

GENERAL TERMS AND CONDITIONS OF PROVISION OF SERVICES

1. RECITALS

- (a) These General Terms and Conditions apply to all types of agreements (hereinafter the **Agreement**) entered into by and between **NeuronSW SE**, a company with its registered office at The Forge Technology Park, Branická 26/43, 147 00 Praha 4-Braník, Czech Republic, Id. No. 079 67 373, registered in the Commercial Register, kept by the Municipal Court in Prague under File No. H 2231, as the service provider (hereinafter the **Provider**) and any recipient of services under the Agreement (hereinafter the **Client**). The Provider and the Client are jointly referred to as the **Parties**, and each of them individually as a **Party**.
- (b) The provision of any services by the Provider to the Client shall be governed by (i) the Agreement entered into by the Parties, and (ii) these Terms and Conditions. In the case of any conflict, the Agreement shall prevail over these Terms and Conditions. The Client's terms and conditions shall not apply to the Agreement unless the Parties agree otherwise in writing.

2. INTERPRETATION AND DEFINITIONS

- (a) The terms "Client" and "Provider" also include their legal successors and each person authorised to act on their behalf.
- (b) Unless expressly stipulated otherwise, a reference to an article or annex means a reference to an article of or annex to these Terms and Conditions.
- (c) Unless expressly stipulated otherwise, reference to a provision of a legal regulation is a reference to a provision of the legal regulation as amended.

(d) The capitalised terms used in these Terms and Conditions shall have the meaning specified below:

- i. **Activation** has the meaning specified in Article of 4.2(g) these Terms and Conditions;
- ii. **Sensory Database** means a database of systematically sorted sensoric data, such as, but not limited to, image and audio recordings of machines and machinery together with information related thereto (labels, etc.), which is created by the Provider as the author of the database, containing labelled and specified (i) Provider's Recordings; (ii) anonymised Client's Recordings, if they are handed over to the Provider; and (iii) recordings obtained from publicly available sources.
- iii. **Copyright Act** means Act No. 121/2000 Coll., on copyright, rights related to copyright, and an amendment to certain laws (the Copyright Act), as amended;
- iv. **Price List** means the price list of the Services and Hardware provided, which forms an annex to the Agreement;
- v. **Dataset** means the Provider's Recordings, copies of the Client's Recordings (if provided by the Client to the Provider), Sensory Database and its analytically processed contents, and other visualised outputs from the Equipment;
- vi. **Confidential Information** means information as defined in Article 7 (*Protection of Confidential Information*) hereof;
- vii. **Client** has the meaning specified in Article 1(a) of these Terms and Conditions;
- viii. **Client's Recordings** mean audio, visual or any other recordings of machines and machinery (raw data without a label or other information, i.e. not in the form of a database) made by the Client independently of the provision of the Services and outside the Equipment and handed over to the Provider for the purpose of their inclusion in the Provider's Sensory Database, the provision of the Services and their use in the Equipment's machine learning;
- ix. **Other Client's Data** mean all other information provided by the Client in connection with the performance of the Agreement, in particular service manuals of the machines and other machine manuals,
- x. **Civil Code** shall mean Act No. 89/2012 Coll., the Civil Code, as amended.
- xi. **Fee** means the fee for the Services according to the Price List;

