



THE SPECIAL PRODUCT TERMS AND CONDITIONS OF THE ORION INTERNET APPLICATION of the company GRIT, s.r.o.

(hereinafter referred to as "ORION Conditions")

Content

1. Identification of the service provider	1
2. Definition of the terms used	1
3. Conclusion of the Service Delivery Contract	2
4. Preparation for the operation of the ORION Internet Application	2
5. Message Format, Message Converter, Communication Counterparties	3
6. PROVISION OF SUPPORT	3
7. Archiving of Transferred Data	3
8. Price Arrangements	3
9. OTHER PAYMENT ARRANGEMENTS	4
10. Intellectual Property Rights	4
11. Protection of Confidential Information	5
12. hANDLING OF PERSONAL DATA	5
13. Defects in Performance	7
14. Scope of Liability for Injury	7
15. Sanction Provisions	7
16. Conclusion of the Service Delivery Contract	8
17. Other Provision	8
18. Final Provisions	9

The special product conditions of the ORION Internet Application specify general rules for relation between GRIT and a client in connection with the provision of services of the ORION Internet Application.

1. Identification of the service provider

Company GRIT, s.r.o.

A corporate body established according to the law of the Czech Republic, incorporated into the Commercial Register kept by the Regional Court in Brno, Section C, File No. 6560

Based at Kopečná 231/10, Staré Brno, 602 00 Brno

Identification number: 46963740, Tax registration number: CZ46963740,

(hereinafter referred to as "GRIT")

2. Definition of the terms used

For purposes of the ORION Conditions as well as Service Delivery Contract itself between the Contracting Parties, the following definitions shall mean:

- a. "**Reaction Time**" means the maximum time, calculated in the interval of the operating time, within which the resolution of the request shall be initiated from its reporting;
- b. "**ORION Internet application**" means GRIT service for the electronic exchange of documents as defined in the GRIT Product Data Sheet;
- c. "**The Client**" means a trading company or independent entrepreneur who is interested in a delivery of ORION Internet application services from the company GRIT; for the purposes hereof, the client is not a natural person in the position of a consumer.
- d. "**Communication Counterparty**" means the counterparty to and from which the Client's data may be transmitted and whose data may be sent to the Client via the ORION Internet Application, identified by an identification number (ID) or global location number (EAN);
- e. "**Converter**" means a specialized GRIT application created for the Client. It is a converter between the message format supplied by the Client and the native XML format used by the ORION Internet application. The converter is a unidirectional converter, either for import into the Client's/Counterparty's information system (export from the ORION Internet application) or for processing the export from the Client/Counterparty (import into the ORION Internet application);
- f. "**Product Data Sheet**" means a description of the ORION Internet Application containing the most important information, features and context of the ORION Internet Application;

- g. **"Service Delivery Contract"** means an agreement defining in more detail the scope of the services provided by the ORION Internet Application, of which these ORION Terms and Conditions or other attachments defined in the Service Delivery Contract are an integral part;
- h. **"The Contracting Parties"** shall be understood to be GRIT and the Client jointly as parties to the contractual relationship concluded on the basis of the Service Delivery Contract;
- i. **"Tariff Programme"** means the range of services of the ORION Internet Application selected by the Client, derived from the number of kilobytes of data ("kB") transferred or services selected;
- j. **"Variant"** means the variant of the ORION Internet Application service selected by the Client according to the current GRIT offer;
- k. **"A Message"** is data in electronic form that is transferred via the ORION Internet application from the Client to the GRIT servers or from the GRIT servers to the Client;

3. Conclusion of the Service Delivery Contract

- 3.1. **CONCLUSION OF THE SERVICE DELIVERY CONTRACT** The Service Delivery Contract between GRIT and the Client may be concluded in paper form or electronically. The Client's acceptance of GRIT's offer to enter into the Service Delivery Contract shall not contain any additions, reservations, limitations, deviations or other changes, nor shall it refer to any terms and conditions other than these ORION Terms and Conditions, unless otherwise agreed between the Parties. These ORION Terms and Conditions form an integral part of the Service Delivery Contract.

