General Terms of Delivery and Service

Company: SOFTLINK s.r.o.
Tomkova 409
278 01 Kralupy nad Vltavou
IČO: 27109682
Registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 96937, represented by Ing. Ivo Stach, Managing Director A, and Ing. Jaromír Charvát, Managing Director B.
In accordance with the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended, (hereinafter referred to as the "CC"), the company declares the following General Terms of Delivery and Service:

1. Subject of the General Terms

1.1 These **General Terms of Delivery and Service** (hereinafter referred to as "General Terms") define the conditions under which SOFTLINK s.r.o. delivers devices and provides services for the monitoring of water, energy, and media consumption, and other related services to customers.

1.2 The General Terms are part of every contract for the supply of equipment and provision of services between SOFTLINK s.r.o. as the supplier (hereinafter referred to as the "Provider") and a natural or legal person as the customer (hereinafter referred to as the "Customer").

1.3 These General Terms also apply to any additional agreements entered into between the Provider and the Customer unless otherwise agreed between the parties.

1.4 To carry out the services under these General Terms, the Provider uses a set of equipment and software applications from the CEM technological platform.

2. Definitions of Key Terms
In these General Terms, the following terms shall have the meanings as specified below. Their meaning remains unchanged even if used in the plural form. Terms listed in these General Terms apply to all contractual documents and are capitalized in all such documents.

2.1 **CEM Application** – A software application of the Provider used for collecting and processing data on energy and media consumption. The Provider operates, maintains, and develops the application at its own cost, offering it to its contractual partners for use as a service in return for a license fee (often referred to as an "Application Service Provider" model). All Customer data is stored, backed up, and archived in a central repository, with individual users accessing data related to their services via the public Internet using standard http/https protocols and utilizing the functions of the application for their needs.

2.2 **Service Level Agreement (SLA)** – Specifies the guaranteed availability of the service provided by the Provider under the conditions established by the Provider, including the guaranteed time for resolution in case of service outages. The SLA also defines the procedures for delivering the service, resolving errors, addressing planned outages, and handling emergency situations. The processes and procedures are binding for both the Provider and the Customer. The scope of the SLA is set forth in these General Terms unless otherwise agreed between the parties.

2.3 **End Device or Equipment** – A device that allows the Customer to use the provided services.

2.4 **End Consumer** – The user of the object.

2.5 **Contact Person** – A person responsible for facilitating the exchange of information between the parties concerning the performance of the contract and who is authorized to make binding decisions regarding the provision of services according to the contract. The Customer's contact persons are listed in the contract, and the Provider's contact person is always the customer service line operator.

2.6 **Authorized Person** – A person authorized to make legal actions on behalf of the contracting party.

2.7 **Authorized Signature** – A written or electronic signature of the Authorized Person based on a qualified certificate issued by an accredited provider of certification services according to specific legal regulations. The electronic signature may only be used if the Provider offers this option to the Customer. If the Customer opts to use electronic signatures in concluding contracts or communicating with the Provider, any references to "written" in these General Terms also encompass the use of electronic signatures.

2.8 **Order** – A document that may be part of the contract and specifies the technical and commercial conditions for providing the service, fees for the service, and other relevant details. If these details are stated in the contract, the Service Specification, or the Technical Specification, the Order is not part of the contract. An Order, accepted by the Provider concerning adjusting the scope of provided services (for example, increasing the number of Devices), is considered an amendment to the Solution Delivery Specification.

2.9 **Authorized Representative** – A person authorized to represent the contracting party concerning the execution of the contract.

2.10 **Provider** – The company Softlink, s.r.o., ID: 27109682, with its registered office at Tomkova 409, Kralupy nad Vltavou, Postal Code 278 01, registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 96937.

2.11 **Handover Protocol** – A document confirming the delivery of equipment according to the Solution Delivery Specification, signed by authorized representatives of the contracting parties. For the Provider, this is the technician who installs the equipment, and for the Customer, the person receiving the equipment at the agreed time and place.

2.12 **Access Credentials** – The login information for the Customer to access the CEM system.

