

## GENERAL TERMS AND CONDITIONS OF PROVISION OF SERVICES

### 1. RECITALS

- (a) These General Terms and Conditions apply to Service Agreements (hereinafter the *Agreement*) entered into by and between **NeuronSW SE**, a company with its registered office at Okrová 946/18, Libuš, 142 00 Prague 4, Czech Republic, Id. No. 079 67 373, registered in the Commercial Register kept by the Municipal Court in Prague under File No. H 2231, as the service provider (hereinafter the *Provider*) and any recipient of services under the Agreement (hereinafter the *Client*). The Provider and the Client are jointly referred to as the *Parties* and each of them individually as a *Party*.
- (b) The provision of any services by the Provider to the Client shall be governed by (i) the Agreement entered into by the Parties, and (ii) these Terms and Conditions. In the case of any conflict, the Agreement shall prevail over these Terms and Conditions. The Client's terms and conditions shall not apply to the Agreement unless the Parties agree otherwise in writing.

### 2. INTERPRETATION AND DEFINITIONS

- (a) The terms "Client" and "Provider" also include their legal successors and each person authorised to act on their behalf.
- (b) Unless expressly stipulated otherwise, a reference to an article or annex means a reference to an article of or annex to these Terms and Conditions.
- (c) Unless expressly stipulated otherwise, a reference to a provision of a legal regulation is a reference to a provision of the legal regulation as amended.
- (d) The capitalised terms used in these Terms and Conditions shall have the meaning specified below:
  - (i) *Activation* has the meaning specified in Article of 4.2(g) these Terms and Conditions;
  - (ii) *Audio Database* means a database of systematically sorted audio recordings of machines and machinery together with information related thereto (labels, etc.), which is created by the Provider as the author of the database containing labelled and specified (i) Provider's Recordings; (ii) anonymised Client's Recordings, if they are handed over to the Provider; and (iii) recordings obtained from publicly available sources.
  - (iii) *Copyright Act* means Act No. 121/2000 Coll., on copyright, rights related to copyright and amendment to certain laws (the Copyright Act), as amended;
  - (iv) *Price List* means the price list of the Services provided, which forms an annex to the Agreement;
  - (v) *Data* mean the Provider's Recordings, copies of the Client's Recordings (if provided by the Client to the Provider), Audio Database and its analytically processed contents and other visualised outputs from the Equipment;

- (vi) **Confidential Information** mean information as defined in Article 7 (*Protection of Confidential Information*) hereof;
- (vii) **Client** has the meaning specified in Article 1(a) of these Terms and Conditions;
- (viii) **Client's Recordings** mean audio recordings of machines and machinery (raw data without a labels or other information, i.e. not in the form of a database) made by the Client independently of the provision of the Services and outside the Equipment and handed over to the Provider for the purpose of their inclusion in the Provider's Audio Database, the provision of the Services and their use in the Equipment's machine learning;
- (ix) **Civil Code** shall mean Act No. 89/2012 Coll., the Civil Code, as amended.
- (x) **Fee** means the fee for a Service according to the Price List;
- (xi) **Terms and Conditions** mean these general terms and conditions of provision of services;
- (xii) **Provider** has the meaning specified in Article 1(a) of these Terms and Conditions;
- (xiii) **Provider's Original Recordings** mean audio recordings of machines and machinery (raw data without a label or any other information) made by the Provider independent of the operation of the Equipment on the Client's premises for the purpose of their use in the Equipment's machine learning;
- (xiv) **Provider's Recordings** mean (i) the Provider's Original Recordings and (ii) Recordings of Operation;
- (xv) **Permitted Purpose** means the purpose for which Confidential Information is provided to the Receiving Party in relation to the provision of the Services under the Agreement;
- (xvi) **Accompanying Documents** mean all installation and user manuals, servicing instructions, designs, certificates and other documents provided to the Client in connection with the Agreement;
- (xvii) **Receiving Party** means the Party to which the other Party disclosed Confidential Information;
- (xviii) **Services** mean services provided to the Client by the Provider on the basis of the Agreement consisting in sound analysis with the aim to predict malfunction of machines and machinery or detect other acoustic phenomena using the Equipment, i.e. Hardware and Software developed by the Provider, as described in these Terms and Conditions;
- (xix) **Agreement** means the service agreement entered into by the Provider and the Client, including any and all amendments thereto;
- (xx) **Software** means software developed, continuously supplemented and updated by the Provider and installed on the Equipment or operated in cloud environment, including its source code and related documentation;