- xii. **Licence** means the non-exclusive, time-limited licence granted by the Provider to the Client to use the Software,
- xiii. **Licence Fee** means a fee for granting the Licence. For the avoidance of doubt, a Fee can be also charged if agreed in the Agreement,
- xiv. **Terms and Conditions** mean these general terms and conditions of provision of services;
- xv. **Provider** has the meaning specified in Article 1(a) of these Terms and Conditions;
- xvi. **Provider's Original Recordings** mean audio, image or any other recordings of machines and machinery (raw data without a label or any other information) made by the Provider independent of the operation of the Equipment on the Client's premises for the purpose of their use in the Equipment's machine learning;
- xvii. **Provider's Recordings** mean (i) the Provider's Original Recordings and (ii) Recordings of Operation;
- xviii. **Permitted Purpose** means the purpose for which Confidential Information is provided to the Receiving Party in relation to the provision of the Services under the Agreement;
- xix. **Accompanying Documents** mean all installation and user manuals, servicing instructions, designs, certificates and other documents provided to the Client in connection with the Agreement;
- xx. **Receiving Party** means the Party to which the other Party disclosed Confidential Information;
- xxi. **Services** mean services provided to the Client by the Provider on the basis of the Agreement consisting in sensoric data analysis with the aim to provide human-readable output with broad applicability (e.g. prediction of malfunction of machines and machinery, quality assurance, condition monitoring etc.) using the Equipment, i.e. Hardware and Software developed by the Provider, as described in these Terms and Conditions, or any other hardware if agreed with the Client;
- xxii. **Agreement** means the service agreement or any other relevant agreement entered into by the Provider and the Client, including any and all amendments thereto;
- xxiii. **Software** means the software developed, continuously supplemented, and updated by the Provider and installed on the Equipment, operated in cloud environment, or installed on

Client's device or hardware, if agreed with the Client, including its source code and related documentation;

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

3. EXECUTION OF THE AGREEMENT

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

4. PROVISION OF SERVICES

For the purpose of provision of the Services, the Parties can either agree that (i) the Provider will lend the Equipment to the Client, or (ii) the Provider will sell the Equipment to the Client.

4.1 Lending of the Equipment

- (a) If the Parties have agreed that the Equipment will be loaned by the Provider to the Client, the provisions of this subchapter shall apply.
- (b) The Equipment is lent to the Client for the agreed term of provision of the Services. The Equipment shall remain the property of the Provider throughout the term thereof. Within thirty days of termination of the Agreement, the Client is obliged to return the Equipment, including all its parts and sensors at its own expense to the Provider to the contact address specified in Article 11 (*Communication and Delivery*) hereof.
- (c) In the use of the Equipment and manipulation therewith, the Client is obliged to follow the Provider's instructions, whether in the form of the Accompanying Documents or in the form of specific written or oral instructions of the Provider.
- (d) If the Equipment is stolen or damaged (fully or partly) while it is lent to the Client, the Client shall compensate the Provider. The same shall apply if the Client fails to return the Equipment to the Provider in an undamaged and functional state within thirty days of termination of the Agreement. The amount of compensation for the Equipment (or its parts) shall be determined on the basis of the Price List.
- (e) Notwithstanding the aforementioned, reasonable wear and tear of the Equipment, which occurs based upon ordinary use according to the Provider's instructions, does not constitute damage that would give rise to the Provider's right to compensation.
- (f) In the case of innovation or development of a new version or configuration of the Equipment, the Provider may, at its own discretion, replace the Equipment lent to the Client for a new one; however, for the avoidance of any doubts, the Client is not entitled to demand the replacement from the Provider.

4.2 Sale of the Equipment

- (a) If the Parties have agreed that the Equipment will be sold by the Provider to the Client, the provisions of this subchapter shall apply.
- (b) The parties may also agree that the ownership of the loaned Equipment shall pass to the Client at a certain point of performance of the Agreement. In such a case, the provisions of the subchapter on the Lending of Equipment shall apply for the duration of the lease, and the provisions of this subchapter

shall apply to the transfer of ownership, except for the provision of a warranty, which is not to be provided in such a case.

