and specified in the Contract.

2.3. The Price in the Price List is determined on the basis of several basic parameters. The Price for Platform Subscription is calculated in particular based on; a) rate of expected use of the Platform Support by the Customer/Partner, i.e. the actual number of certificates and cryptographic keys that are managed or automated within the CZERTAINLY Platform, including those managed within the testing and development environments (hereinafter referred to as the "**Number of Managed Certificates**") and b) the length of the Subscription Period. The Price for Modules Subscription is calculated particularly based on; a) number of types of Add-on Platform Modules and b) number of places of installation of Add-on Platform Modules and c) the length of the Subscription Period and d) the purpose of usage of the Add-on Platform Modules, i.e. whether they are for testing or production.

2.4. The scope of Platform Support provided to the Customer/Partner may change over time according to the change in the Number of Managed

Certificates managed by the CZERTAINLY Platform, even during the Subscription Period. The Customer/Partner undertakes to inform the Supplier without undue delay in writing of the date on which the Number of Managed Certificates was increased or decreased in case the Price for Platform Subscription according to the Price List is being influenced by such a change. Based on the information received about the change in the Number of Managed Certificates and the date when the Number of Managed Certificates was increased, the Supplier shall issue an invoice to the Customer/Partner with an additional payment of the difference between the Price for Platform Subscription according to the original Number of Managed Certificates and the new Number of Managed Certificates for the period until the end of the Subscription Period. In the event of a renewal of the Subscription Period, the Price for Platform Subscription will be charged according to the latest information on the Number of Managed Certificates provided by the Customer/Partner. If there is a reduction in the Number of Managed Certificates during the Subscription Period, the Price for the Services shall remain the same until the end of the current Subscription Period, but the Price for Platform Subscription within the new Subscription Period shall be calculated according to the Number of Managed Certificates last reported by the Customer/Partner, as per the Supplier's current applicable Price List.

2.5. The Price for Services also depends on the length of the Subscription Period. For the duration of the Subscription Period, the Price for Services is fixed, except for the change in the Number of Managed Certificates on the Customer's/Partner's side, as stated in paragraph 2.4 of the GTC.

2.6. If the Customer/Partner is in default with the payment of any obligation for more than 30 days, the Supplier reserves the right to immediately cease the provision of the Services under the Contract without any previous notification to the Customer/Partner.

2.7. The Supplier shall be entitled to unilaterally increase the Price for the Services with an effect for the subsequent Subscription Period. The Supplier shall send the Customer/Partner an advance invoice with a new amount of the Price, but no later than 60 days before the end of the Subscription Period. If the Customer/ Partner does not agree to the new Price for the Services, the Customer/Partner shall be entitled to terminate the Contract and the Contract shall terminate at the end of the Subscription Period. However, in this case the Customer/Partner must give the written notice of termination of the Contract no later than 30 days before the end of the Subscription Period. Otherwise, the Contract shall be automatically extended for the duration of the last Subscription Period with the new amount of the Price of Services, as this paragraph stipulates.

3. Commencement of the provision of Services and payment terms

3.1. The start date of the Subscription Period is specified in the Contract. If the commencement date of the Subscription Period is not specified in the Contract, the commencement date of the Subscription Period shall be deemed to be the first day of the month following after the month when the Contract was signed, unless the parties agree otherwise in writing.

3.2. The Supplier shall be entitled to issue an invoice after the signing of the Contract prior to the commencement of the Subscription Period.

3.3. All payments shall be paid by the Customer/Partner on the basis of an invoice issued by the Supplier.

3.4. All payments shall always be paid by bank transfer to the Supplier's bank account indicated on the invoice.

3.5. If the Customer/Partner is in default with the payment of any payments according to the Contract, the Supplier shall be entitled to claim interest for late payment in accordance with the applicable laws and regulations; other claims for the full compensation of damages shall not be affected.