- (xxi) **Party** or **Parties** have the meaning specified in Article of 1(a) these Terms and Conditions;
- (xxii) **Receiving Party's Team** means the employees, advisors or affiliates of the Receiving Party;
- (xxiii) **Equipment** means the Provider's monitoring IoT equipment (i.e. Hardware including the installed Software) and its sensors or other components lent by the Provider to the Client for the purpose of provision of the Services;
- (xxiv) **Recordings of Operation** mean audio recordings of machines and machinery (raw data without labels or any other information) made by the Provider through Activation of the Equipment and operation of the Equipment installed in the Client's premises in connection with the provision of the Services;
- (xxv) **Disclosing Party** means a Party that discloses Confidential Information to the other Party.

### 3. EXECUTION OF THE AGREEMENT

- (a) The contractual relationship between the Provider and the Client arises upon execution of the Agreement. The Agreement, including later amendments thereto, may be executed in writing or by electronic means.
- (b) No presentation of services on any website of the Provider shall be deemed an offer to enter into an agreement.
- (c) No rights and obligations of the Parties under the Agreement shall be inferred from practice established between the Parties or customs maintained in the sectors in which the Provider or the Client operate.
- (d) Only acts made by the Provider's governing body or persons authorised by the Provider are binding on the Provider. The Agreement and its amendments may also be agreed by the means of an exchange of e-mail messages with a simple electronic signature.

### 4. PROVISION OF SERVICES

#### 4.1 Lending of the Equipment

- (a) For the purpose of provision of the Services, the Provider shall lend the Equipment to the Client.
- (b) The Equipment is lent to the Client for the agreed term of provision of the Services. The Equipment shall remain the property of the Provider throughout the term thereof. Within thirty days of termination of the Agreement, the Client is obliged to return the Equipment including all its parts and sensors at its own expense to the Provider to the contact address specified in Article 11 (*Communication and Delivery*) hereof.
- (c) In the use of the Equipment and manipulation therewith, the Client is obliged to follow the Provider's instructions, whether in the form of the Accompanying Documents, or in the form of specific written or oral instructions of the Provider.

- (d) If the Equipment is stolen or damaged (fully or partly) while it is lent to the Client, the Client shall compensate the Provider. The same shall apply if the Client fails to return the Equipment to the Provider in an undamaged and functional state within thirty days of termination of the Agreement. The amount of compensation for the Equipment (or its parts) shall be determined on the basis of the Price List.
- (e) In the case of innovation or development of a new version or configuration of the Equipment, the Provider may, at its own discretion, replace the Equipment lent the Client for a new one; however, for the avoidance of any doubts, the Client is not entitled to demand the replacement from the Provider.

#### 4.2 **Installation and Launch of Operation of the Equipment**

- (a) As a rule, the Client shall install the Equipment at its own expense, based on the Accompanying Documents or specific servicing instructions given by the Provider to the Client together with the Equipment. After the completion of the installation of the Equipment, the Client shall inform the Provider accordingly.
- (b) It may be stipulated in the Agreement that the installation in the Client's premises shall be carried out by the Provider. In that case, the Client agrees to provide all co-operation necessary for the installation. If the installation is performed by the Provider, the Provider shall then issue a record of performed activities and specify the time they took to complete. The Client shall verify the correctness of the record by a signature.
- (c) The Equipment requires connection to the Internet. The Internet connection is not part of the Services and, unless agreed otherwise in the Agreement, the Client shall arrange for the Internet connection.
- (d) The means and format of recording of audio data is set by the Provider based on the Provider's experience as the most suitable method for the given case and is under the Provider's control. The same applies to the Software settings for evaluation of recordings. A change in the manner of functioning of the Equipment resulting in a change in its functionalities or addition of a new functionality of the Equipment shall always be notified to the Client not later than at the time when the change of the specific Equipment used by the Client is put into live operation.
- (e) The Client agrees to inform the Provider of any malfunctions of the Equipment or loss of connection, provide information on the operation of the machine that could affect the provided Service (e.g. downtimes, repairs, changes in configuration or operating regime), on the use of the Service and satisfaction with the functionality for the purpose of its further development, and if the Provider so requests, provide necessary co-operation to the Provider, or allow the Provider to physically repair or replace the Equipment.
- (f) In case of a malfunction or defect of the Equipment, the Provider is obliged to repair or replace the Equipment within ten business days. If the malfunction or defect of the Equipment was caused by the Client, the Client shall reimburse the Provider for any and all costs associated with such repair or replacement.
- (g) After completion of the installation, the Provider shall initiate the Activation of the Service, during which the Software is remotely installed on the Equipment, connectivity and signal is verified and the Software is calibrated for the needs of the specific monitored machine or purpose (hereinafter the **Activation**). Activation of the Service is usually completed within four weeks of

completion of the installation. The Provider shall issue a confirmation of Service Activation to the Client.