- (c) The Provider sells the Equipment to the Client for the price specified in the Agreement or the Price List.
- (d) The provider provides a warranty on the Equipment for a period of 12 months. In the use of the Equipment and manipulation therewith, the Client is obliged to follow the Provider's instructions, whether in the form of the Accompanying Documents or in the form of specific written or oral instructions of the Provider. Any damage caused by failure to do so, as well as by reasonable wear and tear of the Equipment which occurs based upon ordinary use according to the Provider's instructions, is excluded from the warranty.
- (e) The Client is not entitled to resell the Equipment to third parties. Upon termination of the Agreement, the Client is obliged to wipe out the Equipment, i.e., delete all software that the device contains. The Provider is also entitled to perform the wipe-out remotely.
- (f) Upon termination of the Agreement, the Client may return the Equipment, including all its parts and sensors, at its own expense to the Provider for recycling to the contact address specified in Article 11 (Communication and Delivery) hereof.
- (g) The Parties agree that the Equipment is sold with a buyback reservation. On the basis of which the Client is obliged to sell the Equipment back to the Provider upon request. The Provider may request the buyback upon termination of the Agreement at a price listed in the Pricelist that takes into account the age and wear and tear of the Equipment.

4.3 Installation and Launch of Operation of the Equipment

- (a) As a rule, the Client shall install the Equipment at its own expense, based on the Accompanying Documents or specific servicing instructions given by the Provider to the Client together with the Equipment. After the completion of the installation of the Equipment, the Client shall inform the Provider accordingly.
- (b) It may be stipulated in the Agreement that the installation in the Client's premises shall be carried out by the Provider. In that case, the Client agrees to provide all cooperation necessary for the installation. If the installation is performed by the Provider, the Provider shall then issue a record of performed activities and specify the time they took to complete. The Client shall verify the correctness of the record by a signature.
- (c) The Equipment requires connection to the Internet unless the Parties have expressly agreed that the Equipment will be operated as a complete on-premise solution. The Internet connection is not part of

the Services, and unless agreed otherwise in the Agreement, the Client shall arrange for the Internet connection.

- (d) The means and format of recording sensoric data is set by the Provider based on the Provider's experience as the most suitable method for the given case and is under the Provider's control. The same applies to the Software settings for evaluation of recordings. A change in the manner of functioning of the Equipment resulting in a change in its functionalities or addition of new functionality of the Equipment shall always be notified to the Client not later than at the time when the change of the specific Equipment used by the Client is put into live operation.
- (e) The Client agrees to inform the Provider of any malfunctions of the Equipment or loss of connection, provide information on the operation of the machine that could affect the provided Service (e.g., downtimes, repairs, changes in configuration or operating regime), on the use of the Service and satisfaction with the functionality for the purpose of its further development, and if the Provider so requests, provide necessary co-operation to the Provider, or allow the Provider to physically repair or replace the Equipment.
- (f) In case of a malfunction or defect of the Equipment, the Provider is obliged to repair or replace the Equipment within thirty business days.. If it is not possible to provide the Services for the duration of the malfunction, it is considered an impediment on the part of the Client. I The Provider guarantees the proper functioning of the loaned Equipment only for the period of 12 months (the guaranteed period). The Client shall reimburse the Provider for any and all costs associated with such repair or replacement unless the repair was carried out within the guaranteed period or warranty period, as applicable.
- (g) After completion of the installation, the Provider, or the Client who has been provided with the relevant training by the Provider, shall initiate the Activation of the Service, during which the Software is remotely installed on the Equipment, connectivity, and signal is verified and the Software is calibrated for the needs of the specific monitored machine or purpose (hereinafter the Activation). Activation of the Service is usually completed within four weeks of completion of the installation. The Provider shall issue a confirmation of Service Activation to the Client.
- (h) During the term of the Agreement, the Provider shall allow the Client access to visualised outputs from the Equipment within the user interface. The Client may download copies of the outputs; however, the Client may not disclose them to any third party or publish them in any way.

4.4 Servicing and Management of the Equipment

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

4.5 Software

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

4.6 Access to Analytical Tools of the Equipment

- (a) Under the Agreement, the Client may use the outputs of the Equipment; the Provider calibrates the deployed algorithm for a specific monitored machine or purpose using the Provider's Recordings and Recordings of Operation or the Client's Recordings (if these were provided). Subsequently, the algorithm is further developed through regular updates of the Software and using the Recordings of Operation.
- (b) Within the Service Activation, the Provider shall create user accounts for the Client for access to analytical monitoring tools intended for persons specified by the Client in the Agreement or by e-mail delivered to the Provider through the Provider's web interface, unless the Service Activation is made by the Client pursuant to Article 4.2 (g).