4. Preparation for the Operation of the ORION Internet Application

- 4.1. **HANDOVER** The handover of the subject of performance means the handover of all parts of the access to the ORION Internet Application. The handover for the purpose of using the ORION Internet application service will be carried out in two steps:
- a. **"Test Operation"** - the term specified in the Service Delivery Contract when accesses will be delivered to the Client for the purpose of testing the ORION Internet Application;
 - b. **"Sharp Operation"** - the term specified in the Service Delivery Contract from which the provision of the ORION Internet Application is fully charged at the prices specified in the Service Delivery Contract.
- 4.2. **GRIT' OBLIGATIONS** GRIT undertakes:
- a. to hand over to the Client the accesses to the ORION Internet Application and to all its parts according to the ORION Internet Application Variant chosen by the Client;
 - b. to ensure the smooth operation of the ORION Internet Application so that the transmitted data from the Client are delivered to the recipient of the Client and in the event of any inability to deliver the data (non-receipt of data by the recipient, technical limitations, etc.) immediately notify the Client of this fact;
 - c. to ensure that the content of the data (message) input to the ORION Internet application (from the sender) is the same as the content of the data (message) output from the ORION Internet Application (for the recipient), unless otherwise specified in the format documentation; however, GRIT does not guarantee the factual correctness of the data transmitted.
- 4.3. **CLIENT'S OBLIGATIONS** The Client undertakes:
- a. to allow the use of the ORION Internet Application exclusively by authorized persons of the Client;
 - b. to pay GRIT the remuneration for the agreed services timely and properly,
 - c. to use the ORION Internet Application service or use it exclusively for the agreed purpose, according to the User Guide and Help, or for the purpose and in the usual manner, if the purpose and manner have not been defined;
 - d. to check the functionality of the ORION Internet Application service without undue delay after the service is launched or made available.
- 4.4. **COOPERATION** Both Contracting Parties undertake:
- a. to provide each other with appropriate cooperation, in particular, to supply the documents, information, and data necessary for the proper provision of the ORION Internet Application within the agreed timeframe or without undue delay;
 - b. to keep each other informed of all facts relevant to the performance of the Service Delivery Contract, including potential problems or impediments, and promptly and with best efforts to resolve such problems or impediments in cooperation with the other Party;
 - c. to ensure the participation of qualified personnel for the purposes of the activities, cooperation, professional meetings or consultations agreed by the Parties;
 - d. to protect the intellectual property rights belonging to the other Party as well as the rights of third parties that may be affected by the provision of the ORION Internet Application.
- 4.5. **MODIFICATIONS, DELETIONS, AND LIMITATIONS OF THE ORION INTERNET APPLICATION** GRIT is entitled to modify the ORION Internet Application at any time to enhance, improve, update or remove errors. The Client is obliged to accept and respect these changes. In the event that the implementation of these changes requires the shutdown of the ORION Internet Application, GRIT is entitled to suspend its operation to the extent necessary to implement these changes. GRIT is obliged to notify the Client of planned shutdowns in good time in advance.
- 4.6. GRIT is entitled to restrict or interrupt the provision of the ORION Internet Application for a strictly necessary period of time for the following reasons:
- a. due to an extraordinary unforeseen and insurmountable obstacle arising independently of GRIT's will (e.g. force majeure);
 - b. maintenance or repair of the public communications network;
 - c. provided for in the relevant legal regulations, e.g. in the event of a crisis situation and in a state of crisis pursuant to Section 99, Sub-section 3 of Act 127/2005 Coll., on electronic communications, as amended, or in the event of a serious breach of the security and integrity of the GRIT communications network due to damage or destruction of electronic communications equipment pursuant to Section 98, Sub-section 3 of the same Act;
 - d. The Client's behaviour negatively affects the quality and availability of the ORION Internet Application service, for example by repeatedly sending large amounts of non-valid data for processing, excessive use of the ORION Internet Application service with respect to the agreed volume of data to be processed, etc. The Client shall be notified of such fact by an e-mail message sent to the address of the Client's responsible person specified in the Service Delivery Contract. Suspension of the ORION Internet Application service in this case is possible only by agreement with the Client or if the Client does not respond within 2 hours to GRIT's requests to eliminate the error on the Client's side. After the error is removed

- on the Client's side, the ORION Internet Application service is immediately made available;
- e. written (including electronic) notification of the Client of misuse of the ORION Internet application service by a third party;
- f. 14-day delay in payment for the ORION Internet Application service and failure to remedy the situation even after GRIT's written request for payment;
- g. 14-day delay in performance of another contractual obligation of the Client and failure to remedy the same even after a written request from GRIT to comply.

For the avoidance of doubt, the Parties agree that GRIT's claim for payment of the price for the ORION Internet Application by the Client shall not be affected by any restriction or suspension of the provision of the ORION Internet Application.

In cases of an unplanned outage or limited availability of the ORION Internet Application, GRIT is entitled to perform an unplanned downtime of the ORION Internet Application to the extent necessary to restore the functionality of the ORION Internet Application. GRIT is not obliged to inform the Client of these unplanned closures.

5. Message Format, Message Converter, Communication Counterparties

- 5.1. **MESSAGE FORMAT AND COMMUNICATION COUNTERPARTIES FORMAT** The specification of the message formats in which the exchange of individual types of messages between GRIT and the Client will take place, as well as the formats of the communication counterparties, if these formats differ from the EANCON 1997 or 2002 specification of the GS1 CZ association, is specified in the Service Delivery Contract.
- 5.2. **MESSAGE CONVERTER** If the Service Delivery Contract also includes the preparation of Converters for the Client, GRIT undertakes to create an operational and functional Message Converter between the downloaded format (description) and the native XML format used by the ORION Internet Application.
- 5.3. The Client undertakes to provide GRIT with a description of the data formats for the preparation of the Converter, or samples of data formats, no later than 30 days prior to the delivery date. If the Client is late in delivering the description of the formats, the deadline for delivery of the Converter is extended.
- 5.4. **COMMUNICATION COUNTERPARTIES** At the conclusion of the Contract, the Parties shall agree in writing (including the use of remote means of communication) on a list of Communication Counterparties, whereby without such mutual agreement of the Communication Counterparties, it shall not be possible to transmit Messages "for" or "from" a Communication Counterparty that has not been expressly agreed by both Parties. The Communication Counterparty (the addressee of EDI messages) is determined by the ID number or EAN in the attribute of the exchanged message, which is designed for this purpose. Delivery of the Report shall be made by GRIT in accordance with the Client's requirements and in the manner specified in the Service Delivery Contract. The Parties agreed that any change to the list of Communication Counterparties shall also be approved by both Parties.
- 5.5. The use of GS1 information and data is subject to the Client's participation in the GS1 system.