- (h) During the term of the Agreement, the Provider shall allow the Client access to visualised outputs from the Equipment within the user interface. The Client may download copies of the outputs; however, the Client may not disclose them to any third party or publish them in any way.

#### 4.3 **Servicing and Management of the Equipment**

- (a) The Provider shall manage the installed Equipment remotely through remote management tools, using the Provider's own monitoring platform, which is not accessible to the Client. The Client agrees to allow the Provider to access remote administration tools.
- (b) In case of loss of connectivity of the Equipment, the Provider may request that the Client perform physical inspection and manual restart of the installed Equipment. The Provider may, at its own discretion, replace the Equipment with another equipment in the same or newer configuration.
- (c) As a rule, the Provider's Services use connectivity with cloud environment where Data is securely stored, evaluated and visualised, through several layers of authentication of access to the cloud. For this purpose, the Provider may fully or partially use the computing capacity of the installed end equipment – edge computing.

#### 4.4 **Software**

- (a) To avoid any doubt, the Software is not made available or handed over to the Client for use on the basis of the provision of the Services, except for enabling the Client to access the user interface as specified in Article 4.5 (*Access to Analytical Tools of the Equipment*). The functionality, development and updates of the Software are under the exclusive control of the Provider. The first version of the deployed algorithm implemented in the Software is calibrated for a specific machine/purpose using the Data available at the given moment and then the algorithm is further developed through regular updates.
- (b) Unless the Agreement stipulates otherwise, the Provider shall update the Software once per calendar quarter. The Provider shall inform the Client that an update took place by a notice in the relevant analytical monitoring tool pursuant to Article 4.5 (*Access to Analytical Tools of the Equipment*).
- (c) For processing the update, the Provider uses the Data and other relevant information from operation; at the same time, the Provider provides for technical development of the Software according to the latest trends and practices in the area of software development, artificial intelligence and machine learning.

#### 4.5 **Access to Analytical Tools of the Equipment**

- (a) Under the Agreement, the Client may use the outputs of the Equipment; the Provider calibrates the deployed algorithm for a specific monitored machine or purpose using the Provider's Recordings and Recordings of Operation, or the Client's Recordings (if these were provided). Subsequently, the algorithm is further developed through regular updates of the Software and using the Recordings of Operation.

- (b) Within the Service Activation, the Provider shall create user accounts for the Client for access to analytical monitoring tools intended for persons specified by the Client in the Agreement or by e-mail delivered to the Provider through the Provider's web interface.

#### 4.6 Support and Reporting of Malfunctions

- (a) If the Client needs to contact the Provider for the purpose of customer support, e.g. reporting an error, a question or a request, the Client shall use the following contact details:
  - (i) Email [support@neuronsw.com](mailto:support@neuronsw.com)
  - (ii) Telephone (available on business days between 9 a.m. and 4 p.m. CET) +420 778 888 904

The Provider shall inform the Client of other possible means of contacting the Provider for the purpose of customer support, if available, by e-mail.

- (b) Any potential resolution of non-standard requests of the Client beyond the scope of the standard customer support may be subject to a fee according to the Price List. The Provider shall inform the Client of the fact that a specific service or task is subject to a fee prior to the performance of such service or task.

### 5. FEE AND PAYMENT TERMS

- (a) For the Services provided, the Client agrees to pay the Fee to the Provider pursuant to the Agreement and the Price List. All prices in the Agreement and the Price List are specified excluding VAT.
- (b) The Client shall pay the Fee on the basis of a tax receipt issued by the Provider in accordance with the legal regulations.
- (c) The Provider shall issue a tax receipt to the Client for the Services for each period agreed in the Agreement. The Provider shall always issue the tax receipt by the fifth day of the period for which it is issued and deliver it to the Client within three business days.
- (d) The Client shall pay the Fee within fifteen days of issue of the relevant tax receipt.
- (e) Unless the Client requests any other procedure, tax receipts on the basis of the Agreement shall be delivered only in electronic form to the e-mail address specified in the Agreement.
- (f) If the Client is in delay with payment of the Fee to the Provider for more than 30 days, the Provider may suspend the provision of the Services to the Client and all the members of the Client's group until the debt and its accessions are paid in full.