4.7 Support and Reporting of Malfunctions

- (a) If the Client needs to contact the Provider for the purpose of customer support, e.g., reporting an error, a question, or a request, the Client shall contact the Provider by e-mail or telephone. Contact details are available on the company website.

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

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

4.8 Marketing

- (a) By placing an Order, Client authorises the Provider to use Client's trademarks, logos, name, or signs for marketing purposes. This means that the Provider may mention the Client as a customer of the Provider on the Provider's website and in other promotional materials such as advertising, press releases, interviews, promotional materials, or presentations. We will not use the Client's name if the Client is a natural person, and the substantive content provided by the Client continues to be governed by the confidentiality clauses in these Terms and Conditions.

5. FEE AND PAYMENT TERMS

- (a) For the Services provided, the Client agrees to pay the Fee to the Provider pursuant to the Agreement and the Price List. All prices in the Agreement and the Price List are specified, excluding VAT.
- (b) The Client shall pay the Fee on the basis of a tax receipt issued by the Provider in accordance with the legal regulations.
- (c) The Provider shall issue a tax receipt to the Client for the Services for each period agreed in the Agreement. The Provider shall always issue the tax receipt by the fifth day of the period for which it is issued and deliver it to the Client within three business days.
- (d) The Client shall pay the Fee within fifteen days of the issue of the relevant tax receipt.
- (e) Unless the Client requests any other procedure, tax receipts on the basis of the Agreement shall be delivered only in electronic form to the e-mail address specified in the Agreement.
- (f) The Provider makes the Services available to the Client within 30 days after the conclusion of the Agreement. The Fee starts to be payable after 30 days of the conclusion of the Agreement, irrespective of whether the Client performs the Activation and/or starts to use the Services.
- (g) If the Client is delayed with payment of the Fee to the Provider for more than 10 days, the Provider may suspend the provision of the Services to the Client and all the members of the Client's group until the debt and its accessions are paid in full.
- (h) The provisions of this subchapter shall also apply to any other payments pursuant to the Agreement and the Price List other than the Fee.

6. NATURE OF SERVICES AND LIABILITY

- (a) The Provider is obliged to inform the Client in electronic form of any suspension of provision of the Services for reasons on the part of the Provider only if the Provider is aware of the suspension in advance and the continuous duration of the interruption of operation of the Equipment exceeds 24 hours. The Provider shall not be liable for any suspension of the provision of the Services if caused by third parties or force majeure (e.g., cyber-attack, outage of electricity supply or telecommunication connection, incorrect servicing through service companies) or by the Client (e.g., incorrect handling of the Equipment, failure to ensure Internet connection, disconnection from power supply, damage to the Equipment, etc.).

- (b) The Provider provides the Equipment to the Client in a safe state for the provision of the Service. The Client is obliged to review periodically the safety of the Equipment, including its correct and safe connection to the power supply and notify the Provider of any malfunctions. If the Client fails to perform its obligations pursuant to this paragraph and any damage occurs as a result, the Provider will not bear any responsibility for such damage, and the Client agrees to compensate for such damage to the full extent.
- (c) The aim of the Service provided is to monitor sensoric inputs and predict possible defects of the monitored machines or other phenomena or to optimise the manufacturing process. Any notice of a possible defect of the monitored machines is always merely a warning of a deviation or irregularity in the sensory inputs. This is not unambiguous or exact information on the condition of the monitored machine or an identification of a specific defect in it. It is always up to the Client's expert assessment whether to adopt any measures based on the generated notice or not. For this reason, all liability of the Provider is excluded to the extent permitted by law. The Provider is especially not liable for any damage the Client may incur in relation to the provided Service if (a) a defect is not being detected by the Service provided or (b) a report is generated by the Service on possible occurrence of a defect that is not actually present or could not have been ascertained.
- (d) The Client acknowledges that service outages may occur during the performance of the Agreement. Such outages shall not be considered a default by the Provider or a breach of its contractual obligations. For the avoidance of doubt, it is agreed that in the event of an outage the Client is not entitled to a refund of the Fee, even in part.
- (e) The Client agrees to ensure undisturbed operation of the Equipment so that it is not possible to capture a signal or audio track other than the audio signature of the monitored machine and take all the necessary steps to prevent degradation, damage, or disruption of the audio recording and its quality in the operation of the Equipment. The Provider is obliged to provide the Client with the Services with professional care, however, in view of the nature of the outputs of the Equipment that are of informative nature only, and in view of the fact that the detection of sensoric signatures takes place in the Client's premises, the Provider is not liable for the contents and results of the output of the Equipment.
- (f) If the Client ensures the connection of the Equipment to the Internet by itself, the Client is obliged to allow the Provider to access the Equipment through remote administration tools.