3.6. If the Customer/Partner is in default with the payment of any payments under the Contract, the Supplier shall send to the Customer/ Partner a written notice to pay the due payment. If the Customer/Partner fails to pay the due payment even within the additional period of time, which shall not be less than 7 days, the Customer/Partner shall be obliged to pay the Supplier a contractual penalty of 0.5% of the unpaid amount for each day of delay, the contractual penalty becoming due on each day of the Customer's/Partner's delay. In addition, the Supplier shall be entitled to claim full compensation for damages.

3.7. All payments to the Supplier shall be exempt from any taxes, including but not limited to sales taxes, value added taxes, withholding taxes on the use of the software, customs duties and other fees. If the Supplier is required to withhold any withholding or other similar tax on payments to be made by the Customer/Partner under the Contract, the Customer/Partner agrees that the Supplier shall increase such payments, so as to receive payment in full without any deduction for

withholding or other similar taxes. The Customer/Partner shall provide the Supplier with written confirmation of payment of such tax issued by the relevant authority without undue delay.

IV. Cooperation of the Customer/Partner and other arrangements

1. The Customer/Partner is obliged to provide the Supplier with all necessary cooperation, in particular to ensure that professionally qualified employees, or other persons whose cooperation the Supplier reasonably requires and whom the Supplier requests be sufficiently advanced, are available for the purpose of mutual communication to the necessary extent. Furthermore the Customer/Partner shall ensure usual conditions for provision of Services by the Supplier. Installation and updating of the CZERTAINLY Platform or eventually of Platform Modules shall be carried out by the Customer/Partner who shall be fully responsible for it.
2. The Customer/Partner shall, upon request, inform the Supplier of all significant circumstances necessary for the proper performance of its obligations under the Contract, in particular provide any additional information requested by the Supplier; upon request by the Customer/Partner, the Supplier shall justify the usefulness of the information or documentation so requested.
3. The Supplier shall not be in default in cases where the failure to meet the performance deadline was demonstrably caused by the failure to provide the agreed cooperation on the part of the Customer/Partner, technical difficulties caused by incomplete or incorrect information on his part or circumstances that are grounds for exemption from the obligation to compensate for damages under Article 2913 of the Civil Code.
4. The Customer/Partner is obliged to ensure a suitable hardware and software environment in accordance with the documentation provided, for the entire period of use of the CZERTAINLY Platform and/or Platform Modules. In the event of a breach of this obligation, the Supplier shall not be liable for inability to provide Services or any dysfunctions and deficiencies of the CZERTAINLY Platform or Platform Modules.
5. The Customer/Partner is obliged to test all functions on his hardware and software environment and to check the available documentation prior to putting the CZERTAINLY Platform or Platform Modules into operation.
6. The Customer/Partner is obliged to prevent third parties from unauthorised access to the Platform Modules and the documentation.
7. The Customer/Partner grants to the Supplier a royalty free and irrevocable license, unlimited in time and territory, to host, copy, transfer and display the Customer's/Partner's data as necessary for the provision of Services by the Supplier. The Customer/Partner agrees that the Supplier may collect and use technical data and related information (except for personal data), including but not limited to technical information about Customer's/Partner's system and the Customer/Partner itself, which is regularly collected to facilitate the provision of updates of the Platform Modules, platform support activities and other services provided by the Supplier. In the event when the Supplier has access to the Customer's/Partner's personal data, the processing of such personal data shall be governed by the Supplier's Privacy Policy.

V. Liability

1. Liability for faults of the Service provision

- 1.1. The Supplier is responsible for providing its Services within the scope and according to the terms of the Contract and the GTC and for managing and supporting the CZERTAINLY Platform and Platform Modules so that it exhibits the features and functions specified in the relevant documentation. The absence of features or functions not specified in the Contract, or the documentation provided shall not be considered a fault or breach of the Contract and the Customer/Partner shall not be entitled to any software liability claims or to withdraw from the Contract.
- 1.2. The Customer/Partner is obliged to make continuous updates to the CZERTAINLY Platform and Platform Modules and to adapt it to changes in the operating system and hardware. The Supplier provides the support only to the latest update of the CZERTAINLY Platform and Platform Modules.
- 1.3. In the event of a fault in the CZERTAINLY Platform or Platform Modules, the Customer/Partner is obliged to inform the Supplier of the fault immediately after the Customer/Partner has become aware of the fault or could have become aware thereof by exercising due diligence; in the event that the Customer/Partner fails to do so, the Customer/Partner