### 6. NATURE OF SERVICES AND LIABILITY

- (a) The Provider is obliged to inform the Client in electronic form of any suspension of provision of the Services for reasons on the part of the Provider if the Provider is aware of these facts in advance and the continuous duration of the interruption of operation of the Equipment exceeds 24 hours. The Provider shall not be liable for any suspension of provision of the Services if this is caused by third parties or force majeure (e.g. cyber-attack, long-term outage of electricity

supply or telecommunication connection, incorrect servicing through service companies) or by the Client (e.g. incorrect handling of the Equipment, failure to ensure Internet connection, disconnection from power supply, damage to the Equipment, etc.).

- (b) The aim of the Service provided is to monitor sound inputs and predict possible defects of the monitored machines or other phenomena. Any notice of a possible defect of the monitored machines is always merely a warning of a deviation or irregularity in the audio inputs. This is not an unambiguous or exact information on the condition of the monitored machine or an identification of a specific defect in it. It is always up to the Client's expert assessment whether to adopt any measures based on the generated notice or not. The Provider is not liable for any harm the Client may incur in relation to the provided Service if (a) a defect is not being detected by the Service provided; or (b) a report is generated by the Service on possible occurrence of a defect that is not actually present or could not have been ascertained. For the avoidance of any doubt, this provision does not exclude the Provider's liability for damage caused intentionally or due to gross negligence. **However, all other liability of the Provider is excluded.** In relation to any defective functioning or outage of the Equipment or suspension of provision of the Service or other services delivered by Provider, the Client is merely entitled to the corresponding part of the received Fee hereunder.
- (c) The Client agrees to ensure undisturbed operation of the Equipment [so that it is not possible to capture a signal or audio track other than the audio signature of the monitored machine] and take all the necessary steps to prevent degradation, damage or disruption of the audio recording and its quality in the operation of the Equipment. The Provider is obliged to provide the Client with the Services with professional care, however, in view of the nature of the outputs of the Equipment that are of informative nature only, and in view of the fact that the detection of audio signatures takes place in the Client's premises, the Provider is not liable for the contents and results of the output of the Equipment.
- (d) If the Client ensures connection of the Equipment to the Internet by itself, the Client is obliged to allow the Provider to access the Equipment through remote administration tools.
- (e) The Client agrees not to replicate the Equipment, the Data except for the Client's Recordings (if the Client has access to them) or the Software in any manner. This obligation of the Client includes a prohibition of any disposal of the Equipment, Software or Data, except for the Client's Recordings (if the Client has access to them) in any manner other than in accordance with the Accompanying Documents or the Agreement, or for any purpose other than the use of the Services, including, but not limited to, any disassembly, opening, analysis or other interventions in the Equipment, recording, distribution or modification of the Software, the Equipment or its parts or the Data, except for the Client's Recordings or (if the Client has access to them) or any attempts to recover the source code of the Software or its parts. Allowing any third party to perform such conduct, even unintentionally, shall also be considered a breach of this obligation by the Client.

## 7. PROTECTION OF CONFIDENTIAL INFORMATION

### 7.1 Provision of Information

- (a) In relation to the provision of the Services, the Disclosing Party has made available and/or will make available certain selected information that is confidential and that the Receiving Party is obliged to protect in accordance with the provisions of these Terms and Conditions.

- (b) The Disclosing Party intends to provide the Client with Confidential Information exclusively for the Permitted Purpose.

## 7.2 Protection of Confidential Information

- (a) For the purposes of these Terms and Conditions, the Confidential Information includes:
  - (i) any and all technical, product, business, financial or any other information concerning the business activities and software of the Disclosing Party, its customers, employees, investors, contracting entities, sellers and suppliers and any other partners, including, but not limited to, software, information on programming techniques and methods, research and development, computer programs, documentation, marketing strategies, customer base and business methods of the Disclosing Party, information on its obligations, assets, relationships with financial institutions and suppliers that the Receiving Party has already obtained itself or from its advisors or other affiliates, or will obtain within provision of the Services by the Disclosing Party, its affiliates or advisors;
  - (ii) any other information, documents and records of any nature concerning the Disclosing Party or Services provided or made available by the Disclosing Party in any form to the Receiving Party or the Receiving Party's Team;
  - (iii) any and all negotiations held between the Parties in connection with the Services provided, as well as the contents of such negotiations, and the contents of any contracts, agreements or other legal acts made between the Parties in connection with the provision of the Services and the Agreement; and/or
  - (iv) any analyses, reports, compilations, studies and other data, materials and documents drawn up for the Receiving Party or by the Receiving Party, containing or otherwise expressing the information described in paragraphs (i) to (iii) above or created on the basis thereof;