7. PROTECTION OF CONFIDENTIAL INFORMATION

7.1 Provision of Information

- (a) In relation to the provision of the Services, the Disclosing Party has made available and/or will make available certain selected information that is confidential and that the Receiving Party is obliged to protect in accordance with the provisions of these Terms and Conditions.
- (b) The Disclosing Party intends to provide the Client with Confidential Information exclusively for the Permitted Purpose.

7.2 Protection of Confidential Information

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

the term Confidential Information also includes all information and materials concerning the Provider's products and software products as well as development procedures, including, but not limited to,

configuration techniques, information and classification techniques, user interface, application for programming interface, data modeling and management of the technology, data structures and any other information concerning the Provider's software products, including those derived from testing or other use.

- (b) To the extent to which the Confidential Information is not publicly accessible as of the date of execution of the Agreement or does not become publicly accessible after the date of execution of the Agreement, otherwise than as a result of a breach of the Receiving Party's obligations under this Article 7 (*Protection of Confidential Information*), the Receiving Party agrees:
- i. not to use the Confidential Information for any purpose other than the Permitted Purpose;
 - ii. not to disclose or otherwise make available any Confidential Information to another person except for:
 - A. disclosure of the Confidential Information to which the Disclosing Party grants its prior written consent;
 - B. the case when such disclosure is required by a generally binding legal regulation, the disclosure occurs within the minimum extent required by the given regulation, and the Receiving Party informs the Disclosing Party of such a disclosure duty in writing immediately after becoming aware of it, but in any case before the disclosure of the Confidential Information for that purpose;
 - iii. protect the Confidential Information from disclosure to any third party other than a member of the Receiving Party's Team and take all reasonable technical and organisational measures to prevent unauthorised or unlawful disclosure or provision of the Confidential Information to any third party at variance with these Terms and Conditions;
 - iv. return, at the written request of the Disclosing Party, all underlying documents and storage media on which the Confidential Information was and/or will be provided to the Receiving Party, and delete all Confidential Information from the Receiving Party's storage media on which the Confidential Information are stored or destroy such media.
- (c) To avoid any doubt, no use of the Dataset (including its publication or disclosure to a third party) by the Provider shall constitute a breach of the obligations under Article 7 (*Protection of Confidential Information*).