6. Provision of Support

- 6.1. GRIT undertakes to provide the Client with service and technical support for the ORION Internet Application in Czech and English to the extent of either: (i) free ECONOMY support, or (ii) paid STANDARD or VIP telephone support, as specified below in these ORION Terms and Conditions, at the Customer's option in the Service Delivery Contract.
- 6.2. **ECONOMY SUPPORT** Within the framework of the free ECONOMY Support, the Client submits his/her requests to GRIT Customer Support exclusively by e-mail or via the ORION Internet Application. The response time from reporting a request is guaranteed within three working days for this support option.
- 6.3. **STANDARD SUPPORT** As part of the paid Standard Support, the Client submits his/her requests to GRIT Customer Support by telephone. The response time from reporting a request is guaranteed within 24 hours within the operating hours for this support option.
- 6.4. **VIP SUPPORT** As part of the paid VIP Support, the Client submits his/her requests to GRIT Customer Support by telephone. The response time from reporting a request is guaranteed within 4 hours within the operating hours for this support option.
- 6.5. GRIT guarantees the availability of Support on business days in the Czech Republic between 8:00 a.m. and 4:00 p.m. CET ("Operating Hours"). All reported requests will be recorded by GRIT. The time of receipt of the request in the GRIT email inbox or by telephone is decisive for determining the start of the resolution time when GRIT will always confirm the receipt of the request to the Client without undue delay. The time period for the response time is always calculated only within the Operating Hours.

7. Archiving of Transferred Data

- 7.1. **ARCHIVING OF TRANSFERRED DATA** All transmitted data of the Client, which are included in the paid transmissions, are archived directly in the ORION Internet Application for at least 3 months. Archiving is ensured for tax documents (INVOIC report and related notifications) in the price of the ORION Internet Application service according to the legislation in force, in one of the following ways according to the current GRIT terms and conditions:
 - a. online archiving in the ORION Internet application solution (data are directly in the ORION Internet application) or
 - b. availability of billing case archives for offline storage (data are outside the ORION Internet Application on the Client's local computer).

8. Price Arrangements

- 8.1. **PRICE** The price for the services of the ORION Internet Application and any other services related to the ORION Internet Application shall be agreed by the Parties in the Service Delivery Contract. Unless otherwise agreed between the Parties, prices are quoted in CZK. All prices are exclusive of VAT, where VAT will be added to the price of the Services in accordance with currently applicable law.
- 8.2. The price for ORION Internet Application services is divided as follows: (a) ORION Internet Application Connection Price; (b) Operating Price; (c) Price for the development and implementation of the Converter; (d) Other services as offered by GRIT.
- 8.3. **ORION INTERNET APPLICATION CONNECTION PRICE** The price for connecting the ORION Internet Application is agreed in the Service Delivery Contract. The price for connecting the ORION Internet Application for all ORION Internet Application Variants includes: (a) EDI mailbox in the ORION Internet Application; (b) access data for the user and the Client's administrator; (c) the user manual in electronic form; (d) introduction of

- and configuration of Client formats and channels in the ORION Internet Application. The price for the integration of the ORION Internet Application in the "EDI with integration" variant also includes: the provision of the Communicator application for the automation of transfers.
- 8.4. Invoicing of the price for the ORION Internet Application connection will be made after the Client has taken over the access rights to the ORION Internet Application or after the extension of the ORION Internet Application has been requested by the Client and approved by GRiT.
 - 8.5. **OPERATING HOURS - TARIFF PROGRAMME** For the use of the ORION Internet Application services, the Client agrees to pay GRiT the operating price according to the selected annual Tariff Programme. Unless otherwise agreed by the Parties, the Tariff Programme includes: (a) transmission of Messages from the Client to the ORION Internet Application; (b) transmission of Messages from the ORION Internet Application to the Client; (c) delivery of sent Messages from the Client to the designated counterparties of the ORION Internet Application; (d) the possibility to view transmitted data in the ORION Internet Application; (e) troubleshooting of data transmission problems on the GRiT side.
 - 8.6. The Tariff Programme is set as an annual tariff, which is divided into a number of payments defined in the Service Delivery Contract, where the price of the Tariff Programme is agreed in the Service Delivery Contract. If the allocated annual data volume is exceeded, GRiT will bill the Client after the end of the annual tariff period and issue an invoice for the excess data transferred. Settlement is also carried out in the event of a change in the Tariff Programme or termination of the contractual relationship. The number of kB in the price for the billing period is then determined as a multiple of the number of calendar months in the billing period and 1/12 of the annual number of kB in the selected Tariff Programme. At the same time, the Parties agreed that in the event of significantly higher exceedances of the agreed monthly data volumes, the Tariff Programme may be changed at any time during the contractual relationship between GRiT and the Client by way of an amendment to the Service Delivery Contract.
 - 8.7. The first monthly installment of the annual messaging tariff is invoiced on the day following the date of commencement of Sharp Operation. Subsequently, further payments are invoiced at regular intervals according to the agreed number of payments per year.
 - 8.8. The Client's Tariff Programme is valid for one (1) year from the first day of the month in which the first payment is invoiced. Unless the Client requests in writing to change the Tariff Programme during its validity, but no later than 30 calendar days before the end of the Tariff Programme, the Tariff Programme will be automatically extended for another year, even repeatedly.
 - 8.9. GRiT is entitled to change the price for the annual Tariff Programme, but no later than 30 days before the end of the Client's Tariff Programme. If the Client agrees to the change, the Parties shall enter into an addendum to the Service Delivery Contract in which they agree on a new price. In the event that the Client does not agree to the change, the contractual relationship between GRiT and the Client established by the Service Delivery Contract shall be terminated on the last day of the Client's current Tariff Programme unless the Parties agree otherwise.
 - 8.10. The Client is charged for transmissions of all types of messages that are received in the ORION Internet Application for processing at the input or output, with the exception of so-called control messages (e.g. AUTACK, APERAK, COMDIS). The volume of transfers is measured in the internal format of the ORION Internet Application, which is similar in size to the fixed-width INHOUSE text standard according to the GS1 specification. The Client has a detailed overview of the transmissions in the ORION Internet Application.
 - 8.11. **PRICE FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE CONVERTER.** The price for the development and implementation of the Converter will be agreed by the Parties in the Service Delivery Contract and will be invoiced to the Client upon delivery of each Converter. The price for the development and implementation of the Converter for one type of Message includes: (a) analysis of the delivered Message format; (b) creation of the Message Converter; (c) test of the Message Converter on the basis of the delivered formats (descriptions); (d) handover of the Message Converter by setting the format in the ORION Internet Application and notification by email to the Client.
 - 8.12. **LUMP-SUM PAYMENT FOR SUPPORT.** The lump-sum payment for Support shall be agreed by the Parties in the Service Delivery Contract and shall be invoiced to the Client for each month of provision of Support to the extent of the variant specified by the Parties in the Service Delivery Contract.