the term Confidential Information also includes all information and materials concerning the Provider's products and software products as well as development procedures, including, but not limited to, configuration techniques, information and classification techniques, user interface, application for programming interface, data modelling and management of the technology, data structures and any other information concerning the Provider's software products, including those derived from testing or other use.

- (b) To the extent to which the Confidential Information is not publicly accessible as of the date of execution of the Agreement or does not become publicly accessible after the date of execution of the Agreement, otherwise than as a result of breach of the Receiving Party's obligations under this Article 7 (*Protection of Confidential Information*), the Receiving Party agrees:
  - (i) not to use the Confidential Information for any purpose other than the Permitted Purpose;
  - (ii) not to disclose or otherwise make available any Confidential Information to another person except for:
    - (A) disclosure of the Confidential Information to which the Disclosing Party grants its prior written consent;



- (B) the case when such disclosure is required by a generally binding legal regulation, the disclosure occurs within the minimum extent required by the given regulation and the Receiving Party informs the Disclosing Party of such a disclosure duty in writing immediately after becoming aware of it, but in any case before the disclosure of the Confidential Information for that purpose;
  - (iii) protect the Confidential Information from disclosure to any third party other than a member of the Receiving Party's Team and take all reasonable technical and organisational measures to prevent unauthorised or unlawful disclosure or provision of the Confidential Information to any third party at variance with these Terms and Conditions;
  - (iv) return, at written request of the Disclosing Party, all underlying documents and storage media on which the Confidential Information was and/or will be provided to the Receiving Party, and delete all Confidential Information from the Receiving Party's storage media on which the Confidential Information are stored or destroy such media.
- (c) To avoid any doubt, no use of Data (including their publication or disclosure to a third party) by the Provider shall constitute breach of the obligations under this Article 7 (*Protection of Confidential Information*).

### **7.3 Other Obligations**

- (a) The Receiving Party further acknowledges that the Confidential Information may contain information that is to be subject to special legal protection under special legal regulations. The Receiving Party agrees to comply with all the obligations following from such legal regulations.
- (b) If the Receiving Party learns of any fact that represents or is capable of constituting breach of any of the Receiving Party's obligations following from this Article 7 (*Protection of Confidential Information*), the Receiving Party shall notify the Disclosing Party of this fact in writing without delay and, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall take measures that the Disclosing Party may justifiably request to remedy or mitigate the consequences of such actual or imminent breach.

### **7.4 Compensation for Damage**

- (a) The Receiving Party is aware that any breach of the obligations stipulated in this Article 7 (*Protection of Confidential Information*) could cause irreparable harm to the Disclosing Party. The Parties agree that the Receiving Party is liable to, and is obliged to compensate, the Disclosing Party for any and all potential damage and, furthermore, any intangible damage incurred by the Disclosing Party as a result of breach of the obligations under Article 7 (*Protection of Confidential Information*) by the Receiving Party; (i) the obligations hereunder 7 (*Protection of Confidential Information*), as well as (ii) the obligations stipulated by the legal regulations regarding the protection of Confidential Information. The Parties agree that any compensation for damage under this Article 7 (*Protection of Confidential Information*) shall be provided in money.
- (b) If, based on any legal regulation, court or other decision or as a result of any other fact, the Disclosing Party becomes obliged to pay any amount for the benefit of any third party in connection with the breach of the Receiving Party's obligation under this Article 7 (*Protection of Confidential Information*), the Receiving Party agrees to perform the above-specified

obligation (debt) *vis-à-vis* the third party on behalf of the Disclosing Party without any regression claim for payment of such amount *vis-à-vis* the Disclosing Party.