7.3 Other obligation

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

7.4 Compensation for Damage

- (a) The Receiving Party is aware that any breach of the obligations stipulated in Article 7 (*Protection of Confidential Information*) could cause irreparable harm to the Disclosing Party. The Parties agree that the Receiving Party is liable to, and is obliged to compensate, the Disclosing Party for any and all potential damage and, furthermore, any intangible damage incurred by the Disclosing Party as a result of breach of the obligations under Article 7 (*Protection of Confidential Information*) by the Receiving Party; (i) the obligations hereunder 7 (*Protection of Confidential Information*), as well as (ii) the obligations stipulated by the legal regulations regarding the protection of Confidential Information. The Parties agree that any compensation for damage under Article 7 (*Protection of Confidential Information*) shall be provided in money.
- (b) If, based on any legal regulation, court or other decision or as a result of any other fact, the Disclosing Party becomes obliged to pay any amount for the benefit of any third party in connection with the breach of the Receiving Party's obligation under this Article 7 (*Protection of Confidential Information*), the Receiving Party agrees to perform the above-specified obligation (debt) vis-à-vis the third party on behalf of the Disclosing Party without any regression claim for payment of such amount vis-à-vis the Disclosing Party.
- (c) If (i) any member of the Receiving Party's Team to whom the Confidential Information has been disclosed and/or (ii) any other person to whom the Confidential Information has been disclosed with the consent of the Disclosing Party fails to perform any of its obligations or limitations concerning the use of the Confidential Information set out in this Article 7 (*Protection of Confidential Information*) in

relation to the Receiving Party, the Receiving Party shall be liable vis-à-vis the Disclosing Party for the breach of this Agreement to the same extent as if the Receiving Party breached such obligations itself, regardless of whether or not the information was provided to the respective person in accordance with the provisions of this Article 7 (*Protection of Confidential Information*).

8. INTELLECTUAL PROPERTY

8.1 Provider's Rights to the Software

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

8.2 Provider's Original Recordings and Recordings of Operation

- (a) The Provider, as the producer of the Provider's Original Recording within the meaning of Section 75 of the Copyright Act, created the Provider's Original Recordings to which the Provider has all the rights, including, but not limited to, the exclusive right to use the sensoric recording. None of the Provider's rights to use the Original Recordings is granted to the Client on the basis of the Agreement.
- (b) To avoid any doubt, within the provision of the Services, the Provider may record the Recordings of Operation and incorporate the anonymised Recordings of Operation in the Sensory Database. In any case, the Provider shall be deemed to be the producer of the Recording of Operation and shall be entitled to all proprietary rights pursuant to the Copyright Act in respect of each Recording of Operation, regardless of the ownership of the Hardware through which the Recording of Operation was captured. Any potential rights that may accrue to the Recordings of Operation directly to the Client are deemed to be transferred by the Client to the Provider free of charge upon their recording. The Provider can authorise the Client to use the Recording of Operation under the terms of a separate licence agreement concluded between the parties.

- (c) During the term of the Agreement, the Provider shall make copies of the Recordings of Operation that are not older than 18 months available to the Client for (i) access and (ii) analysis. The Client may not publish or otherwise provide or transfer these copies of the Recordings of Operation to third parties. The Provider does not grant to the Client any other rights to copies of sensoric recordings unless the Agreement stipulates otherwise.

8.3 Sensory Database

- (a) Within the meaning of Sections 88 to 89 of the Copyright Act, the Provider, as the author of the database, systematically identified the Provider's Recordings and organised them into the Sensory Database, and thus the Provider disposes of the author's exclusive special rights to the Sensory Database. The Provider has not made the Sensory Database accessible to the public.
- (b) On the basis of the Agreement or as a result of the provision of the Services to the Client, the Provider does not grant any right to use, lend, publish, extract, or re-utilize the Sensory Database or its analytical forms of processing by the Provider in any manner.
- (c) Any content of the Dataset, except Client Recordings, has the nature of the Provider's exclusive intellectual property and represents the Provider's business secrets in the sense of Section 504 of the Civil Code and know-how.

8.4 Client's Recordings and Other Client's Data

- (a) If the Client submits copies of the Client's Recordings to the Provider, the Client hereby agrees that copies of the anonymised Client's Recordings may be included in the Sensory Database. The Client transfers to the Provider free of charge the right to use copies of the Client's Recordings without any limitation in all possible manners of use; this right is not limited in terms of territory or time. The Provider is in no way limited in disposing of copies of the Client's Recordings.
- (b) If the Client submits any Other Client's Data to the Provider, the Client declares that it is entitled to do so and that the provision of Other Client's Data does not infringe any third-party rights, in particular intellectual property rights. The Client is obliged to indemnify the Provider for any damage that may arise to the Provider in connection with the provision of Other Client's Data by the Client, including any legal costs.