3. Scope of Service

3.1 The Provider undertakes to provide the services as defined in the contract and specified in detail in the attached **Service Specification** or **Technical Specification**. These may include monitoring, data collection, and reporting on water, energy, and media consumption.

3.2 The Provider offers the Customer a combination of hardware and software solutions to meet the agreed service requirements.

3.3 The **CEM platform** (Central Energy Management) is a key component of the services, ensuring the collection, processing, and storage of energy and media consumption data, which is then made available to the Customer through secure web and mobile interfaces.

3.4 The services provided include regular system updates and maintenance. The Provider ensures that the system operates efficiently and reliably, with minimal disruptions.

3.5 The **Customer** is responsible for providing accurate information about the monitored objects (e.g., buildings, installations) and maintaining the functionality of the devices under their control, such as meters and sensors.

4. Responsibilities of the Parties

4.1 **Provider Responsibilities**
The Provider is responsible for:
- Delivering and installing the agreed equipment and software according to the terms of the contract.
- Providing access to the **CEM application** for monitoring consumption data.
- Ensuring the reliability and security of the system, including regular backups and data archiving.
- Responding to service outages or issues within the timelines specified in the **SLA**.

4.2 **Customer Responsibilities**
The Customer is responsible for:
- Ensuring that the devices (meters, sensors, etc.) installed in their facilities function properly and are not tampered with.
- Providing timely and accurate data necessary for the system to operate effectively.
- Using the provided software and hardware according to the instructions given by the Provider.
- Maintaining confidentiality of their **Access Credentials** and ensuring that only authorized individuals have access to the system.

5. Contractual Terms

5.1 The contract between the **Provider** and the **Customer** is deemed concluded upon mutual signing of the contract or the acceptance of an order by the Provider.

5.2 All details concerning the delivery of equipment and services, including the technical specifications and commercial terms, are defined in the contract or accompanying **Service Specification**.

5.3 The **Customer** acknowledges that any modifications to the scope of the services or equipment (such as adding or removing devices) require mutual agreement and the issuance of an amended **Service Specification** or an order update.

5.4 **Delivery Terms**:
- The Provider commits to deliver and install the agreed equipment at the location specified by the Customer within the timeframe stated in the contract.
- The installation and delivery process will be confirmed by a **Handover Protocol**, signed by both the Provider and the Customer.

6. Payment Terms

6.1 **Price**
The price for the services and equipment is determined based on the agreed terms in the contract or order, with additional details provided in the **Service Specification**.

6.2 **Invoicing**
The Provider will issue invoices based on the services rendered and the devices delivered according to the agreed schedule.

6.3 **Payment Terms**
Unless otherwise agreed in the contract, the Customer is obliged to pay the invoices within **14 days** of the issuance date. Late payments may be subject to additional fees or penalties.

6.4 **Taxes and Fees**
All prices stated in the contract exclude applicable taxes unless specified otherwise. The Customer is responsible for paying any applicable taxes, duties, or similar charges.

6.5 **Payment Method**
Payments should be made via bank transfer to the account specified by the Provider. All bank fees associated with the transfer must be covered by the Customer.

7. Service Level Agreement (SLA)

7.1 **Guaranteed Service Availability**
The **Provider** guarantees a minimum level of service availability as specified in the

Service Level Agreement (SLA), ensuring that the services remain operational for a defined percentage of time over a given period.

7.2 Incident Resolution
In the event of a service outage, the Provider commits to resolving the issue within the timeframe stipulated in the SLA. If the issue cannot be resolved remotely, on-site intervention will be arranged.

7.3 Scheduled Downtime
The Provider will inform the Customer in advance of any scheduled system maintenance or downtime. These periods will be outside of peak operating hours wherever possible.

7.4 Emergency Procedures
In the event of an emergency, the Provider will initiate predefined procedures to restore services as quickly as possible. These procedures are detailed in the SLA and include both communication protocols and technical measures.

8. Data Security and Privacy

8.1 Data Collection
The Provider will collect and process data from the **Customer's** devices (meters, sensors, etc.) solely for the purpose of delivering the agreed services.