9. Other Payment Arrangements

- 9.1. **VALORISATION OF PRICES SET BY THE SERVICE DELIVERY CONTRACT** GRiT shall be entitled to unilaterally adjust annually, starting on 1. calendar year immediately following the conclusion of the Service Delivery Contract, the prices for services individually agreed by the Service Delivery Contract in accordance with the inflation rate in the Czech Republic. In this way, GRiT is entitled to increase the prices for services exclusively by the average inflation rate in the Czech Republic, expressed as a percentage increase in the average annual consumer price index, as determined and announced by the Czech Statistical Office (CSO) for the previous calendar year. GRiT undertakes to notify the Client in writing (including the use of electronic means of remote communication) of this increase, including the sending of the CSO's inflationary growth announcement without delay after the CSO officially announces these statistics data. Such increase in prices for services is automatically effective against the Client from the moment of delivery of this information to the Client by GRiT.
- 9.2. **INVOICING** GRiT is entitled to issue an invoice for the provision of the service within the term agreed in the Service Delivery Contract or if no term is agreed, immediately after the provision of the ORION Internet Application service. The invoice shall meet all the requirements of a tax document within the meaning of the relevant legislation. Payment of the price will be made by bank transfer to the GRiT account indicated in the invoice. The date on which the payment is credited to the GRiT account is always decisive for the timeliness of the payment. Payments received on GRiT's account, regardless of the stated purpose, may be used by GRiT, at its discretion, first to cover the oldest receivable due from the Client. The Parties undertake to mutually confirm, if necessary, the registry status of their mutual obligations and claims.
- 9.3. **ELECTRONIC INVOICING** In accordance with Section 26 of Act No. 235/2004 Coll., on Value Added Tax, as amended, the Client grants GRiT consent to issue and use tax documents (invoices) in electronic form, whereby electronic invoices will be sent to the Client only electronically either to the Client's e-mail address or in another manner agreed by the Parties.
- 9.4. **ELECTRONIC INVOICING VIS ORION INTERNET APPLICATION** At the Client's request, it is possible to send tax documents (invoices) for services provided under the Service Delivery Contract in data form using the ORION Internet Application.

10. Intellectual Property Rights

- 10.1. For the purposes of the Service Delivery Contract, GRiT declares that it has all necessary rights to the ORION Internet Application, i.e. either it is the exclusive executor of the proprietary copyright in the computer programme representing the ORION Internet Application, or it has the rights and consents to dispose of the computer programme, or it is a computer programme whose licenses allow GRiT to use the computer programme without defined consent. GRiT declares that the use of the ORION Internet Application does not infringe any copyright or other rights of third parties and that nothing prevents GRiT from providing the services of the ORION Internet Application to the Client within the scope of the Service Delivery Contract.
- 10.2. For the avoidance of doubt, in no event shall GRiT be obligated to provide, disclose or publish any source code for any Software unless expressly agreed between the Parties.

- 10.3. The Client declares to take all necessary measures to prevent unauthorized use, distribution, or copying of any part of the ORION Internet Application. At the same time, the Client undertakes to use only legal software when using the ORION Internet Application.