8.5 Client's Trademark

The Provider may want to publish the Client's name or logo on its website for the purpose of reference to the Services provided. Unless expressly agreed otherwise, the Client hereby agrees with the use of its commercial name, brand name, logo, or registered trademark on the Provider's website [www.neuronsw.com]. Such Provider's right shall be free of charge and shall not be limited in terms of territory or time.

9. GENERAL LICENSING TERMS

- (a) Terms under this subchapter are applied in addition to other provisions of these Terms and Conditions if the Provider has granted a Licence to the Client under the Agreement.
- (b) The Licence is granted as non-exclusive and for a Licence Fee, as provided in the Agreement unless agreed otherwise.
- (c) The Client is only entitled to use the Software on the number of machines for which the licence was granted. Use of the Software on more machines than the number of machines for which the License was granted shall be deemed a serious breach of the Agreement.
- (d) To the extent permitted by law, the Provider expressly prohibits any other use of the Software under the Licence than for the purpose of provision of the Services. The Client is, in particular, not entitled to make any copies or distribute the Software to third parties or make any modifications to the Software.
- (e) The Client is not entitled to grant a sublicense to the Software or assign the Licence to third parties unless agreed otherwise.
- (f) The Provider is entitled to make any changes, upgrades, reparations, or alterations of the Software or merge the Software with another software at its sole discretion during the duration of the Agreement.
- (g) The licence ceases to be effective upon termination of the Agreement or the dissolution of the Client and shall never pass to its legal successors.
- (h) For the avoidance of doubt, it is stated that even if the Software has been customized or created to the Client's requirements, the Agreement shall not be deemed a contract for work. Such software remains the property of the Provider and may be available to the Client under a licence only.

10. REVERSE ENGINEERING

- (a) The Client agrees not to replicate the Equipment, the Data (except for the Client's Recordings, not included in the Sensory Database), or the Software in any manner. This obligation of the Client includes a prohibition of reverse engineering.
- (b) The Client undertakes to refrain from any disposal with the Equipment, regardless of whether it is owned by the Provider or the Client, data contained in the Dataset other than Client Recordings or the Software in any other way than in accordance with these Terms and Conditions, the Agreement or the Provider's instructions, or for any purpose other than the provision of the Services, in particular from opening, examining, reconstructing or testing it in order to obtain the Provider's know-how or business secret embodied in it or from analyzing the Software's source code or its parts for any purposes other than those permitted in accordance with Section 66 of the Copyright Act. Allowing any third party to perform such conduct, even unintentionally, is also considered a breach of this obligation by the Client.

11. TERMINATION OF THE AGREEMENT

- (a) If not agreed otherwise, the Agreement is concluded for a fixed term of 12 months. If the Agreement is concluded for a fixed term, it is automatically extended for another one year unless it is terminated at least 3 months in advance of its anniversary, and this notice period expires before the anniversary of the Agreement.
- (b) For Agreements of indefinite term, any of the Parties may terminate the Agreement by a written notice sent to the other Party to the address specified in the Agreement. The notice period shall be 3 months, unless agreed otherwise, and shall commence on the first day of the calendar month following the day on which the written notice is delivered to the other Party.
- (c) The Parties may withdraw from the Agreement only in cases stipulated by law. The Parties may not withdraw from the Agreement in respect of performances that they have already provided to each other.
- (d) Any termination of the Agreement (including withdrawal) shall in no way prejudice the Provider's right to the copies of the Client's Recordings if they are transferred to the Provider; the right shall survive the termination hereof.