8.2 Data Storage
All data collected through the **CEM system** will be stored in a secure, centralized repository, with regular backups to prevent data loss.

8.3 Data Access
Only authorized personnel, as defined by the Customer, will have access to the collected data. The Provider will ensure that the system is protected against unauthorized access or data breaches.

8.4 Compliance with Privacy Laws
The Provider complies with all applicable data protection and privacy laws, including the **General Data Protection Regulation (GDPR)**. The Provider is committed to safeguarding the personal and business information of the Customer.

9. Termination of the Contract

9.1 Contract Duration
The contract is valid for the period specified in the contract or until terminated by either party in accordance with the terms laid out in this section.

9.2 Termination by Mutual Agreement
The contract may be terminated at any time by mutual written agreement between the Provider and the Customer.

9.3 Termination by the Provider
The Provider may terminate the contract with immediate effect if:
- The Customer violates any significant contractual obligations.
- The Customer fails to make timely payments after being notified and provided a reasonable period to remedy the situation.

9.4 Termination by the Customer
The Customer may terminate the contract if the Provider fails to deliver the services as agreed and does not remedy the issue within a specified period after being notified.

9.5 Termination Notice Period
Unless otherwise specified, either party may terminate the contract with a notice period of **three months**. The notice must be submitted in writing.

9.6 Consequences of Termination
Upon termination of the contract:
- The Customer will immediately cease using the Provider's services.
- All outstanding payments for services rendered must be settled by the Customer.
- The Provider will remove or deactivate any equipment installed at the Customer's premises, unless otherwise agreed.

10. Warranties and Liabilities

10.1 Warranty Period
The Provider guarantees that the equipment and services delivered will function as specified in the contract for a warranty period of **12 months** from the date of delivery or installation, unless otherwise agreed.

10.2 Provider's Liability
The Provider is responsible for ensuring that the services and equipment provided meet the agreed specifications and will remedy any faults or defects that occur within the warranty period.

10.3 Exclusion of Liability
The Provider is not liable for:
- Defects or malfunctions caused by improper handling or use of the equipment by the Customer.
- Any interruptions or failures resulting from force majeure events, such as natural disasters, war, or strikes.
- Indirect or consequential damages, including lost profits or business disruptions.

10.4 Customer's Liability
The Customer is responsible for ensuring that the equipment is used in accordance with the instructions provided by the Provider and for maintaining the equipment in good working order.

11. Force Majeure

11.1 Definition
Neither party is liable for any delays or failures in performance caused by circumstances beyond their control, such as natural disasters, acts of war, governmental actions, or labor strikes.

11.2 Notification
The affected party must notify the other party in writing as soon as possible after the occurrence of a force majeure event. The notification must include details of the event and its expected impact on the performance of the contract.

11.3 Suspension of Obligations
In the event of a force majeure, the obligations of both parties under the contract are suspended for the duration of the event. The affected party must make all reasonable efforts to resume normal performance as soon as possible.

12. Dispute Resolution

12.1 Negotiation
In the event of any dispute arising from or related to the contract, the parties agree to first attempt to resolve the issue through negotiation.

12.2 Mediation
If the dispute cannot be resolved through negotiation, the parties may agree to submit the matter to mediation before taking further legal action.

12.3 Jurisdiction
If the dispute remains unresolved after mediation, either party may take legal action in the courts of the **Czech Republic**, which will have exclusive jurisdiction.

12.4 Applicable Law
The contract is governed by the laws of the **Czech Republic**, and all disputes will be resolved in accordance with Czech law.

13. Confidentiality

13.1 Confidential Information
Both parties agree to keep all information obtained in the course of their contractual relationship confidential and not to disclose it to any third parties without the prior written consent of the other party, except as required by law.

13.2 Duration
The obligation to maintain confidentiality remains in force for **five years** after the termination of the contract.

13.3 **Exclusions**

The confidentiality obligation does not apply to information that:

- Was already publicly available at the time of disclosure.
- Becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party prior to its disclosure by the other party.