

SPECIAL PRODUCT TERMS OF THE ORION INTERNET APPLICATION of GRiT, s.r.o.

(hereinafter referred to as the "Terms and Conditions of ORION")

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The Special Product Terms of the ORION Internet Application define the basic rules for the relationship between GRiT and the Client in connection with the provision of the ORION Internet Application service.

1. Identification of the service provider

GRiT, s.r.o.

A legal entity established under the law of the Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 6560

With its registered office at Kopečná 231/10, Staré Brno, 602 00 Brno

Identification number (ID no) 46963740, Tax identification number (VAT no) CZ46963740

(hereinafter referred to as "**GRiT**")

2. Definitions of terms used

For the purposes of these Terms and Conditions of ORION and the Contract for the Supply of Services between itself, the following definitions shall be understood:

- "**Digital Assets**" means elements in digital form necessary for the use of Exportable Data (e.g. schemas, configurations, API keys);
- "**Response time**" means the maximum time, calculated in the Operating Hours interval, by which a request must be initiated from the date of its notification;
- "**Exportable data**" means input and output data, including metadata, which are directly or indirectly created or co-created by the Client when using the data processing service, with the exception of assets or data of the data processing service provider or a third party protected by intellectual property rights or constituting trade secrets, and with the exception of data related to the integrity and security of the service, the export of which could expose GRiT to cyber vulnerabilities;
- "**ORION Internet Application**" means the GRiT service used for the electronic exchange of documents, as defined in the Product sheet;
- "**Client**" means a company or an independent entrepreneur interested in the delivery of the ORION Internet Application services from GRiT; for the purposes of these Terms and Conditions of ORION, the Client is not a natural person in the position of a consumer;
- "**Communication Counterparty**" means a counterparty to whom and from which the Client's data may be transferred and whose data may be sent to the Client via the ORION Internet Application, identified by an identification number (IČO) or a global location number (EAN);

- g. **"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 one-way converter, either for import into the Client's/Communication Counterparty's information system (export from the ORiON Internet Application) or for processing exports from the Client/Communication Counterparty (import to the ORiON Internet Application);
- h. **"Data Register"** means the online register pursuant to Regulation No. 2023/2854 of 13.12.2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Regulation). The Data Register contains, in particular, a description of data formats, procedures for data export, the length of deadlines, including the retention period of internal logs, information on data location, subcontractors and measures against access by third-country authorities;
- i. **"Product sheet"** means the characteristics of the ORiON Internet Application containing the most important information, features and context of the ORiON Internet Application;
- j. **"Contract for the Supply of Services"** means a contract defining in more detail the scope of services provided by the ORiON Internet Application, an integral part of which are these Terms and Conditions of ORiON or other annexes defined in the Contract for the Supply of Services;
- k. **"Contracting Parties"** means jointly GRiT and the Client as parties to a contractual relationship concluded on the basis of the Contract for the Supply of Services;
- l. **"Tariff Program"** means the scope of services of the ORiON Internet Application selected by the Client, derived from the number of transferred kilobytes of data ("kB") or selected services. According to the selected Tariff Program, the operating price is determined, unless it is determined by price bands;
- m. **"Variant"** means the variant of the ORiON Internet Application service selected by the Client according to the current GRiT offer;
- n. **"Message"** means 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 a Contract for the Supply of Services

- 3.1. **CONCLUSION OF A CONTRACT FOR THE SUPPLY OF SERVICES.** The Contract for the Supply of Services between GRiT and the Client may be concluded in hard-copy form or electronically. The Client's acceptance of GRiT's offer to conclude the Contract for the Supply of Services may not contain any additions, reservations, limitations, deviations or other changes, nor may it refer to other terms and conditions than these Terms and Conditions of ORiON, unless otherwise agreed between the Parties. These Terms and Conditions of ORiON form an integral part of the Contract for the Supply of Services.

4. Preparation for the operation of the ORiON Internet Application

- 4.1. **HANDOVER.** Handing over the subject of performance means handing over all parts of access to the ORiON Internet Application. 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 Contract for the Supply of Services, when the Client will be provided with access for the purpose of testing the ORiON Internet Application;
 - b. **"Live Operation"** – the term specified in the Contract for the Supply of Services, from which the provision of the ORiON Internet Application is fully charged for at the prices specified in the Contract for the Supply of Services.
- 4.2. **GRiT OBLIGATIONS.** GRiT undertakes:
 - a. to provide the Client with access to the ORiON Internet Application and to all its parts according to the ORiON Internet Application Variant selected by the Client;
 - b. to ensure the smooth operation of the ORiON Internet Application so that the data transmitted from the Client is delivered to the recipient of the Client and in the event of impossibility of delivery of the data (failure to receive the data by the recipient, technical limitations, etc.), to immediately inform the Client of this fact;
 - c. to ensure that the content of the data (message) at the input to the ORiON Internet Application (from the sender) will be 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 accuracy of the transmitted data.
- 4.3. **OBLIGATIONS OF THE CLIENT.** The Client undertakes:
 - a. to enable the use of the ORiON Internet Application exclusively by authorized persons of the Client;
 - b. to pay the remuneration for the agreed services to GRiT in a timely and proper manner;
 - c. to use or dispose of the ORiON Internet Application service exclusively for the agreed purpose, according to the user manual and help, or for the purpose and in the usual manner, if the purpose and method have not been defined;
 - d. to check the functionality of the ORiON Internet Application service without undue delay after the service is put into operation or access.
- 4.4. **COOPERATION.** Both Contracting Parties undertake:
 - a. to provide appropriate cooperation, in particular to provide the documents, information and data necessary for the proper provision of the ORiON Internet Application within the agreed deadline or without undue delay;
 - b. to inform each other of all facts relevant to the performance of the Contract for the Supply of Services, including possible problems or obstacles, promptly and with the best efforts to resolve such problems or obstacles in cooperation with the other Party;
 - c. for the purposes of activities agreed by the Parties, cooperation, professional meetings or consultations, to ensure the participation of qualified personnel;
 - d. to protect the intellectual property rights belonging to the other Contracting Party, as well as the rights of third parties that could be affected by the provision of the ORiON Internet Application.
- 4.5. **MODIFICATIONS, EXCLUSIONS AND RESTRICTIONS OF THE ORiON INTERNET APPLICATION.** GRiT is entitled to modify the ORiON Internet Application at any time in order to expand, improve, update or eliminate errors. The Client is obliged to accept and respect these modifications. In the event that the implementation of these modifications would require the outage of the ORiON Internet Application, GRiT is entitled to suspend its operation to the extent necessary to implement these modifications. GRiT shall inform the Client of any planned outages sufficiently in advance.
- 4.6. GRiT is entitled to limit or interrupt the provision of the ORiON Internet Application for the following reasons for the necessary time:
 - a. as a result of an extraordinary unforeseen and insurmountable obstacle arising independently of the will of the GRiT (e.g. force majeure);