- (c) If (i) any member of the Receiving Party's Team to whom the Confidential Information has been disclosed and/or (ii) any other person to whom the Confidential Information has been disclosed with the consent of the Disclosing Party fails to perform any of its obligations or limitations concerning the use of the Confidential Information set out in this Article 7 (*Protection of Confidential Information*) in relation to the Receiving Party, the Receiving Party shall be liable *vis-à-vis* the Disclosing Party for the breach of this Agreement to the same extent as if the Receiving Party breached such obligations itself, regardless of whether or not the information was provided to the respective person in accordance with the provisions of this Article 7 (*Protection of Confidential Information*).

## 8. INTELLECTUAL PROPERTY

### 8.1 Provider's Rights to the Software

- (a) The Provider is the exclusive and unlimited executor of all property and, to the maximum extent possible and permitted by law, personal rights to the Software as a copyrighted work within the meaning of the Copyright Act.
- (b) All the Provider's rights to the Software (both proprietary and personal rights where permitted by law) shall remain with the Provider. On the basis of the Agreement, the Provider does not grant to the Client any rights or access to the Software, except for enabling the Client to access the user interface pursuant to Article 4.5 hereof.

### 8.2 Provider's Original Recordings and Recordings of Operation

- (a) The Provider, as the producer of the audio recording within the meaning of Section 75 of the Copyright Act, created the Provider's Original Recordings to which the Provider has all the rights, including, but not limited to, the exclusive right to use the audio recording. None of the Provider's rights to use the Original Recordings is granted to the Client on the basis of the Agreement.
- (b) To avoid any doubt, within the provision of the Services, the Provider may record the Recordings of Operation and incorporate the anonymised Recordings of Operation in the Audio Database. In any case, the Provider shall be deemed to be the producer of the Recording of Operation and shall be entitled to all proprietary rights pursuant to the Copyright Act in respect of each Recording of Operation.
- (c) For the entire term of the Agreement, the Provider shall make copies of the Recordings of Operation available to the Client for (i) listening and (ii) analysis. The Client may not publish or otherwise provide or transfer these copies of the Recordings of Operation to third parties. The Provider does not grant to the Client any other rights to copies of audio recordings, unless the Agreement stipulates otherwise.

### 8.3 Audio Database

- (a) Within the meaning of Sections 88 to 89 of the Copyright Act, the Provider as the author of the database systematically identified the Provider's Recordings and organised them into the Audio

Database, and thus the Provider disposes of the author's exclusive special rights to the Audio Database. The Provider has not made the Audio Database accessible to the public.

- (b) On the basis of the Agreement or as a result of the provision of the Services to the Client, the Provider does not grant any right to use, lend, publish, extract or re-utilise the Audio Database or its analytical forms of processing by the Provider in any manner.
- (c) Data other than Client Recordings have the nature of the Provider's exclusive intellectual property and represent the Provider's business secrets in the sense of Section 504 of the Civil Code and know-how.

#### **8.4 Client's Recordings**

If the Client submits copies of the Client's Recordings to the Provider, the Client hereby agrees that copies of the anonymised Client's Recordings may be included in the Audio Database. The Client transfers to the Provider free of charge the right to use copies of the Client's Recordings without any limitation in all possible manners of use; this right is not limited in terms of territory or time. The Provider is in no way limited in disposing of copies of the Client's Recordings.

### **9. TERMINATION OF THE AGREEMENT**

- (a) The Agreement may be concluded for a fixed term of at least twelve months. The Agreement may also be concluded for an indefinite term.
- (b) Any of the Parties may terminate the Agreement by a written notice sent to the other Party to the address specified in the Agreement. The notice period shall be three months and shall commence on the first day of the calendar month following the day on which the written notice is delivered to the other Party.
- (c) The Parties may withdraw from the Agreement only in cases stipulated by law. The Parties may not withdraw from the Agreement in respect of performances that they have already provided to each other.
- (d) Any termination of the Agreement (including withdrawal) shall in no way prejudice the Provider's right to the copies of the Client's Recordings if they are transferred to the Provider; the right shall survive the termination hereof.

### **10. PERSONAL DATA PROTECTION**

- (a) The Service is provided to the Client for the purpose of prevention of damage to the Client's property (especially damage to directly monitored machines, as well as, for example, buildings where the machines are located, or damage in the form of lost profits as a result of a breakdown of the machine) and protection of health of persons present in the vicinity of the monitored machines. The use of the Provider's Services and operation of the Provider's Equipment in the Client's establishment is necessary for attaining this purpose. At the same time, the Provider is not able to achieve these results in a manner other than by providing the Services through the operation of the Equipment.
- (b) Given the nature of the Services provided and the functionalities of the Equipment, it is not possible to prevent the Equipment from recording, in addition to the sounds of the monitored machine, also the voices of persons present in its vicinity. The Client agrees to take reasonable

measures to ensure that no human voice can be recorded in a discernible form in the provision of the Services at the place where the Equipment is installed so that it could be considered personal data.