11. Protection of Confidential Information

- 11.1. The Parties agree that in providing the ORION Internet Application pursuant to the Service Delivery Contract, the information that the Parties consider confidential and have no interest in disclosing may be mutually disclosed.
- 11.2. **DEFINITION OF CONFIDENTIAL INFORMATION** The Parties consider confidential information to be any information that meets the following criteria:
- it is information or documentation provided by one Party ("Disclosing Party") to the other Party ("Receiving Party") orally or in writing; and
 - it is information or documentation that can be identified as competitively significant, identifiable, assessable, and not normally available in the relevant circles, which is to be kept secret according to its originator or owner.
- 11.3. For the avoidance of doubt, the Parties acknowledge that for the purposes of the Service Delivery Contract they also consider the following information to be confidential:
- information about the rights and obligations of the Parties, as well as information about the prices of the ORION Internet Application services, which are not publicly available;
 - information concerning a Party, its supplier or customer, in particular information about its activities, structure, economic results, know-how;
 - all technical information, including but not limited to product information, product developments or descriptions of features, performance, specifications or tender documentation, and other technical documents, including manuals, technical procedures and processes, and other technical knowledge, especially technical knowledge;
 - all confidential information and data that the Client uploads to the GRIT servers via the ORION Internet Application;
 - all confidential information and data that GRIT makes available to the Client through the ORION Internet Application.
- 11.4. Confidential Information excludes the information:
- that has become publicly available unless this is due to a breach of a Party's obligation to protect it;
 - obtained by the Receiving Party through a process independent of the contractual relationship established by the Service Delivery Contract or by the other Party, if the Receiving Party is able to provide evidence of this fact;
 - provided by a third party who has not obtained such information in breach of the obligation to protect it;
 - that has been disclosed by the Receiving Party with the prior written consent of the Disclosing Party.
- 11.5. The Parties undertake to protect, respect, and not disclose such confidential information to any third party, including through negligence, and not to use any confidential information of the Disclosing Party for their own use, for the use of their own business, or for the use of any third party, without the prior written consent of the Disclosing Party.
- 11.6. **HANDLING OF CONFIDENTIAL INFORMATION** The receiving party undertakes to use all efforts that may be fairly required of it, to prevent any unauthorized third party from gaining access to the above Confidential Information and to protect the Confidential Information in at least the same manner as it protects its trade secrets, but always in a manner customary for the protection of such Confidential Information.
- 11.7. The Receiving Party shall be entitled to disclose Confidential Information only to those employees, agents, cooperating entities, consultants, or legal advisors who need to know such Confidential Information for the proper conduct of their business. At the same time, the Receiving Party is obliged to oblige these entities to comply with the rules for handling confidential information at least to the extent set out in these ORION Terms and Conditions. The receiving Party shall be fully liable for any breach of obligations relating to Confidential Information committed by a third party that it has or should have obliged to keep Confidential Information confidential.
- 11.8. Should a situation arise in which the confidentiality of confidential information could reasonably be expected to be compromised, the Party to which the situation arises undertakes to notify the other Party without undue delay.
- 11.9. For the avoidance of doubt, it is stipulated that all Confidential Information shall remain the property of the Disclosing Party and the Receiving Party shall not be granted any authorization or other rights relating to such information.
- 11.10. The Disclosing Party acknowledges that the Receiving Party is obliged to disclose some of the confidential information to government authorities in exceptional cases expressly provided for by law. In such a case, the Receiving Party is obliged to inform the Disclosing Party of this procedure and the extent of the requested disclosure immediately after being requested by the state authorities to disclose such information.
- 11.11. The Receiving Party agrees to treat the Confidential Information in accordance with this Section of the ORION Terms and Conditions for as long as the Confidential Information exists, even after the end of the contractual relationship between the Disclosing Party and the Receiving Party where the Disclosing Party may have used the Confidential Information unless the Confidential Information is disclosed or made available to the public.
- 11.12. The Parties agree that GRIT may share confidential information obtained from the Client with related parties, i.e. persons in whom GRIT has an ownership interest. In such case, GRIT shall notify such person of the obligation to maintain confidentiality with respect to confidential information at least to the extent provided for in these ORION Terms and Conditions.

12. Handling of Personal Data

- 12.1. GRIT processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27. 4. 2015 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**") and Act No. 110/2019 Coll., on the processing of personal data, as amended. Information on GRIT's policies and procedures for processing personal data is provided in the Personal Data Processing Information, which is published at <https://www.grit.eu/cs/o-nas/gdpr/> ("**Information on processing personal data**").
- 12.2. If GRIT provides the Client with data space within the ORION Internet Application for the purpose of storing the Client's data, the Client acknowledges that in relation to the personal data stored on GRIT's servers, the Client acts as a data administrator and GRIT acts as a data processor.
- 12.3. GRIT declares that the ORION Internet Application complies with the GDPR conditions for the security of personal data within the meaning of Article 32 et seq. . Taking into account the current state of the technology and computer programs, the ORION Internet Application meets the conditions for: (a) the ability to ensure the continued confidentiality, availability and resilience of the processing system; (b) the ability to restore the availability of and access to personal data in a timely manner in the event of physical or technical incidents; (c) regular testing,

assessment, and evaluation of the effectiveness of the technical and organizational measures in place to ensure the security of processing; (d) security of access and security against unauthorized access to personal data.

- 12.4. GRiT declares that the ORION Web Application enables the Client to comply with the requirements set out in the GDPR in relation to data subjects and to fulfill the rights of data subjects within the meaning of Chapter III. of the GDPR, consisting in the possibility of: fulfilling the right to information, fulfilling the right access, the right to rectification, the right to erasure, the right to restriction of processing, the right to notification, the right to data portability, the right to object, the right to automated decision-making or profiling, and other rights of data subjects under the GDPR. The Client acknowledges that the ORiON Internet Application is prepared and enables the fulfillment of the rights of data subjects, however, the Client as the data administrator is responsible for ensuring their implementation and fulfillment.
- 12.5. GRiT declares that the data that the Client has or will have stored in the infrastructure of the ORiON Internet Application, are located in the EU.
- 12.6. In the event that the Client appoints a data protection officer within the meaning of Article 37 of the GDPR et seq., GRiT undertakes to provide this officer with the necessary cooperation for the performance of its obligations under the GDPR.
- 12.7. GRiT is not responsible for whether the Client, as the data administrator, has legal rights to process personal data.
- 12.8. GRiT as a processor keeps records of the processing activities carried out for the Client in an appropriate manner within the meaning of Article 30(2) GDPR, to the extent specified in the aforementioned article of the GDPR, in the event that this obligation is imposed under the relevant provisions of the GDPR.
- 12.9. In the event that the Client undertakes to comply with the codes of conduct within the meaning of Article 40 of the GDPR, the Client shall notify GRiT of this fact and GRiT shall be obliged to comply with these codes in a reasonable manner.
- 12.10. GRiT shall be entitled to reimbursement of any costs it may incur as a result of or in connection with complying with the Client's instructions for the purpose of providing the services or any of its obligations under these ORiON Terms and Conditions or under applicable law. The amount of compensation is set out in the current GRiT price list.
- 12.11. The Client consents to GRiT processing and analyzing the Client's data for purposes that are necessary for the operation of the service, such as notifying the Client of the use of the service, billing for the service, linking reports to business cases, and for improving and expanding its services and their quality for the Client.
- 12.12. **CONTRACT ON PROCESSING OF PERSONAL DATA.** By concluding the Service Delivery Contract, ORiON automatically concludes a contract on the processing of personal data in accordance with Article 28 of the GDPR with the following content:

The subject of processing The subject of the processing is personal data that the Client stores on GRiT servers in connection with the use of the ORiON Internet Application.