- b. carrying out maintenance or repair of the public communication network;
- c. stipulated in the relevant legal regulations, e.g. in the event of a risk of a crisis situation and in a state of crisis pursuant to Section 99 (3) of Act No. 127/2005 Coll., on Electronic Communications, as amended, or in the event of a serious breach of the security and integrity of the GRiT communication network due to damage or destruction of electronic communication equipment pursuant to Section 98 (3) of that law;
- d. the Client negatively affects the quality and availability of the ORiON Internet Application service, for example by repeatedly sending a large amount of invalid data for processing, disproportionate use of the ORiON Internet Application service with regard to the agreed volume of data for processing, etc. The Client is notified of such a fact by an e-mail message sent to the address of the Client's responsible person specified in the Contract for the Supply of Services. In this case, the suspension of the ORiON Internet Application service is possible only after agreement with the Client or in the event that the Client does not respond to GRiT's calls to remove the error on the Client's side within 2 hours. After the error on the Client's side is removed, the ORiON Internet Application service is immediately made available;
- e. a written (including electronic) notification of the Client about the misuse of the ORiON Internet Application service by a third party;
- f. a 14-day delay in payment for the ORiON Internet Application service and failure to remedy even after a written request from GRiT for payment;
- g. a 14-day delay in fulfilling another contractual obligation of the Client and failure to remedy it even after a written request from GRiT to fulfil.

For the avoidance of doubt, the Contracting Parties agree that GRiT's right to payment of the price for the ORiON Internet Application is not affected by the restriction or suspension of the provision of the services of the ORiON Internet Application.

In the event of an unplanned outage or limitation of the availability of the ORiON Internet Application, GRiT is entitled to carry out an unscheduled maintenance of the ORiON Internet Application to the extent necessary to restore its functionality. **GRiT is not obliged to inform the Client** about these unplanned outages.

5. Message format, Message converter, Communication Counterparties

- 5.1. **FORMAT OF MESSAGES AND COMMUNICATION COUNTERPARTIES.** 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 Communication Counterparties, if these formats differ from the EANCON 1997 or 2002 specification of the GS1 CZ Association, is specified in the Contract for the Supply of Services.
- 5.2. **MESSAGE CONVERTER.** If the Contract for the Supply of Services also includes the preparation of Converters for the Client, GRiT undertakes to create an operational, functional Message Converter between the adopted 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 before the date of delivery. In the event of the Client's delay in delivering the description of the formats, the deadline for the delivery of the Converter is extended.
- 5.4. **COMMUNICATION COUNTERPARTIES.** When concluding the Agreement, the Contracting Parties shall agree in writing (including the use of means of distance communication) to a list of Communication Counterparties, whereby without this mutual agreement of the Communication Counterparties, it is not possible to transmit Messages "for" or "from" the Communication Counterparty that has not been expressly agreed by both Contracting Parties. The Communication Counterparty (addressee of EDI messages) is determined by means of an ID or EAN in the attribute of the message being exchanged, which is intended for this purpose. The delivery of the Message shall be carried out by GRiT according to the Client's requirements and in the manner specified in the Contract for the Supply of Services. The Parties have agreed that any change in the list of Communication Counterparties must also be agreed by both Parties.
- 5.5. The use of GS1 information and data is conditional on the Client's involvement in the GS1 system.

6. Provision of support

- 6.1. GRiT undertakes to provide the Client with service and technical support of the ORiON Internet Application in Czech and English (the "Support") in the scope of either: (i) free ECONOMY support, (ii) paid STANDARD support, or (iii) extended paid VIP support, as specified below in these Terms and Conditions of ORiON, at the Client's choice in the Contract for the Supply of Services.
- 6.2. **ECONOMY SUPPORT.** This is the basic version of the Support, which is provided to the Clients free of charge. Within it:
 - a. The Client submits its requests to GRiT Support exclusively by e-mail to podpora.orion@grit.cz or via the ORiON Internet Application.
 - b. The Response time from reporting a request for this Variant of Support is 1 working day.
 - c. A proposal for a solution to the Client's requirements is processed no later than 3 working days from its notification.
 - d. The Client can also use an automated chatbot to communicate with GRiT Support.
- 6.3. **SUPPORT STANDARD.** This is a medium version of the Support, which is provided to the Clients at a price in the amount specified in the Contract for the Supply of Services. Within it:
 - a. The Client shall be provided with access to a Servicedesk for entering requests, consulting the procedure and an overview of the status of the Client's individual requests.
 - b. The Response time from reporting a request for this Variant of Support is 5 hours within the Operating Hours.
 - c. A proposal for solving defects and critical requirements is processed no later than 2 working days from their reporting, in the case of other requirements within 3 working days.
 - d. The Client can also use the phone, automated chatbot or chat with a GRiT consultant to communicate with GRiT Support.
 - e. In order to provide telephone Support, the Client shall report a maximum of 5 telephone contacts authorised to use telephone Support.
- 6.4. **VIP SUPPORT.** This is the highest version of the Support, which is provided to the Clients at a price in the amount specified in the Contract for the Supply of Services. Within it:
 - a. The Client shall be provided with access to a Servicedesk for entering requests, consulting the procedure and an overview of the status of the Client's individual requests.
 - b. The Response time for this Support Variant is 2 hours within the Operating Hours.
 - c. A proposal for solving defects and critical requirements will be processed as a priority, within a guaranteed time of 6 hours from their reporting within the Operating Hours, in the case of other requirements within 1 working day.
 - d. The Client can also use the phone, automated chatbot or chat with a GRiT consultant to communicate with GRiT Support.
 - e. In order to provide telephone Support, the Client shall report a maximum of 10 telephone contacts authorised to use telephone Support.