- (c) If, for objective reasons, the Client is not able to fulfil the obligation pursuant to Article 10 (b) of the Terms and Conditions, especially in cases where it is necessary for persons whose voice may be recorded in a discernible form by the Equipment to be present in the vicinity of the Equipment, the Provider is obliged to inform the data subjects concerned of this fact in advance and, at the same time, inform them of the possibility of processing personal data by labelling the building or premises in which the Equipment is installed with the information that forms Annex 1 to the Terms and Conditions. In such a case, the building or premises in which the Equipment is installed must be labelled with such information so that the data subject is informed of the possibility that his/her voice may be recorded before entering the building or premises. However, even in such a case, the Client is obliged to adopt measures to minimise the possibility that the human voice will be recorded in a discernible form.
- (d) The Client agrees to inform the Provider without delay of each individual case where the voice of any person has been recorded. Such information must also include information on the exact time period in which such recording occurred or could have occurred (i.e. by specifying the date and specific time when the recording began and the time when the recording ended) so that the Provider is able to delete the recording. In such a case, the Provider shall check the recording and, if it contains a recording of the human voice in a discernible form, the Provider shall delete the recording without delay. If no human voice is captured on such a recording in a discernible form, the Provider shall inform the Client of this fact. The Client hereby agrees that, until the Client receives information from the Provider that no human voice is captured on the relevant recording in a discernible form, the Client shall not dispose of or process such a recording in any manner. The Client hereby acknowledges that it shall pay the Provider's costs of performing an inspection of the audio recordings pursuant to this provision in accordance with the Price List. At the same time, the Client acknowledges that the recordings containing the human voice in a discernible form will be deleted by the Provider and, in case of their frequent occurrence, the effectiveness of the Services provided may decrease. If the Client fails to perform its obligations pursuant to this paragraph and the Provider incurs damage as a result, including any public-law penalty imposed on the Provider, the Client agrees to indemnify the Provider and compensate such damage to the full extent in money.

## 11. COMMUNICATION AND DELIVERY

Unless expressly agreed otherwise, the Client may use the following contact details of the Provider for communication with the Provider:

Mailing address	Okrová 946/18, Libuš, 142 00 Prague 4, Czech Republic
E-mail address	support@neuronsw.com
Telephone	+420 778 888 904

## 12. GENERAL AND FINAL PROVISIONS

### 12.1 Amendments to the Terms and Conditions and Replacement of Invalid Provisions

- (a) The Provider may unilaterally amend and supplement these Terms and Conditions, where the Provider shall inform the Client of the amendments at least one month in advance by e-mail to the Client's e-mail address specified in the Agreement, specifying the effective date of the marked amendments. In the notice of amendment to the Terms and Conditions, the Provider shall inform the Client of the possibility to refuse the amendment to the Terms and Conditions and of the Client's right to withdraw from the Agreement for this reason and provide the Client with a sufficient notice period.

### 12.2 Governing Law and Jurisdiction

- (a) The Agreement, including these Terms and Conditions and all its annexes, and any and all rights of the Client and the Provider following from or related to the Agreement or its termination shall be governed by the laws of the Czech Republic.
- (b) Any and all disputes between the Parties arising out of or in connection with this Agreement shall be resolved by courts having local jurisdiction for Prague 7.

### 12.3 Final Provisions

- (a) Exchange of e-mail or other electronic messages shall be deemed to be written form unless agreed otherwise in these Terms and Conditions or the Agreement.
- (b) To avoid any doubts, the Parties hereby expressly confirm that they are entrepreneurs and enter into this Agreement within the pursuit of their business activities.
- (c) The Parties hereby assume the risk of a change in circumstances within the meaning of Section 1765 (2) of the Civil Code.
- (d) The Parties disapply Sections 557 and 1800 (2) of the Civil Code.

ANNEX 1



**AUDIO MONITORING WITH RECORDING  
TAKES PLACE IN THIS AREA**

The Company is the data controller of the data from this system.

NeuronSW SE

Id. No.: 079 67 373.

You can obtain detailed information on the system  
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