Period of processing GRiT processes personal data for the duration of the Service Delivery Contract and subsequently for 11 years from the date of termination of the Service Delivery Contract due to the agreed archiving of transmitted messages, unless the Parties agree otherwise.

Character and purpose of processing The purpose of the processing is the performance of obligations under the Service Delivery Agreement, in particular the provision of data space for the purpose of storing the Client's data via the ORiON Internet Application.

Type of processed personal data: Data required for the purpose of the business relationship. This will include in particular basic personal data (name, surname, ID number, place of residence/business), contact personal data (telephone, e-mail), bank connection.

Categories of data subjects whose personal data are processed: The Client's business partners, if they are natural persons, in particular, the Client's customers, or representatives of such customers, and the Client's suppliers, or representatives of such suppliers, the Client's employees.

Obligations of GRiT as a personal data processor: GRiT undertakes:

- a. to process personal data only on the basis of documented instructions from the Client;
- b. to ensure that authorized GRiT staff who come into contact with personal data are bound to confidentiality, even after GRiT has stopped processing personal data;
- c. to implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk; GRiT undertakes to process and document the technical and organizational measures taken and implemented to ensure the protection of personal data in accordance with the law and other legal regulations, ensuring, controlling and being responsible for the implementation of the instructions for the processing of personal data by persons having direct access to personal data, as well as taking measures to prevent unauthorized persons from accessing personal data and the means of processing, the unauthorized reading, creation, copying, transmission, modification or erasure of records containing personal data, and undertakes to take measures to identify and verify to whom the personal data have been transmitted;
- d. in the area of automated processing of personal data, within the measures referred to in the previous clause, to ensure that systems for automated processing of personal data to be used only by authorized persons, that natural persons authorized to use automated processing systems have access only to personal data corresponding to the authorization of those persons, and that on the basis of specific user authorizations established exclusively for those persons, to use electronic records that make it possible to determine and verify when, by whom and for what reason personal data have been recorded or otherwise processed and to prevent unauthorized access to data media;
- e. to take such measures to prevent unauthorized or accidental access to, alteration, destruction, or loss of personal data, unauthorized transfers, other unauthorized processing, or other misuses of personal data. This obligation shall continue to apply after GRiT has ceased processing personal data;
- f. to take into account the nature of the processing and to assist the Client through appropriate technical and organizational measures in fulfilling the Client's obligation to respond to requests to exercise the rights of data subjects set out in Chapter III of the GDPR (Data Subject Rights);
- g. to assist the Client in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR (Security of Personal Data), namely taking into account the nature of the processing of information held by GRiT;
- h. to notify the Client, without undue delay, of any breaches of the security of personal data (e.g. in the form of unauthorized access to data storage by a third party); the notification of such a personal data breach will be made in accordance with Articles 33 and 34 of the GDPR;
- i. to provide the Client with all information necessary to prove that the above obligations have been fulfilled and to enable the Client to check the fulfillment of the above obligations. In the event of an inspection, GRiT undertakes to provide the Client with assistance;
- j. that, in accordance with the Client's decision, it will either delete all personal data or return it to the Client upon the termination of the ORiON Internet Application service and delete existing copies, unless there is a legal obligation to store the personal data in question.

OTHER PROCESSORS The Client gives consent for GRiT to involve other processors in the processing of personal data. However, GRiT is obliged to oblige them to the same extent under this article of the ORION Terms and Conditions and the GDPR.

13. Defects in Performance

- 13.1. The rights and obligations of the Parties with regard to rights arising from defective performance shall be governed by the applicable generally binding regulations and the provisions of this article of the ORION Terms and Conditions unless otherwise agreed between the Parties, whereby GRiT shall only be liable for defects if they have a basis in its activities or have been caused by a breach of its obligations under the Service Delivery Contract.
- 13.2. **EXCLUSIONS FROM THE RIGHTS OF DEFECTIVE PERFORMANCE.** GRiT is not liable for defects:
- if they originate in defects in the Client's cooperation (in particular, for defects arising in connection with the improper use and setting of the ORION Internet Application or other hardware or software by the Client or third parties, or the failure to provide the necessary cooperation by the Client);
 - caused by extraordinary and insurmountable obstacles arising independently of GRiT's will (e.g. Internet bandwidth and speed, virus attacks, change of the agreed interface between information systems, etc.);
 - consisting in the factual correctness of the transmitted data;
 - for the functionality of third-party HW and SW products on stations and servers, or damage caused by such HW and SW products.