- f. The Client will be provided with telephone Support/system supervision 24/7 in emergency cases.
- g. The Client is also entitled to free provision of user training to the extent according to the GRiT offer of their choice, once per calendar quarter.
- h. The Client is provided with the possibility of a free technical consultation of up to 30 minutes, once per calendar quarter.
- i. In the event of a change of administrator at the Client, GRiT provides free training for the new administrator in the form of a webinar.
- 6.5. GRiT guarantees the availability of the Support on working days of the Czech Republic from 8:00 a.m. to 4:00 p.m. CET ("**Operating Hours**"). All reported requests will be registered by GRiT. The decisive time for determining the beginning of the resolution period is the time of receipt of the request to the specified GRiT e-mail box, entry into the Servicedesk or telephone report, when GRiT always confirms 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.
- 6.6. Critical Defect Resolution
 - 6.7. **DEFINITION OF A CRITICAL DEFECT.** A Critical Defect shall mean an unplanned event or interruption affecting the standard operation of the ORiON service. This means a situation where the ORiON service fails to operate properly, with the result that data is not processed or communication or data transmissions do not function, provided that such defect was not caused by the Client or its business partner.
 - 6.8. The Client is obliged to report Critical Defects according to the selected type of Support in the manner defined in points 6.2.a), 6.3.a) and 6.4.a). In addition to the standard method of reporting Critical Defects, the Client is also entitled to report them by phone, during Operating Hours to a special telephone number specified on the GRiT website.
 - 6.9. In the event of a failure of communication channels or third-party systems that are not provided by GRiT, GRiT is not responsible for this defect, but GRiT informs the Client about the status of the solution based on the Client's request.

7. Archiving of transferred data

- 7.1. **ARCHIVING OF TRANSFERRED DATA.** All transferred data of the Client, which are included in paid transfers, are archived directly in the ORiON Internet Application for at least 3 months. For tax documents (INVOIC message and related notifications), archiving is provided in the price of the ORiON Internet Application service according to the applicable legislation, in one of the following ways according to the current GRiT conditions:
 - a. online archiving in the ORiON Internet Application solution (data is directly in the ORiON Internet Application) or
 - b. availability of invoice case archives for offline storage (data is outside the ORiON Internet Application on the Client's local computer).

8. Pricing arrangements

- 8.1. **PRICE.** The price for the services of the ORiON Internet Application and, if applicable, any other services related to the ORiON Internet Application will be agreed by the Contracting Parties in the Contract for the Supply of Services. Unless otherwise agreed between the Contracting Parties, the prices are in CZK. All prices are without VAT, where VAT will be added to the price of the Services in accordance with the current applicable legal regulations.
- 8.2. The price for the services of the ORiON Internet Application is divided as follows: (a) the Price for the set-up fee of the ORiON Internet Application; (b) Operating price; (c) Price for the development and implementation of the Converter; (d) other services as offered by GRiT.
- 8.3. **SET-UP FEE OF THE ORiON INTERNET APPLICATION.** The set-up fee of the ORiON Internet Application is agreed in the Contract for the Supply of Services. The set-up fee of the ORiON Internet Application for all ORiON Internet Application Variants includes: (a) the EDI mailbox in the ORiON Internet Application; (b) access data for the Client's users and administrators; (c) the user manual in electronic form; (d) the introduction and configuration of the Client's formats and channels in the ORiON Internet Application. The set-up fee of the ORiON Internet Application in the "EDI with Integration" Variant also includes: provision of the Communicator application for transmission automation.
- 8.4. Invoicing of the set-up fee of the ORiON Internet Application will be made after the Client has taken over the access rights to the ORiON Internet Application or after an extension of the ORiON Internet Application requested by the Client and approved by GRiT.
- 8.5. **OPERATING PRICE.** The operating price is set either a) according to the selected Tariff Program; or (b) depending on the price band reached.
- 8.6. **OPERATING PRICE DETERMINED ACCORDING TO THE TARIFF PROGRAM.**
 - a. For the use of the services of the ORiON Internet Application, the Client undertakes to pay GRiT the operating price according to the selected annual Tariff Program. Unless otherwise agreed by the Parties, the Tariff Program includes: (a) the 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 the Messages sent from the Client to the specified counterparties of the ORiON Internet Application; (d) the ability to view the transmitted data in the ORiON Internet Application; (e) elimination of problems in data transmission on the part of GRiT.
 - b. The Tariff Program is defined as an annual tariff, which is divided into the number of payments defined in the Contract for the Supply of Services, where the price of the Tariff Program is agreed in the Contract for the Supply of Services. In the event of exceeding the allocated annual data volume, GRiT will carry out settlement after the end of the annual tariff period and issue an invoice to the Client for the data transferred in excess of the limit. Billing shall also be performed in the event of a change to the Tariff Program or termination of the contractual relationship. In such case, the number of kB included in the price for the relevant billing period shall be determined as the product of the number of calendar months in that billing period and one twelfth (1/12) of the annual number of kB under the selected Tariff Program. At the same time, the Contracting Parties have agreed that in the event of significantly higher exceedances of the agreed monthly data volumes, the Tariff Program may be changed at any time during the term of the contractual relationship between GRiT and the Client in the form of an amendment to the Contract for the Supply of Services.
 - c. The first monthly instalment from the annual tariff for the transmission of Messages is invoiced on the day following the date of the start of Live Operation. Subsequently, additional payments are invoiced at regular intervals according to the agreed number of payments in the year.
 - d. The validity of the Client's Tariff Program is one (1) year from the first day of the month in which the first payment was invoiced. In the event that the Client does not request a change in the Tariff Program in writing during its validity, but no later than 30 calendar days before the end of the Tariff Program, the validity of the Tariff Program shall be automatically extended for another year, even repeatedly.
 - e. GRiT is entitled to change the price for the annual Tariff Program, but no later than 30 days before the termination of the Client's Tariff Program. In the event that the Client agrees with the change, the Parties will conclude an amendment to the Contract for the Supply of Services, in which they will agree on a new price. In the event that the Client does not agree with the change, the contractual relationship between GRiT and the Client established by the Contract for the Supply of Services will be terminated on the last day of the Client's ongoing Tariff Program, unless the Parties agree otherwise.

8.7. **OPERATING PRICE DETERMINED BY PRICE BANDS.**

- a. For the use of the services of the ORiON Internet Application, the Client undertakes to pay GRiT the operating price depending on the price range achieved, which will be determined depending on the number of Messages processed in each calendar month. The unit price for the processing of individual types of Messages in price bands is governed by the price list, which is attached to the Contract for the Supply of Services.
 - b. The total monthly operating price will be determined as the product of the actual number of processed Messages and the unit price according to the type of Message within the current band. In the event of excessive scope of the Message, the unit price will be increased to the extent specified in the Contract for the Supply of Services.
 - c. The Contract for the Supply of Services sets out the minimum monthly operating price that will be charged in the event that the operating price determined in accordance with the previous point for a given month should be lower than the minimum monthly operating price.
 - d. The price list may be unilaterally changed by GRiT under the conditions set out in the Contract for the Supply of Services.
- 8.8. The Client is charged for the transmission of all types of Messages that are processed in the ORiON Internet Application at the input or output, with the exception of the so-called control Messages (e.g. AUTACK, APERAK, COMDIS). The volume of transmissions is measured in the internal format of the ORiON Internet Application, which is similar in size to the text INHOUSE standard with a fixed width according to the GS1 specification. The Client has a detailed overview of the transfers available in the ORiON Internet Application.
- 8.9. **PRICE FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE CONVERTER.** The price for the development and implementation of the Converter shall be agreed by the Contracting Parties in the Contract for the Supply of Services and shall 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 a Message Converter; (c) testing of the Message Converter based on the supplied formats (descriptions); and (d) handover of the Message Converter, which takes place by setting up the relevant format in the ORiON Internet Application and notifying the Client by e-mail.
- 8.10. **LUMP SUM PAYMENT FOR SUPPORT.** The lump sum payment for the Support will be agreed by the Parties in the Contract for the Supply of Services and will be invoiced to the Client for each month of providing the Support to the extent specified by the Parties in the Contract for the Supply of Services.