12. PERSONAL DATA PROTECTION

- (a) The Service is provided to the Client for the purpose of prevention of damage to the Client's property (especially damage to directly monitored machines, as well as, for example, buildings where the machines are located, or damage in the form of lost profits as a result of a breakdown of the machine) and protection of the health of persons present in the vicinity of the monitored machines. The use of the Provider's Services and operation of the Provider's Equipment in the Client's establishment is necessary for attaining this purpose. At the same time, the Provider is not able to achieve these results in a manner other than by providing the Services through the operation of the Equipment.
- (b) Given the nature of the Services provided and the functionalities of the Equipment, it is not possible to prevent the Equipment from recording, in addition to the sounds of the monitored machine also the voices of persons present in its vicinity. The Client agrees to take reasonable measures to ensure that no human voice or video can be recorded in a discernible form in the provision of the Services at the place where the Equipment is installed so that it could be considered personal data.
- (c) If, for objective reasons, the Client is not able to fulfill the obligation pursuant to Article 10 (b) of the Terms and Conditions, especially in cases where it is necessary for persons whose voice may be recorded in a discernible form by the Equipment to be present in the vicinity of the Equipment, the Provider is obliged to inform the data subjects concerned of this fact in advance and, at the same time, inform them of the possibility of processing personal data by labeling the building or premises in which the Equipment is installed with the information that forms Annex 1 to the Terms and Conditions. In such a case, the building or premises in which the Equipment is installed must be labeled with such information so that the data subject is informed of the possibility that his/her voice may be recorded before entering the building or premises. However, even in such a case, the Client is obliged to adopt measures to minimise the possibility that the human voice will be recorded in a discernible form.
- (d) The Client agrees to inform the Provider without delay of each individual case where the voice or visuals of any person have been recorded. Such information must also include information on the exact time period in which such recording occurred or could have occurred (i.e., by specifying the date and specific time when the recording began and the time when the recording ended) so that the Provider is able to delete the recording. In such a case, the Provider shall check the recording and if it contains a recording of the human voice in a discernible form, the Provider shall delete the recording without delay. If no human voice is captured on such a recording in a discernible form, the Provider shall inform the Client of this fact. The Client hereby agrees that until the Client receives information from the Provider that no human voice or video is captured on the relevant recording in a discernible

form, the Client shall not dispose of or process such a recording in any manner. The Client hereby acknowledges that it shall pay the Provider's costs of performing an inspection of the audio recordings pursuant to this provision in accordance with the Price List. At the same time, the Client acknowledges that the recordings containing the human voice in a discernible form will be deleted by the Provider and, in case of their frequent occurrence, the effectiveness of the Services provided may decrease. If the Client fails to perform its obligations pursuant to this paragraph and the Provider incurs damage as a result, including any public-law penalty imposed on the Provider, the Client agrees to indemnify the Provider and compensate such damage to the full extent in money.

13. COMMUNICATION AND DELIVERY

Unless expressly agreed otherwise, the Client may use contact details available at [www.neuronsw.com] for communication with the Provider.

14. GENERAL AND FINAL PROVISIONS

14.1 Amendments to the Terms and Conditions and Replacement of Invalid Provisions

- (a) The Provider may unilaterally amend and supplement these Terms and Conditions, where the Provider shall inform the Client of the amendments at least one month in advance by e-mail, specifying the effective date of the marked amendments. The Client has the right to reject such changes to the Terms and Conditions and to terminate the Agreement for this reason with a notice period of twelve months..

14.2 Governing Law and Jurisdiction

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

14.3 Final Provisions

- (a) Exchange of e-mail or other electronic messages shall be deemed to be written unless agreed otherwise in these Terms and Conditions or the Agreement.

- (b) To avoid any doubts, the Parties hereby expressly confirm that they are entrepreneurs and enter into this Agreement in the pursuit of their business activities.
- (c) The Parties hereby assume the risk of a change in circumstances within the meaning of Section 1765 (2) of the Civil Code.
- (d) The Parties exclude the application of the provisions of Sections 557 and 1800 (2) of the Civil Code.

ANNEX 1



MONITORING WITH RECORDING TAKES PLACE IN THIS AREA

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

NeuronSW SE, ID. No.: CZ 079 67 373.

You can obtain detailed information on the system, please check the website www.neuronsw.com for the contact details.