14. Scope of Liability for Injury

- 14.1. **EXCLUSION OF LIABILITY OF THE CONTRACTING PARTIES.** Neither Party shall be liable to the extent permitted by applicable law:
- for damages resulting from a materially incorrect or otherwise erroneous assignment received from the other Party if the Party that should have performed under such assignment could not have recognized that it was an erroneous assignment;
 - for damages resulting from the other Party's delay in fulfilling its obligations (e.g. failure to provide cooperation);
 - for lost profits of the other Party and claims of third parties against the other Party;
 - for delay caused by circumstances precluding liability, where the circumstances precluding liability are considered to be an obstacle which has arisen independently of the will of the obliged party and prevents it from fulfilling its obligation, if it is not reasonably foreseeable that the obliged party would have averted or overcome the obstacle or its consequences and, furthermore, that it would have foreseen the obstacle at the time of its occurrence. Liability is not precluded by an obstacle that arose only at a time when the obliged party was in default of its obligation or arose from its economic circumstances. The effects of the exclusion of liability are limited to the duration of the obstacle to which the obligations are related.
- 14.2. **GRIT DISCLAIMER.** GRiT shall not be liable for damages incurred by the Client due to temporary partial and/or complete unavailability of the ORION Internet Application to the extent permitted by applicable law and the Service Delivery Contract, and
- for any direct or indirect damage caused in particular by:
- improper use and incorrect setting of the ORION Internet Application, or failure of the Client to provide the necessary cooperation, whereby improper use of the ORION Internet Application for the purpose of these ORION Terms and Conditions means the use of the ORION Internet Application in contradiction with the documentation and methodological instructions provided, and improper setting of the ORION Internet Application for the purpose of these ORION Terms and Conditions means incorrect filling of the parameters of the ORION Internet Application by the Client (e.g. The user's access right assignment, application notification settings, etc.);
 - operational incidents caused by changes to the system environment made by the Client or a third party;
 - failure to meet minimum system or other requirements for the operation of the ORION Internet Application;
 - by infecting the Client's local network or its computers with computer viruses (spyware, malware, ransomware, etc.), or by a hacker attack or other similar external attack;
 - damage caused by improper functioning of the Client's technical equipment, operating system, or network;
 - leakage of the Client's access passwords to third parties;
 - objective impossibility of performance by GRiT and other factors beyond GRiT's control (e.g. Internet bandwidth and speed, quality or change in third party connections, etc.);
 - for factual incorrectness of the transmitted data (e.g. codes, text);
 - breach of the Client's obligation to provide the cooperation or co-operation to which it has committed itself by the Service Delivery Contract; and in the event that the Client is in default of payment of the price of the ORION Internet Application services;
 - in connection with the content of data entered into the ORION Internet Application by the Client. GRiT simultaneously is not liable for the functionality of third-party HW and SW products on stations and servers, or damage caused by such HW and SW products.
- 14.3. **LIMITATION OF LIABILITY** In the event of damage on the part of the Client, the Parties agree to limit the compensation for any damage incurred to the Client so that the total compensation for the damage that GRiT may be obliged to pay to the Client is limited to the amount of monetary compensation received by GRiT for the services provided by the ORION Internet Application to the Client for the last calendar quarter.

15. Sanction Provisions

- 15.1. In the event that the Client fails to pay the price for the ORION Internet Application services by the due date, GRiT shall be entitled to suspend the provision of the ORION Internet Application services until the amount due is paid in full, without the suspension of the provision of the ORION Internet Application being considered a breach of GRiT's obligations. GRiT's right to payment of the price for the services of the ORION Internet Application for the period of suspension of its provision according to the previous sentence of this clause shall not be affected.
- 15.2. If the Client is in default in payment of the price for the services of the ORION Internet Application or part thereof in accordance with the Service Delivery Contract, GRiT shall be entitled to claim a contractual penalty of 0.05% of the amount due for each day of delay;
- 15.3. In the event of a breach of the Confidential Information Handling Arrangement by the Receiving Party, the Disclosing Party shall be entitled to request the Receiving Party a contractual penalty of CZK 100,000 for each individual breach.

- 15.4. **DEFAULT OF THE OTHER PARTY.** The time limits for the performance of the related obligations of the other Party shall be extended by the period of delay of either Party and the other Party shall not itself be in default for the duration of the delay. GRIT is thus particularly shall not be in default in the event that the Client breaches its obligation to provide the cooperation to which it has committed itself under the Service Delivery Contract.
- 15.5. **OBJECTIVE IMPOSSIBILITY OF PERFORMANCE.** In the event that the default of either Party is due to an objective impossibility of performance, the default shall be deemed not to have occurred for the duration of such reasons. The Party affected by the reasons for the objective impossibility of performance is obliged to inform immediately the other Party of the existence of the reason for the objective impossibility of performance to the e-mail addresses specified in the Service Delivery Contract.
- 15.6. **DAMAGES** Payment of the contractual penalty under this article of the ORION Terms and Conditions or other provisions of the Service Delivery Contract shall not affect the right of the aggrieved party to compensation for damages caused by the breach of an obligation within the scope of the Service Delivery Contract and these ORION Terms and Conditions.