9. Other payment arrangements

- 9.1. **VALORISATION OF PRICES SET BY A CONTRACT FOR THE SUPPLY OF SERVICES.** GRiT is entitled to unilaterally adjust the agreed prices on an annual basis, with effect from 1 January of the calendar year immediately following the conclusion of the Contract for the Supply of Services, in accordance with the inflation rate in the Czech Republic. In this way, GRiT shall be entitled to increase the prices for services solely by the average inflation rate in the Czech Republic, expressed as the percentage increase in the average annual consumer price index as determined and published by the Czech Statistical Office for the preceding calendar year. GRiT undertakes to inform the Client in writing (including by means of electronic distance communication) of such increase without undue delay after the Czech Statistical Office officially publishes these statistical data. Such an increase in prices for services is automatically effective for the Client from the moment of delivery of this information to the Client by GRiT.
- 9.2. **INVOICE ISSUANCE.** GRiT is entitled to issue an invoice for the provision of services within the deadline agreed upon in the Contract for the Supply of Services or, if the deadline is not agreed, immediately after the provision of the ORiON Internet Application service. The invoice must meet all the requirements of a tax document in accordance with the relevant legal regulations. Payment of the price will be made by bank transfer to the GRiT account stated on the invoice. The day on which the payment was credited to the GRiT account is always decisive for the timeliness of the payment. Payments received on the account of GRiT, regardless of the purpose specified, may be used by GRiT at its discretion first to cover the oldest due receivable from the Client. The Contracting Parties undertake, where necessary, to confirm to each other their recorded liabilities and receivables.
- 9.3. **ELECTRONIC INVOICING.** In accordance with Section 26 of Act No. 235/2004 Coll., on Value Added Tax, as amended, the Client provides GRiT with consent to the issuance and use of a tax document (invoice) in electronic form, where 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 Contracting Parties.
- 9.4. **ELECTRONIC INVOICING USING THE ORION INTERNET APPLICATION.** At the Client's request, it is possible to send tax documents (invoices) for the services provided under the Contract for the Supply of Services in data form using the ORiON Internet Application.

10. Intellectual Property Rights

- 10.1. For the purposes of the Contract for the Supply of Services, GRiT declares that it has all the necessary authorizations for the ORiON Internet Application, i.e. either it is the exclusive holder of the economic rights (copyright) to the computer program constituting the ORiON Internet Application, or it has the rights and consents to dispose of the computer program, or it is a computer program whose licenses allow GRiT to use this computer program even without a defined consent. GRiT declares that the use of the ORiON Internet Application is not in conflict with the copyright or other rights of third parties, and that nothing prevents GRiT from providing the Client with the services of the ORiON Internet Application to the extent stipulated in the Contract for the Supply of Services.
- 10.2. For the avoidance of doubt, GRiT is in no way obliged to provide, make available or publish any source codes for any software, unless expressly agreed between the Contracting Parties.
- 10.3. The Client declares that it will 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 exclusively legal software when using the ORiON Internet Application.

11. Protection of confidential information

- 11.1. The Contracting Parties agree that when providing the ORiON Internet Application under the Contract for the Supply of Services, information may be communicated to each other, which the Contracting Parties consider confidential and are not interested in its disclosure.
- 11.2. **DEFINITION OF CONFIDENTIAL INFORMATION.** The Contracting Parties consider confidential information to be any information that meets the following criteria:
- a. it is information or documentation provided by one Contracting Party (the "**Disclosing Party**") to the other Contracting Party (the "**Receiving Party**") orally or in writing, and
 - b. it is information or documentation that can be described as a fact of competitive importance, determinable, appreciable and commonly unavailable in the relevant circles, which according to its originator or owner should be kept secret.

- 11.3. For the avoidance of doubt, the Contracting Parties state that for the purposes of the Contract for the Supply of Services, they also consider the following information to be confidential:
- a. information on the rights and obligations of the Contracting Parties, as well as information on the prices of ORiON Internet Application services that are not publicly available;
 - b. information relating to any of the Contracting Parties, its supplier or customer, in particular information about its activities, structure, economic results, know-how;
 - c. any technical information, in particular product information, product development or descriptions of functions, performance, specifications or tender documentation and other technical documents, including manuals, technical procedures and processes and other expertise, in particular technical knowledge;
 - d. all confidential information and data that the Client enters on the GRiT servers via the ORiON Internet Application;
 - e. all confidential information and data that GRiT makes available to the Client via the ORiON Internet Application.
- 11.4. The following information is not considered confidential:
- a. which have become publicly accessible, unless this has been done in breach of the obligation to protect them by the Contracting Party;
 - b. obtained by the Receiving Party on the basis of a procedure independent of the contractual relationship established by the Contract for the Supply of Services or to the other party, if the Receiving Party is able to prove this fact;
 - c. provided by a third party who did not obtain such information in breach of the obligation to protect it;
 - d. published by the Receiving Party with the prior written consent of the Disclosing Party.
- 11.5. The Contracting Parties undertake to protect, respect and not disclose this confidential information to third parties, even as a result of negligence, not to use any confidential information of the Disclosing Party for their own use, for the needs of their own business, or for the needs of any third party, without the prior written consent of the Disclosing Party.
- 11.6. **HANDLING OF CONFIDENTIAL INFORMATION.** The Receiving Party undertakes to make all efforts that can be reasonably required of it to prevent access to the above confidential information by any unauthorized third party and to protect the confidential information in at least the same manner as it protects its trade secrets, but always in the manner customary for the protection of such confidential information.
- 11.7. The Receiving Party is 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 performance of their activities. At the same time, the Receiving Party is obliged to ensure that these entities comply with the rules for the handling of confidential information at least to the extent stipulated in these Terms and Conditions of ORiON. The Receiving Party shall be fully liable for any breach of confidentiality obligations committed by a third party to whom such Party has or should have bound to confidential information.
- 11.8. Should a situation arise in which it can reasonably be assumed that the confidentiality of confidential information will be threatened, the Contracting Party in which such a situation has arisen undertakes to notify the other Contracting Party of this fact without undue delay.
- 11.9. For the avoidance of doubt, it is stipulated that all confidential information remains the property of the Disclosing Party and no rights or other rights are granted to the Receiving Party with respect to such information.
- 11.10. The Disclosing Party acknowledges that the Receiving Party is obliged to disclose some of the Confidential Information to state authorities in exceptional cases expressly provided for by law. In such a case, the Receiving Party shall be obliged to inform the Disclosing Party of this procedure and of the extent of the requested disclosure immediately after being requested by the state authorities to disclose such information.
- 11.11. The Receiving Party undertakes to treat the Confidential Information in accordance with this Article of the Terms and Conditions of ORiON for the entire existence of the Confidential Information, even after the termination of the contractual relationship between the Disclosing Party and the Receiving Party, when it may have used such information, unless such information is published or disclosed.
- 11.12. The Contracting Parties have agreed that GRiT may share confidential information obtained from the Client with related parties, i.e. persons in which GRiT holds an ownership interest. In such a case, GRiT is obliged to inform such a person of the obligation to maintain confidentiality regarding confidential information at least to the extent stipulated in these Terms and Conditions of ORiON.