shall lose his claims resulting from faults. The Supplier is obliged to analyse the defect on the basis of a written and timely request containing a description of the defect and its manifestations (including error messages). Furthermore, the Supplier is entitled to request additional information about the nature of the fault, in particular a description of the circumstances under which the fault occurred and the provision of logs from the CZERTAINLY Platform and Platform Modules and from systems connected to the CZERTAINLY Platform and Platform Modules, if the Supplier requires such logs. After reporting the fault and providing all related information and confirmation that the fault occurred on the side of the Supplier within the provided Services, the Supplier shall be obliged to resolve the fault within 30 days from the date of receipt of the request or provision of all documents and information necessary for the analysis and resolution of the fault. The Supplier shall resolve the fault within this period or offer the Customer/Partner an appropriate discount on the Price. The choice between these methods of fault resolution is up to the Supplier. If the issue is not resolved within this period, this shall be deemed a material breach of the Contract and the Customer/Partner shall be entitled to withdraw from the Contract in writing. Other faults shall be deemed to be an immaterial breach of the Contract.

- 1.4. The Supplier shall not be liable for defects in the CZERTAINLY Platform or Platform Modules or material caused by the Customer/Partner. Furthermore, the Supplier shall not be liable for defects and damages if a fault in the CZERTAINLY Platform or Platform Modules has occurred after a change in the conditions of its deployment or operation, after Customer's/Partner's operator error, after interventions in the CZERTAINLY Platform or Platform Modules (such as modifications, adaptations, interfacing with other programs) and/or after use that is in violation of the Contract or documentation, unless the Customer/Partner proves that the faults have already existed at the time of handover of the Platform Modules or have no causal link with the aforementioned events. The foregoing shall not apply if the Customer/Partner is entitled to make changes to the subject software, in particular when exercising the right to self-correct defects according to law, to execute such changes professionally and also to document them comprehensively. Liability for faults and damages of the Supplier shall cease if the Customer/Partner or any third party to whom the Customer/Partner has granted access to the CZERTAINLY Platform or to the Platform Modules makes changes to the CZERTAINLY Platform or to the Platform Modules that have not been approved in advance in writing by the Supplier. Liability for damages and for faults of the Supplier is also excluded in the event of damage resulting especially from the actions of third parties, atmospheric discharges, unstable networks and chemical influences or force majeure.
 - 1.5. The Supplier shall only resolve faults duly reported by the Customer/Partner by way of additional performance, i.e. through repair or delivery of replacement. The Supplier has the right to choose by which form of additional performance the fault shall be resolved. If acceptable to the Customer/Partner, the Supplier shall be entitled to provide the Customer/Partner with a new version of the Platform Modules (e.g. "Update", "service release/patch") free of the reported fault, or to resolve the fault. In such an event, the Customer/Partner shall not be entitled to request a reduction of the Price.
 - 1.6. The CZERTAINLY Platform and Platform Modules are designed to operate in the environments which the documentation defines as supported environments. For the proper operation of the CZERTAINLY Platform and Platform Modules, it may be necessary to enable access to relevant segments of the Customer's/Partner's network and to selected External services. The Customer/Partner is obliged to provide all such access. Limitation of functionality due to limited or inadequate access of the CZERTAINLY Platform or Platform Modules to relevant services or network segments shall not be considered as a fault. The Customer's/Partner's preparation for installation must comply with the applicable technical standards. The Customer/Partner shall only use the operating systems, databases and IT environment and other specific accessories recommended by the Supplier.
- ##### **2. Liability for damages**
- 2.1. The Supplier shall be liable for damages caused by delay in the performance of his basic obligations (30-day delay in provision of Services, 30-day delay in the resolution of actual faults, i.e. software inconsistency with documentation). The Supplier shall not be liable for damages in the form of lost profits, business interruption, loss of business information and opportunities.
 - 2.2. The Supplier shall be liable for damages under the Contract up to a maximum of the Price paid for the last Subscription Period.
 - 2.3. Furthermore, the liability of the Supplier is excluded in cases of other than gross negligence, if neither of the following have occurred:

- a) injury to life or health;
 - b) the assumption of a guarantee of quality;
 - c) material breach of a contractual obligation of the Supplier; in such event, however, the Supplier's liability shall only be limited to compensation for foreseeable, typically occurring damage.
- 2.4. "Material Contractual Obligations" are obligations of the Supplier, whose breach by the Supplier may cause the Customer/Partner to be unable to use the CZERTAINLY Platform or Platform Modules, even after a reasonable period of time provided for resolution. The Supplier's liability shall also be limited in cases of gross negligence to contractually typical, foreseeable damages, provided that none of the above exceptional events have occurred. The existence of the Customer's/Partner's claim, i.e. the breach of a material obligation, the causal link and the occurrence of specific damage must be undisputedly proven by the Customer/Partner.
 - 2.5. Due to a breach of obligation that is not caused by a fault, the Customer/Partner may - if other legal prerequisites are met - only withdraw from the Contract if the breach of obligation is due to the Supplier. Withdrawal is excluded if the breach of duty is immaterial.
 - 2.6. The Supplier shall not be liable for loss of data if the damage would not have occurred if the data had been properly backed up. The Supplier's liability for loss of data, unless caused by the Supplier's intent or gross negligence, shall be limited to the normal costs of data recovery that would have been incurred if the data had been properly backed up.
 - 2.7. The Supplier shall not be liable for damages in other cases specified in the Contract or these GTC.
 - 2.8. In the event that the Supplier is unable to provide Services especially because of force majeure events, strike, pandemic, civil unrest or other failures in communication lines or internet connection, for which the internet providers or the Supplier are not responsible, the Supplier shall be relieved of its obligation to provide Services for the duration of the said obstacle. The Supplier shall not be liable for damages resulting from such interruptions in performance and/or for consequential damages.

VI. Trade Secrets and Confidentiality

1. The parties mutually undertake to maintain the confidentiality of all their knowledge obtained during the course of their activities under the Contract, in particular those which constitute their business secrets and confidential information.
2. Trade secrets include all facts that are competitively significant, identifiable, measurable and normally unavailable in the relevant business circles related to the Customer's/Partner's or Supplier's activities, that are related to the plant and whose owner ensures their confidentiality in an appropriate manner in his interest.
3. The parties shall consider especially written documents and documents submitted under the Contract and relating to the Customer's/Partner's operations as trade secrets or confidential information of the Customer/Partner.
4. A breach of trade secrets and confidential information shall be qualified as an act by which the actor wrongfully discloses to another person, makes available, uses for himself or for another a trade secret which may be used in economic competition and of which he has become aware by, the secret was entrusted to him or otherwise made available to him by virtue of his employment or other relationship with the competitor or by virtue of the performance of a function to which he was called upon by a court or other authority or by his own or another person's illegal conduct. It is not a breach of the duty of confidentiality to act in accordance with the Contract and GTC.
5. The Parties shall be bound by the present obligation of confidentiality for the duration of the facts giving rise to this obligation of confidentiality, unless the confidentiality is waived or the information in question becomes publicly available.
6. In the event of a breach of the confidentiality obligation, the Customer/Partner shall pay the Supplier a contractual penalty the amount of the Price paid for the last Subscription Period according to the Contract. This contractual penalty shall be payable upon written demand by the Supplier. The right to full compensation for damages is not affected by this provision.

VII. Termination of the Contract

1. The Contract may be terminated by an agreement of the parties or by a written notice from either party at least 90 days prior to the end of the Subscription Period, unless otherwise agreed in writing. If the Contract is not terminated at the end of the relevant Subscription Period, it shall be automatically extended for the next Subscription Period.
2. If the Customer/Partner fails to fulfil his contractual obligations or fails to fulfil them completely and is notified in writing by the Supplier, the

Supplier may withdraw from the Contract without undue delay. Withdrawal from the Contract terminates the Customer's/Partner's right to use the License to the Platform Modules. In the event of withdrawal from the Contract by the Supplier, the Price paid shall not be refunded. Refunds of Price already paid or reductions in Price already payable shall be excluded upon termination of the Contract.