16. Conclusion of the Service Delivery Contract

- 16.1. **DURATION OF THE SERVICE DELIVERY CONTRACT** The Service Delivery Contract is concluded for an indefinite period of time.
- 16.2. **WAYS OF TERMINATING THE SERVICE DELIVERY CONTRACT** Unless otherwise agreed, the Service Delivery Contract may be terminated:
- a. by **notice**, with a notice period of 3 months, commencing on the date of delivery of the notice to the other Party;
 - b. **by withdrawal from the Service Delivery Contract.** Either Party may withdraw from the Service Delivery Contract for a material breach of an obligation by the other Party, in particular:
 - i. GRIT shall be entitled to withdraw from the Service Delivery Contract in the event that the Client is in default of payment of the monetary performance under the Service Delivery Contract or any part thereof for more than 4 weeks and the Client fails to pay the amount due even upon written demand by GRIT within an additional period of 7 days from the delivery of such demand;
 - ii. GRIT shall be entitled to withdraw from the Service delivery Contract for the Client's failure to provide the necessary cooperation if this prevents GRIT from fulfilling its obligations under the Service Delivery Contract, or threatens the security of the operation of the ORION Internet Application service and if GRIT has notified the Client in writing and given the Client a reasonable period of time to remedy the situation, but the remedy has not been made;
 - iii. The Client shall be entitled to withdraw from the Service Delivery Contract in the event of GRIT's delay in fulfilling its obligation under the Service Delivery Contract to the agreed extent, except in cases of objective impossibility of performance, exceeding 4 weeks, and at the same time GRIT fails to fulfill its obligation even upon written notice from the Client within an additional period of 7 days from the delivery of such notice;
 - iv. in the event of a final decision made by a competent court on the bankruptcy of the other Party within the meaning of Section 3 of Act No. 182/2006 Coll., Insolvency Act, as amended;
 - v. the other Contracting Party enters into liquidation, whether by order of a competent court or the authorities of the Contracting Party; whereby the withdrawal is effective on the date of its delivery to the other Party, or on a later date specified in the written withdrawal.
 - c. **by agreement of the Contracting Parties.**
- 16.3. **CONSEQUENCES OF TERMINATING THE SERVICE DELIVERY CONTRACT** The Client acknowledges that upon the termination of the Service Delivery Contract, the termination shall be effective ex nunc and the Client shall not be entitled to any refund of any monies already provided for services rendered under the Service Delivery Contract. The termination of the Service Contract shall not extinguish any provisions that are intended by law or the Service Delivery Contract to survive the termination of the Service Delivery Contract. In particular, termination of the Service Delivery Contract does not extinguish the right to compensation for damages or the contractual penalty under the Service Delivery Contract. The termination of the Service Delivery Contract also does not affect the Parties' agreement on the treatment of Confidential Information.
- 16.4. In the event of GRIT's withdrawal from the Service Delivery Contract due to the Client's default in payment of monetary performance under the Service Delivery Contract, where the subject matter of the Service Delivery Contract is services consisting of the delivery of performance in the form of implementation services, development or other work, GRIT shall be entitled to terminate such work and withdraw from the Service Delivery Contract in writing in part or in whole to the extent of the agreed but as yet unfulfilled performance. In such event, the Client shall reimburse GRIT for all work and other costs incurred to date in the performance of the Service Delivery Contract, as calculated by GRIT, within 15 days of GRIT's withdrawal from the Service Delivery Contract.

17. Other Provision

- 17.1. **USE OF THE ORION INTERNET APPLICATION SERVICE BY THE CLIENT.** The Client is entitled to use the ORION Internet Application exclusively for the purposes set out in the Service Delivery Contract. The Client undertakes not to perform any activity that could enable him/her or third parties to use the ORION Internet Application service in an unauthorized manner. The Client is not entitled to sublicense the ORION Internet Application service to third parties or otherwise assign the rights and obligations under any license granted. The client acknowledges that it is strictly prohibited:
- a. perform any scraping and reverse engineering of the ORION Internet application;
 - b. make unauthorized modifications to the ORION Internet Application;
 - c. Decompile the ORION Internet Application, modify it at the code level, reproduce the ORION Internet Application or part of it;
 - d. to investigate the ORION Internet Application in order to uncover the principle of operation and create a similar product.
- 17.2. **ASSIGNMENT** Neither Party shall be entitled to assign its claims arising from the Service Delivery Contract to any third party or to make them subject to a lien in favour of any third party unless the Parties agree otherwise.
- 17.3. **COMMUNICATION** Communication between the Parties shall take place at the level of contractual or authorized representatives of both Parties agreed in the Service Delivery Contract. This is without prejudice to the Parties' ability to communicate through their statutory bodies.
- 17.4. **CHANGE OF DATA** The Client undertakes to inform GRIT of any changes to its details, including the details of responsible persons, as set out in the Service Delivery Contract within five (5) days of the date of the relevant change.
- 17.5. **REFERENCES** GRIT has the right to use the Client's business name as a reference customer for information to third parties. The Client agrees to this fact.

18. Final Provisions

- 18.1. **DIVERGENT PROVISIONS FROM THE SERVICE DELIVERY CONTRACT** In the event that the provisions of these ORION Conditions differ from the Service Delivery Contract, the provisions of the Service Delivery Contract, as an individual agreement between the Parties, shall prevail over these ORION Terms.
- 18.2. **THE RISK OF CHANGING CIRCUMSTANCES** The Parties assume the risk of change of circumstances with respect to the rights and obligations of the Parties arising under and in connection with the Service Delivery Contract. The Parties exclude the application of the provisions of Sections 1765, Sub-section 1 and 1766 of Act No. 89/2012 Coll., the Civil Code, as amended, to their contractual relationship based on the Service Delivery Contract.
- 18.3. **APPLICABLE LAW AND DISPUTE RESOLUTION** The Service Delivery Contract shall be governed by and construed in accordance with the laws of the Czech Republic, notwithstanding any conflict of laws. Any disputes arising out of the Service Delivery Contract shall be resolved exclusively in a court in the Czech Republic, with the local jurisdiction to be determined according to GRIT's registered office.
- 18.4. **AMENDMENT OF THE SERVICE DELIVERY CONTRACT.** The Service Delivery Contract may be amended or supplemented only by written numbered amendments.
- 18.5. **CHANGE OF ORION CONDITIONS** GRIT may unilaterally change the ORION Conditions to the extent appropriate. GRIT is obliged to notify the fact that the ORION Conditions will be changed in electronic form (e.g. by means of electronic e-mail communication) to the Client's contact address at least 2 months before the effective date of the new version of the ORION Conditions. The Client has the right to refuse changes to the ORION Conditions by giving notice in writing in paper form or by e-mail sent to GRIT; the notice period shall be agreed in a length corresponding to the number of days remaining until the new version of the ORION Conditions becomes effective. If the Client does not reject the changes to the ORION Conditions that have been duly notified to him/her before the new version of the ORION Conditions becomes effective, the relationship under the Contract shall be governed by the new version of the ORION Conditions as amended, as notified to the Client.
- 18.6. **EFFECTIVENESS OF ORION CONDITIONS** These ORION Conditions as amended are valid and effective as of 1st April 2022.