12. Handling of personal data

- 12.1. GRiT proceeds with the processing of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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 the principles and procedures of GRiT personal data processing is provided in the Information on the processing of personal data, which is published on [the https://www.grit.eu/cs/o-nas/gdpr/](https://www.grit.eu/cs/o-nas/gdpr/) ("**Information on the processing of 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 servers, the Client acts as the personal data controller and GRiT as the personal data processor.
- 12.3. GRiT declares that the ORiON Internet Application meets the conditions for the security of personal data within the meaning of Article 32 et seq. of the GDPR. The ORiON Internet Application fulfils, taking into account the current state of the art and computer programs, the conditions for: (a) the ability to ensure the constant confidentiality, availability and resilience of the processing system, (b) the ability to restore the availability of personal data and access to them 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 Internet Application enables the Client to comply with the requirements set out in the GDPR in relation to data subjects and to the fulfilment of 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 of access, fulfilling the right to rectification, fulfilling the right to erasure, fulfilling the right to restriction of processing, fulfilling the notification obligation, compliance with the right to data portability, compliance with the right to object, compliance with the right arising from automated decision-making or profiling, fulfillment of other rights of data subjects within the meaning of the GDPR. The Client acknowledges that the ORiON Internet Application is prepared and enables the fulfilment of the rights of data subjects, but the Client as the controller of personal data is responsible for ensuring their implementation and fulfilment.
- 12.5. GRiT declares that the data which the Client has or will have stored within the infrastructure of the ORiON Internet Application is stored within infrastructure 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 DPO with the necessary cooperation to fulfil its obligations under the GDPR.
- 12.7. GRiT is not responsible for whether the Client, as a personal data controller, has legal titles to process personal data.

- 12.8. GRiT as a processor within the meaning of Article 30 (2) of the GDPR shall keep records of the processing activities carried out for the Client in an appropriate manner, to the extent specified in the cited Article of the GDPR, in the event that this obligation is determined under the relevant provisions of the GDPR.
- 12.9. In the event that the Client undertakes to comply with codes of conduct within the meaning of Article 40 of the GDPR, the Client shall inform GRiT of this fact, and the latter shall be obliged to comply with these codes in a reasonable manner.
- 12.10. GRiT is entitled to reimbursement of costs that may be incurred as a result of or in connection with compliance with the Client's instructions for the purpose of providing services or any of its obligations arising from these Terms and Conditions of ORiON or from the applicable law. The amount of compensation is set out in the valid GRiT price list.
- 12.11. The Client agrees that GRiT processes and analyses the Client's data for purposes that are necessary for the operation of the service, such as informing the Client about the use of the services, billing for services, linking reports to business cases and for improving and expanding its services and their quality for the Client.
- 12.12. **PERSONAL DATA PROCESSING AGREEMENT.** By concluding the Contract for the Supply of Services, the ORiON Terms and Conditions automatically conclude a personal data processing agreement pursuant to Article 28 of the GDPR with the following content:
Subject of processing: The subject of processing is personal data that the Client stores on GRiT servers in connection with the use of the ORiON Internet Application.

Processing period: GRiT processes personal data for the duration of the Contract for the Supply of Services and subsequently for a period of 11 years from the date of termination of the Contract for the Supply of Services for the purpose of the agreed archiving of the transmitted Messages, unless the Parties agree otherwise.

Nature and purpose of processing: The purpose of the processing is the fulfilment of obligations under the Contract for the Supply of Services, in particular the provision of data space for the purpose of storing the Client's data via the ORiON Internet Application.

Type of personal data processed: Data necessary for the purposes of the business relationship. This will include in particular basic personal data (name, surname, company registration number, place of residence/place of business), contact personal data (telephone, e-mail), bank details.

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

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

- a. process personal data only on the basis of the Client's documented instructions;
- b. to ensure that the authorised staff of the GRiT who come into contact with personal data are bound by a duty of confidentiality, even after the processing of personal data by the GRiT has been terminated;
- c. implement appropriate technical and organisational safeguards to ensure a level of security appropriate to the risk; GRiT undertakes to process and document the adopted and implemented technical and organizational measures to ensure the protection of personal data in accordance with the law and other legal regulations, while ensuring, controlling and being responsible for the fulfilment of instructions for the processing of personal data by persons who have direct access to personal data, and also takes measures to prevent unauthorized persons from accessing personal data and the means of processing, unauthorized reading, creation, copying, transmission, modification or deletion of records containing personal data, and undertakes to take measures to determine and verify to whom the personal data have been transferred;
- d. in the area of automated processing of personal data, as part of the measures under the previous point, to ensure that systems for the automated processing of personal data are used only by authorised persons, that natural persons authorised to use systems for the automated processing of personal data have access only to personal data corresponding to the authorisation of those persons, namely on the basis of special user authorisations established exclusively for such persons, to use electronic records that make it possible to determine and verify when, by whom and for what reason personal data were recorded or otherwise processed and to prevent unauthorized access to data carriers;
- e. to take such measures to prevent unauthorized or accidental access to personal data, their alteration, destruction or loss, unauthorized transfers, other unauthorized processing, as well as other misuse of personal data. Such an obligation applies even after the termination of the processing of personal data by GRiT;
- f. take into account the nature of the processing and assist the Client through appropriate technical and organizational measures in fulfilling the Client's obligation to respond to requests for the exercise of data subject rights set out in Chapter III of the GDPR (Data Subject Rights);
- g. assist the Client in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR (Personal Data Security), taking into account the nature of the processing of information held by GRiT;
- h. to report to the Client cases of personal data breaches without undue delay (e.g. in the form of unauthorized access by a third party to the data storage), reporting of a personal data breach will be made in accordance with Articles 33 and 34 of the GDPR;
- i. provide the Client with all the information necessary to prove that the above obligations have been fulfilled and enable the Client to check the fulfilment of the said obligations. In the event of an inspection, GRiT undertakes to provide the Client with cooperation;
- j. that, in accordance with the Client's decision, it will either delete all personal data or return it to the Client after the termination of the provision of the ORiON Internet Application service and delete existing copies, unless the legal regulations stipulate the obligation to store the personal data.