3. If the Supplier fails to meet its Material Contractual Obligations and is notified in writing by the Customer/Partner, the Customer/Partner may withdraw from the Contract if the Supplier fails to meet these obligations even within an additional period of 30 days. In the event of the Customer's/Partner's withdrawal from the Contract, the Price that has been paid shall only be refunded proportionally according to the period remaining until the termination of the Contract.
4. Upon termination of the Contract, the Customer/Partner shall (a) immediately cease using the Platform Modules; (b) delete or return to the Supplier all copies of the Platform Modules, in whatever form they may exist, including all backup copies; and (c) within 10 days, confirm in writing to the Supplier that all copies have been returned or deleted. The Supplier and representatives authorised by the Supplier shall be entitled to verify the Customer's/Partner's compliance with this obligation by remote access or in person at the installation site after termination of the Contract and the Customer/Partner shall allow them to do so subject to a penalty in the amount of EUR 50 per each day of delay.

VIII. Final provisions

1. All disputes arising from of this contractual relationship shall be settled exclusively by the court in the Czech Republic, located according to the place of the Supplier's seat. The Contract shall govern all rights and obligations of the parties. Amendments shall only take effect in writing and after signature by both parties (unless expressly stated otherwise), and the same shall apply to the waiver of the requirement for a written form. If any of the provisions of this contractual relationship or the GTC are or become invalid, the validity of the remaining provisions is/are not affected.
2. The parties undertake to inform each other in writing of any changes to any contact details or persons authorised to represent each party without undue delay by sending them via the Supplier's service portal.
3. The Customer/Partner shall not use the Platform Modules in such a way as to cause a breach of the laws of any country or any liability of the Supplier. In particular, the Customer/Partner undertakes to comply with all import and export regulations.
4. The Customer/Partner hereby grants a non-exclusive, royalty-free, worldwide perpetual and irrevocable license to the designs, comments and other forms of protected intellectual property rights (hereinafter referred to as the "Feedback") relating to the CZERTAINLY Platform or Platform Modules provided by the Supplier (including Feedback relating to features, usability and usage and error reporting, reproduction, performance, display, creation of derivative works and distribution of such Feedback and/or derivative works within the Platform Modules).
5. The Supplier may modify these GTC or the Contract particularly in cases where it is so stated in the Contract or expressly in these GTC. In particular, it may change the amount of the Price and may also amend the GTC to a reasonable extent, in particular (but not exclusively) due to changes in legislation, changes in technology and technological processes, changes in the business model, changes and extensions of the services provided by the Supplier.
6. The parties declare that the Customer/Partner has accepted these GTC as an entrepreneur within the scope of his business activity and that the Customer/Partner does not consider himself to be the party with weaker bargaining power in the contractual relationship with the Supplier.
7. These GTC are drawn up in English. The parties agree that their contractual relationship shall be governed by the law of the Czech Republic.
8. By signing the Contract, the Customer/Partner confirms to have been fully acquainted with the contents of the GTC and considers them to be part of the Contract concluded between him and the Supplier, does not find any provisions in them that he could not reasonably expect, and that he expressly accepts all provisions of these GTC, unless otherwise agreed in the Contract.
9. The accepted Offer, i.e. the Contract must be signed by authorised representatives of both parties, provided that the signature of the parties is in a digital form in the form of the qualified electronic signature, an electronic signature or a handwritten signature of an authorised representative of the respective party. Signing of the Contract means the moment when the contracting party receives the scan or digitally, electronically signed Contract, where the signatures of both parties are placed.

10. The Partner shall ensure that each end-user of the Services confirms and agrees to these GTC in a manner that is legally binding on the end-user.
11. These General Terms and Conditions shall be valid and effective as of 29/09/2023, by making it available to the Customer/Partner on the website www.3key.company and/or www.czertainly.com. Amendments to the GTC shall also be valid and effective by making it available to the Customer/Partner on www.3key.company and/or www.czertainly.com.