

Auxiliary Services Terms and Conditions

SANEZOO EUROPE, s.r.o.

1. PREAMBLE

This document outlines the terms and conditions of the auxiliary services provided by SANEZOO EUROPE, s.r.o. ID: 06425259, registered office: Vlněna 526/7, 602 00 Brno, Czech Republic (hereinafter „Sanezoo“) to any business entity or non-business entity, in particular Sanezoo's customers (hereinafter “Customer”).

2. CONCLUSION OF THE AUXILIARY SERVICES AGREEMENT

1. The auxiliary services agreement shall be concluded in one of the following ways:
 - a. as a written stand-alone contract;
 - b. as a part of another written contract;
 - c. by Sanezoo's acceptance of purchase order issued by Customer;
2. The auxiliary services agreement shall always contain the following:
 - a. scope of services;
 - b. hourly rate;
 - c. determining whether services will be provided on-site or off-site.
3. No face-to-face, telephone, or other communication that does not result in a written contract shall be deemed to constitute the conclusion of a auxiliary services agreement.

3. OBJECT OF THE AUXILIARY SERVICES AGREEMENT

1. Object of the auxiliary services agreement is to provide Customer auxiliary services in the field of computer technology, including but not limited to installation and implementation support, troubleshooting and set-up of software and hardware owned or used by Customer.
2. Based on the auxiliary services agreement the Customer agrees to pay the total services price under conditions set in article “4. PAYMENT” of this Auxiliary Services Terms and Conditions.
3. The Customer shall always provide Sanezoo with complete instructions on what is the aim of provision of auxiliary services.
4. Based on analysis of the instructions provided by Customer Sanezoo shall determine the hourly scope of services needed to fulfil the instructions. In case that Customer does not agree with the hourly scope determined by Sanezoo, Sanezoo may refuse to provide auxiliary services.
5. In case that the hourly scope determined by Sanezoo will be found insufficient to fulfil instructions Sanezoo and Customer shall agree on additional hours of provision of services.

4. PAYMENT

1. Total services price consists of:
 - a. services price;
 - b. transport costs (if services are provided on-site);
 - c. accommodation and food costs (if services are provided on-site);
2. The services shall be paid hourly. The price of each hour of services provided shall be agreed.

3. The Customer shall pay the services price at the agreed time. In case the time is not agreed upon, the total services price shall be paid no later than the due date on the issued invoice.
4. The total services price shall be fully specified and paid in the agreed currency.
5. The total purchase price shall be paid by the payment method stated on the issued invoice.
6. If not agreed otherwise the total service price does not include taxes and customs fees. The Customer covers these taxes and customs.
7. In the case that the Customer is in default of payment of the total services price, the Sanezoo may demand payment of default interest at the rate provided for by Czech law and a contractual penalty of 0.1% for each day of delay. Payment of the contractual penalty shall not affect the claim for damages.

5. PROVISION OF OFF-SITE SERVICES

1. Most of the auxiliary services shall be provided off-site, meaning without the physical presence of Sanezoo's employees on the premises where the hardware is located.
2. Sanezoo shall provide off-site auxiliary services through remote access software that meets Sanezoo's privacy requirements.
3. The software provided by Sanezoo contains a possibility for Sanezoo to remotely connect to the hardware in order to provide auxiliary services.
4. During the provision of auxiliary services the hardware and software may not be operable, the Customer shall bear the costs of interrupting production.

6. PROVISION OF ON-SITE SERVICES

1. If agreed some of the auxiliary services may be provided on-site, meaning with the physical presence of Sanezoo's employees on the premises where the hardware is located.
2. If not agreed otherwise, on-site provision of auxiliary services shall be possible only in cases when the physical presence of Sanezoo's employee is necessary.
3. Customer shall provide sufficient level of access to their facility in order for Sanezoo to provide on-site services.
4. Customer shall bear the transport, accommodation and food costs of Sanezoo. These costs shall be a part of total services price.
5. During the provision of auxiliary services the hardware and software may not be operable, the Customer shall bear the costs of interrupting production.

7. LIABILITY FOR DAMAGES AND SANCTIONS

1. Sanezoo shall not be liable for any damages resulting from provision of auxiliary services based on wrong or incomplete instruction provided by Customer.
2. In case that auxiliary services provided by Sanezoo result in malfunction of hardware or software that may result in interruption of production, Sanezoo shall pay the Customer a contractual penalty which shall be lump sum compensation for damages. The contractual penalty shall be the amount of service price paid by Customer to Sanezoo during the one year period prior to the malfunction.

8. CONFIDENTIALITY

1. For the purposes of this Auxiliary Services Terms and Conditions, "Confidential Information" shall mean all information (including but not limited to any knowledge, trade secrets, data, drawings, samples, devices, demonstrations, know-how, any technical and scientific information, any information relating to software architecture, design, or code, any research and development information, any plans or projections and other materials of whatever description whether or not

subject to or protected by copyright, patent, trademark, registered or unregistered or otherwise) disclosed or communicated in writing, orally or in electric form in connection with this contract or the subcontracted work.

2. Sanezoo and/or Customer shall keep the Confidential Information disclosed or communicated to them by the other party, directly or indirectly, in strict confidence. Sanezoo and/or Customer shall not use the Confidential Information for any other purpose than specially stipulated in Auxiliary services agreement or Auxiliary Services Terms and Conditions. Sanezoo and/or Customer shall not be allowed to copy or reproduce in whole or in part any of the Confidential Information without written permission of the other party.
3. Sanezoo and Customer shall ensure that each of its employees having access to the Confidential Information complies with the terms and provisions Auxiliary Services Terms and Conditions. Sanezoo or Customer shall remain responsible for the actions and disclosures of its employees.
4. Confidential Information may only be disclosed as required by any applicable law, regulation, judicial or other legal order, provided that only such information as required by the governmental entity or body and uses reasonable efforts to secure confidential treatment for any such Confidential Information so disclosed.

9. FINAL PROVISIONS

1. Relationships and possible disputes arising from the auxiliary services provision and Auxiliary Services Terms and Conditions shall be settled exclusively under the law of the Czech Republic and shall be settled by the competent courts of the Czech Republic.
2. The Sanezoo handles the Customer's 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 in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC; the Sanezoo shall not process any personal data without the Customer's consent, unless the processing of personal data is covered by this regulation and possibly other legal provisions allow without consent. Information on the processing of personal data by the Lender is contained in detail in the Sanezoo's privacy policy.
3. Sanezoo may unilaterally change Auxiliary Services Terms and Conditions. In case that Auxiliary Services Terms and Conditions are changed, the Sanezoo shall inform the Customer about changes via e-mail. The Sanezoo may inform the Customer that a particular purchase agreement with Customer stays untouched by the change in Auxiliary Services Terms and Conditions, therefore the newer version shall not be applicable to such auxiliary services agreement.
4. Auxiliary Services Terms and Conditions come into force and effect on November 11th, 2023 repealing all the previous versions.