MONITORING OF LEAKS AND TRANSMISSION OF FINDINGS: The Client agrees and instructs GRiT to monitor leaks and indicators of compromise of GRiT accounts and domains and to transmit the results to the Client if affected by the leak. In doing so, GRiT processes only the necessary scope of data: the date or estimate of the time of the leak, the username or e-mail to which the discovery relates, the service to which the account belongs, the name of the device from which the user information has leaked; does not download or store passwords or other authentication data. GRiT shall hand over the finding to the Client without undue delay and shall provide the Client with cooperation pursuant to Articles 32 to 36 of the GDPR and this provision of the Terms and Conditions of ORiON. The data obtained by monitoring will be retained by GRiT only for the time necessary to document the finding and make remedies, no longer than 90 days from the handover of the finding to the Client. If GRiT finds an indication of compromise of the Client's accounts/domains outside the scope of the order, it is entitled to process only the minimum scope of data necessary for the initial notification of the Client and will suspend further processing until the delivery of the Client's order.

OTHER PROCESSORS: The Client consents to GRiT involving other processors in the processing of personal data. However, GRiT is obliged to bind them to the same extent according to this article of the Terms and Conditions of ORiON and the GDPR. GRiT shall inform the Client of

any intended changes concerning the acceptance of additional processors or their replacement and shall give the Client the opportunity to object to such changes.

13. Defects in performance

- 13.1. The rights and obligations of the Contracting Parties regarding the rights arising from defective performance are governed by the relevant generally binding regulations and the provisions in this Article of the Terms and Conditions of ORiON, unless otherwise agreed between the Contracting Parties, whereby GRiT is liable for defects only if they are based on its activities or were caused by a breach of its obligations arising from the Contract for the Supply of Services.
- 13.2. **EXCLUSION FROM RIGHTS FROM DEFECTIVE PERFORMANCE.** GRiT is not responsible for defects:
- if they originate from defects in the Client's cooperation (in particular for defects arising in connection with improper use and settings of the ORiON Internet Application or other hardware or software by the Client or third parties, or failure to provide the necessary cooperation by the Client);
 - caused by extraordinary and insurmountable obstacles arising independently of the will of GRiT (e.g. throughput and speed of the Internet network, virus attack, change of the agreed interface between information systems, etc.);
 - consisting in the factual accuracy of the transmitted data;
 - for the functionality of HW and SW products of third parties on stations and servers, or for damages caused by such HW and SW products.

14. Scope of liability for damage

- 14.1. **EXCLUSION OF LIABILITY OF THE CONTRACTING PARTIES.** To the extent permitted by applicable law, none of the Parties shall be liable:
- for damage incurred as a result of a materially incorrect or otherwise erroneous assignment received from the other Contracting Party, if the party that was supposed to perform according to such assignment could not recognize that it was an erroneous assignment;
 - for damage incurred as a result of delay in the performance of obligations by the other Contracting Party (e.g. failure to provide cooperation);
 - for lost profits of the other Party and claims of third parties against the other Party;
 - for a delay caused by circumstances excluding liability, where an obstacle that occurred independently of the will of the obligated party and prevents it from fulfilling its obligation is considered to be circumstances excluding liability, if it cannot be reasonably assumed that the obligated party would have averted or overcome this obstacle or its consequences, and that it would have anticipated the obstacle at the time of its occurrence. Liability is not excluded by an obstacle that arose only at a time when the obligated party was in default with the performance of its obligation or arose from its economic circumstances. The effects excluding liability are limited only to the duration of the obstacle to which those obligations are attached.
- 14.2. **GRiT DISCLAIMER.** GRiT shall not be liable for any damage to the Client arising from the temporary partial and/or complete unavailability of the ORiON Internet Application to the extent permitted by applicable legislation and the Contract for the Supply of Services, as well as for any direct or indirect damage caused in particular:
- improper use and incorrect settings of the ORiON Internet Application, or failure to provide the necessary cooperation by the Client, where improper use of the ORiON Internet Application for the purpose of these Terms and Conditions of ORiON means the use of the ORiON Internet Application contrary to the submitted documentation and methodological instructions, and incorrect setting of the ORiON Internet Application for the purpose of these Terms and Conditions of ORiON means incorrect fulfilment of the parameters of the ORiON Internet Application by the Client (e.g. granting access rights to the user, setting up application notifications, etc.);
 - operational incidents caused by changes to the system environment made by the Client or a third party;
 - failure to meet the minimum system or other requirements for the operation of the ORiON Internet Application;
 - virus of the Client's local network or its computers by computer viruses (spyware, malware, ransomware, etc.), or by hacker attack or other similar external attack;
 - damage caused by improper functioning of the Client's technical equipment, operating system or network;
 - leaking the Client's access passwords to third parties;
 - the objective impossibility of performance by GRiT and other facts that are not within the power of GRiT (e.g. throughput and speed of the Internet network, quality or change in the connection of third parties, etc.);
 - for factual inaccuracy of the transmitted data (e.g. codes, text);
 - breach of the Client's obligation to provide cooperation or co-operation to which the Client has committed itself under the Contract for the Supply of Services and in the event that the Client is in default with the 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. At the same time, GRiT is not responsible for the functionality of HW and SW products of third parties on stations and servers, or for damages caused by such HW and SW products.
- 14.3. **LIMITATION OF LIABILITY.** In the event of damage on the part of the Client that was not caused intentionally or by gross negligence of GRiT, the Contracting Parties have agreed to limit the compensation of any damage incurred by the Client in such a way that the total compensation for damage that GRiT could 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 period of the last calendar quarter.

15. Sanction arrangements

- 15.1. In the event that the Client fails to pay the price for the services of the ORiON Internet Application within the due date, GRiT is entitled to suspend the provision of the ORiON Internet Application services until the outstanding amount is fully paid, without the suspension of the provision of the ORiON Internet Application being considered a breach of obligations on the part of GRiT. GRiT's entitlement to payment of the price for the services of the ORiON Internet Application for the period of suspension of its provision pursuant to the previous sentence of this point is not affected.
- 15.2. If the Client is in default by paying the price for the services of the ORiON Internet Application or its part under the Contract for the Supply of Services, GRiT is entitled to claim payment of a contractual penalty in the amount of 0.05% of the amount due for each day of delay;
- 15.3. In the event of a breach of the Confidential Information Agreement by the Receiving Party, the Disclosing Party is entitled to demand a contractual penalty of CZK 100,000 from the Receiving Party for each individual breach.
- 15.4. **DEFAULT OF THE OTHER CONTRACTING PARTY.** The deadlines for the performance of the related obligations of the other Contracting Party shall be extended by the period of delay of one of the Contracting Parties and it shall be deemed that the other Contracting Party shall not

be in default itself for the duration of the delay. In particular, GRiT is not in default in the event that the Client breaches its obligation to provide cooperation, to which it has committed itself under the Contract for the Supply of Services.

- 15.5. **OBJECTIVE IMPOSSIBILITY OF PERFORMANCE.** In the event that the default of any of the Contracting Parties occurred due to the objective impossibility of performance, it is considered that the delay did not occur for the entire duration of these reasons. The Contracting Party to whom the reasons for the objective impossibility of performance relate is obliged to immediately inform the other Contracting Party of the duration of the reason for the objective impossibility of performance at the e-mail addresses specified in the Contract for the Supply of Services.
- 15.6. **DAMAGES.** The payment of the contractual penalty pursuant to this Article of the Terms and Conditions of ORiON or other provisions of the Contract for the Supply of Services shall not affect the right of the injured party to compensation for damage caused by a breach of duty to the extent under the Contract for the Supply of Services and these Terms and Conditions of ORiON.

16. Termination of the Contract for the Supply of Services

- 16.1. **DURATION OF THE CONTRACT FOR THE SUPPLY OF SERVICES.** A Contract for the Supply of Services is concluded for an indefinite period.
- 16.2. **METHODS OF TERMINATION OF THE CONTRACT FOR THE SUPPLY OF SERVICES.** Unless otherwise agreed, the Contract for the Supply of Services may be terminated:
- a. **with a notice** period of 2 months, with the notice period starting on the day of delivery of the notice to the other Contracting Party;
 - b. **by withdrawing from the Contract for the Supply of Services.** Each of the parties may withdraw from the Contract for the Supply of Services due to a material breach of obligation by the other Party, in particular:
 - i. GRiT is entitled to withdraw from the Contract for the Supply of Services in the event of the Client's delay in the payment of the monetary performance under the Contract for the Supply of Services or its part for more than 4 weeks, and at the same time the Client shall not pay the amount due even on the basis of a written request from GRiT within an additional period of 7 days from the delivery of such a request;
 - ii. GRiT is entitled to withdraw from the Contract for the Supply of Services due to the Client's failure to provide the necessary cooperation, if this makes it impossible for GRiT to fulfil its obligations under the Contract for the Supply of Services, or if it threatens the security of the operation of the ORiON Internet Application service, and if GRiT has notified the Client in writing and provided the Client with a reasonable period of time to remedy the situation, and despite this, the remedy has not occurred;
 - iii. The Client is entitled to withdraw from the Contract for the Supply of Services in the event of GRiT's delay in fulfilling the obligation under the Contract for the Supply of Services to the agreed extent, except in cases of objective impossibility of performance, longer than 4 weeks, and at the same time GRiT fails to fulfil its obligation even on the basis of a written request from the Client within an additional period of 7 days from the delivery of such a request;
 - iv. in the event that the bankruptcy of the other Contracting Party within the meaning of Section 3 of Act No. 182/2006 Coll., the Insolvency Act, as amended, is finally decided by the competent court;
 - v. the other Contracting Party enters into liquidation, either by a decision of the competent court or the authorities of the Contracting Party; when the withdrawal is effective on the day of its delivery to the other Contracting Party, or on a later date specified in the written withdrawal.
 - c. **agreement of the parties.**
- 16.3. **CONSEQUENCES OF TERMINATION OF THE CONTRACT FOR THE SUPPLY OF SERVICES.** The Client acknowledges that upon termination of the Contract for the Supply of Services, termination takes place with effect ex nunc and the Client is not entitled to a refund of any monetary payments for services already provided under the Contract for the Supply of Services. The termination of the Contract for the Supply of Services does not terminate the provisions that are intended to continue after the cancellation of the Contract for the Supply of Services under the Act or the Contract for the Supply of Services. In particular, the termination of the Contract for the Supply of Services does not extinguish the right to compensation for damage or a contractual penalty under the Contract for the Supply of Services. The termination of the Contract for the Supply of Services also does not affect the agreement of the Parties on the manner of handling confidential information.
- 16.4. In the event of withdrawal from the Contract for the Supply of Services by GRiT due to the Client's delay in the payment of monetary benefits under the Contract for the Supply of Services, where the subject of the Contract for the Supply of Services are services consisting in the delivery of performance in the form of implementation services, development or other works, GRiT is entitled to terminate such works and withdraw from the Contract for the Supply of Services in writing in part or only to the extent of the agreed but not yet fulfilled performance. In such a case, the Client is obliged to reimburse GRiT all costs of work and other costs incurred so far for the performance of the Contract for the Supply of Services, as they will be quantified by GRiT, within 15 days from the date of GRiT's withdrawal from the Contract for the Supply of Services.
- 16.5. **CHANGE OF PROVIDER AND DELETION OF DATA.** The Client has the right to switch to another data processing service offered by another provider and to transfer the Exportable Data under the conditions set out below.
- a. **Client's choices when terminating the Contract for the Supply of Services.** The Client has the right to announce its decision at the end of the Contract for the Supply of Services, no later than on the last day of the notice period:
 - i. switch to another data processing service provider, in which case the Client provides the necessary data about this provider;
 - ii. move to the local ICT infrastructure;
 - iii. delete its Exportable Data and Digital Assets.
 - b. **Transitional period.** If the Client notifies at the latest during the notice period that he or she will be interested in switching to another data processing service offered by another provider after the expiry of the notice period, the Transitional Period of 30 days shall begin at the end of the notice period, during which GRiT shall provide the appropriate necessary assistance with the transition to another service provider, including the provision of all relevant information, shall maintain the continuity of provision, security and integrity of the service and informs the Client of possible risks. If the transition is not technically feasible within 30 days, GRiT shall notify the Client in writing within 14 working days of receipt of the request for a change of provider justifying the impossibility of making the switch within the given period and propose an alternative period of up to 7 months. The Client is entitled to extend the Transition Period once during the Transition Period. During the Transition Period, the Contract for the Supply of Services shall remain in force in full until the successful completion of the process of switching service providers, unless otherwise agreed between the Parties. If the Client decides to delete its Exportable Data and Digital Assets instead of changing providers, the Contract for the Supply of Services shall be terminated on the date of expiry of the notice period.

- c. **Data Retention and Disclosure Periods.** After the end of the Transition Period, the Client has the right to request a copy of its Exportable Data and Digital Assets at any time for a period of 30 days, which GRiT will provide to the Client no later than 30 calendar days from the receipt of the request.
- d. **Deletion.** After the expiry of the Data Retention and Disclosure Period, GRiT will completely delete all Exportable Data and Digital Assets of the Client, unless otherwise agreed between the parties or unless the deletion is contrary to legal regulations.
- e. **Residual copies and backups.** Residual copies may remain exclusively in backups for the duration of the rotation cycle, are encrypted and inaccessible for normal processing; they are deleted after the expiry of that period at the latest.
- f. **Internal data of GRiT.** Internal GRiT data necessary for the security and integrity of the service and/or data protected as trade secrets (e.g. security and system logs, platform telemetry, DR backups) are excluded from export and deletion.
- g. **Deletion confirmation.** At the Client's request, GRiT will provide a confirmation of deletion stating the date of deletion of the data and the latest date of cleaning the backups.
- h. **Formats and procedures.** GRiT will export using the formats and interfaces specified in the Data Register.
- i. **Fees.** GRiT does not charge fees for changing the provider and for the provision of related services according to this provision of the Terms and Conditions of ORION.

17. Other arrangements

- 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 purpose specified in the Contract for the Supply of Services. The Client undertakes not to perform any activity that could enable him or third parties to use the ORION Internet Application service without authorization. The Client is not entitled to provide the ORION Internet Application service in the form of a sublicense to third parties, or to otherwise assign the rights and obligations arising from any license granted. The Client acknowledges that it is strictly prohibited to:
 - a. perform any scraping and reverse engineering of the ORION Internet Application;
 - b. make unauthorized modifications to the ORION Internet Application;
 - c. decompile, modify the ORION Internet Application, modify it at the code level, reproduce the ORION Internet Application or any part thereof;
 - d. to explore the ORION Internet Application in order to uncover the principle of operation and create a similar product.
- 17.2. **ASSIGNMENT.** None of the Contracting Parties shall be entitled to assign its receivables arising from the Contract for the Supply of Services to any third party or to make them the subject of a lien established in favour of any third party, unless otherwise agreed by the Contracting Parties.
- 17.3. **COMMUNICATION.** The communication of the Contracting Parties takes place at the level of contractual or authorized representatives of both Contracting Parties agreed upon in the Contract for the Supply of Services. This is without prejudice to the possibility of the Contracting Parties to communicate through statutory bodies.
- 17.4. **DATA CHANGE.** The Client undertakes to inform GRiT of any changes to its data, including the data on the responsible persons specified in the Contract for the Supply of Services, within five (5) days from 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 such use.
- 17.6. **TRANSPARENCY.** GRiT maintains an up-to-date Data Register, which contains information on the location of data/infrastructure, subcontractors and technical, organisational and contractual measures taken against illegal access to data by third-country authorities. In the event of a request for access to data by third-country authorities, GRiT verifies the requests in terms of legality and proportionality, keeps records of received requests, provides data to the minimum extent possible to meet the legal requirement, and, if possible, notifies the Client whose data is in question without undue delay. Any changes to the Data Register shall be notified to the Clients at least 30 days before such change takes effect.

18. Final provisions

- 18.1. **DEVIATING FROM THE CONTRACT FOR THE SUPPLY OF SERVICES.** In the event that the provisions of these Terms and Conditions of ORION differ from the Contract for the Supply of Services, the provisions of the Contract for the Supply of Services, as an individual agreement between the Parties, shall prevail over these Terms and Conditions of ORION.
- 18.2. **RISK OF CHANGING CIRCUMSTANCES.** The Contracting Parties assume the risk of a change in circumstances in connection with the rights and obligations of the Contracting Parties arising on the basis of and in connection with the Contract for the Supply of Services. The Contracting Parties exclude the application of the provisions of Section 1765 (1) and Section 1766 of Act No. 89/2012 Coll., the Civil Code, as amended, to their contractual relationship established by the Contract for the Supply of Services.
- 18.3. **GOVERNING LAW AND DISPUTE RESOLUTION.** The Contract for the Supply of Services shall be governed by and construed in accordance with the laws of the Czech Republic, without regard to conflicts of law. Any disputes arising from the Contract for the Supply of Services shall be resolved exclusively by the courts of the Czech Republic, with local jurisdiction determined according to GRiT's registered office. If the dispute concerns the violation of the rights to process non-personal data, the Client is also entitled to contact certified dispute resolution entities, including the right to file a complaint at any time with the Czech Telecommunication Office, Sokolovská 58/219, 190 00 Prague 9.
- 18.4. **AMENDMENT OF THE CONTRACT FOR THE SUPPLY OF SERVICES.** The Contract for the Supply of Services may be amended or supplemented only in the form of written numbered amendments.
- 18.5. **CHANGE IN THE TERMS AND CONDITIONS OF ORION.** GRiT is entitled to unilaterally change the Terms and Conditions of ORION to a reasonable extent. GRiT is obliged to notify the Client of the fact that the Terms and Conditions of ORION 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 Terms and Conditions of ORION. The Client has the right to refuse changes to the Terms and Conditions of ORION by sending a notice of termination in writing in hard-copy form or by e-mail sent to GRiT's address; the notice period is agreed for a length that corresponds to the number of days remaining until the new version of the Terms and Conditions of ORION comes into effect. If the Client does not reject the changes to the Terms and Conditions of ORION that have been duly notified to the Client until the new version of the Terms and Conditions of ORION comes into effect, the relationship under the Agreement shall be governed by the new version of the Terms and Conditions of ORION in the version in which they were notified to the Client.
- 18.6. **EFFECTIVENESS OF THE TERMS AND CONDITIONS OF ORION.** These Terms and Conditions of ORION in their current wording are valid and effective from 1 April 2026.