

## **A) GENERAL PART**

### **1. General provisions**

1.1. These General Terms and Conditions of Arkance Systems CZ s.r.o. (hereinafter "GTC") regulate legal relations created by contracts concluded between company Arkance Systems CZ s.r.o., Company Registration Number (IČ): 26197081, based at Praha 4, Líbalova 2348/1, PSČ 149 00, registered in the Commercial Register kept by the Registry Court in Praha, Section C, Entry 350100, (hereinafter the "company Arkance Systems CZ s.r.o."), as the supplier in the sense of article 2 hereof, and the customer. These GTC shall govern legal relations created by all purchase contracts, contracts for work, service contracts, contracts for the provision of digital content, in particular contracts for the transfer of software licences, contracts on subscription service, contracts on maintenance service and combinations thereof, as long as the company Arkance Systems CZ s.r.o. is on the side of the seller, contractor or provider and unless the parties of a specific contract expressly agree otherwise in writing. These GTC are available on the Internet ([www.arkance-systems.cz](http://www.arkance-systems.cz)).

1.2. The contracting parties have agreed that the GTC provisions shall be used unless a particular contract includes a specific provision to exclude or replace provisions of GTC.

1.3. These GTC shall also govern legal relations created by contracts concluded between the company Arkance Systems CZ s.r.o. and the customer which were not concluded in writing. In that case it is not possible to exclude or replace a particular provision of these GTC by an agreement of the parties.

### **2. Definition of terms**

2.1 A contract shall mean a purchase contract, contract for work, service contract, digital content contract or combinations thereof.

2.2 The supplier shall mean the company Arkance Systems CZ s.r.o., in the capacity of a seller, contractor or provider.

2.3 The customer shall mean a buyer, customer, recipient or licensee.

2.4 A supply shall mean a delivery of goods, performance of a work, provision of servicing or digital content.

2.5 The subject matter of the supply shall mean goods, work, servicing or digital content.

2.6 Digital content means an item in digital form, in particular computer programs and applications and other data created and provided in digital form, including the provision of a subscription service.

2.7 The place of supply shall mean the place of goods delivery, place of work handover, place of provision of servicing, place of installation or digital content handover.

2.8 The price shall mean an agreed price of the goods, price of the work, price of servicing, the price of the digital content, in particular the consideration for the transfer of software licences or the price of the subscription service.

2.9 The performance of supply shall mean fulfillment of the supplier's obligation to supply the subject matter of the supply.

2.10 A software license for the purposes hereof shall mean:

a. an authorization to exercise the right to use the software as defined in Section (§) 12 of the Act No. 121/2000 Coll., on copyright and related rights and on amendments to some other acts (hereinafter the "Copyright Act"),

b. a right of ownership or another right to a reproduction of software (computer program) for the purpose of its use and not for the purpose of further transfer. Unless a contract expressly states otherwise, the supplier undertakes to transfer to the customer a reproduction of the software (computer program).

2.11 A software producer shall mean an author software or a person authorized to exercise the right to use the work (a holder of a license in the sense of the Copyright Act), as long as its authorization to exercise the right to use the work also includes the right to reproduce the work or the right to distribute the original or reproductions of the work.

### **3. Rights and obligations of the supplier and the customer**

3.1 The supplier undertakes to perform the supply at the place of performance and at the time of delivery agreed in the contract.

Provided the contract fails to specify the place of performance it shall be the registered office of the supplier or the branch identified by the supplier after conclusion of the contract.

3.2 Digital content including software licenses may be supplied electronically as described in article 6.3 hereof.

3.3 Provided that meeting of supplier's obligations under the contract and under these GTC is conditional on provision of assistance from the customer then the time of delivery shall be postponed by the number of days for which the customer defaults on provision of such assistance. Apart from the preconditions for completion of the supply and obligations of the customer which condition the supply agreed in the contract, the customer's assistance necessary for performance of the supply shall also include, with regard to the nature of the contract, particularly: ensuring of necessary functionality, capacity and compatibility of customer's existing SW and HW and provision of access for the supplier to such HW a SW; preparedness of the place of the supply for its implementation; provision and handover of information, data and answers to questions as requested by the supplier in connection with performance of the supply; ensuring proactive participation (including immediate and comprehensive communication of customer's comments and requirements, presence of requested customer's staff, who will operate the subject matter of the supply, so that they can be trained for the operation) of the customer in the course of and after completion of the supply, in testing, demonstrations, commissioning or trial operation of the supply; access for the supplier to the place of supply; ensuring proper and timely performance of obligations by a third person, if such third person is a contracting partner of the customer, as necessary for proper and timely performance of the supply; ensuring takeover of the supply in agreement with the contract, including a written acknowledgment of the takeover, immediate and comprehensive inspection of the supply and communication of potential shortcomings.

- 3.4 The supplier shall be entitled to withdraw from the contract if the customer's organization was dissolved or transformed or if a request was filed to open insolvency proceedings against the customer or if execution of a resolution or distraint order was issued against customer's assets.
- 3.5 The supplier shall be authorized to record and to process data about the customer obtained through its business relations or in association with them for its own needs. The customer hereby grants its explicit consent to such activities. The customer hereby also grants to the supplier its consent to use its electronic contact for mailing of business communications in the sense of applicable provisions of the Act No. 480/2004 Coll., on certain information society services.
- 3.6 If the customer is a consumer within the meaning of the Civil Code, Act No. 89/2012 Coll., the provisions of sections 2389g et seq. of the Civil Code shall apply to the provision of digital content

#### 4. Liability of the supplier and the customer in case of contract violation

- 4.1. In case of a default on payment of, or even a part of, the price or another agreed payment the customer undertakes to pay, regardless of its fault, to the supplier a contractual fine amounting to 0.05 % of the overdue amount for each defaulting day.
- 4.2. In case of a default to provide the assistance in agreement with a concluded contract or under paragraph 3.3 hereof the customer undertakes, regardless of its fault, to pay to the supplier a contractual fine amounting to 0.1% of the total price of the supply, including VAT, to which the default on assistance relates for each day of the default to provide the assistance.
- 4.3. In case of breaching the obligation to protect confidential information a contractual fine has been agreed amounting to 100 000.- CZK for each individual breach.
- 4.4. In case of a default to perform the supply or rectify a shortcoming of the supply during a warranty period the supplier undertakes to pay to the customer a contractual fine amounting to 0.05 % of the total price of the supply, including VAT, to which the default relates.
- 4.5. Payment of any of the contractual fines by the customer, in agreement herewith or with the contract, shall have no effect on the supplier's right to compensation of damage in the amount exceeding the paid contractual fine. Any withdrawal from the contract shall have no effect on entitlement to payment of contractual fines, compensation of damage and on provisions of the contract or GTC which specify calculation and claiming of contractual fines and claims to compensation of damages.
- 4.6. The supplier and the customer shall be liable for any damage under applicable legal regulations and under the contract. The supplier and the customer hereby undertake to do their best in order to prevent damages and to minimize damages. Neither the supplier nor the customer shall be liable for damages incurred as a result of objectively incorrect or otherwise erroneous instructions received from the other contracting party.
- 4.7. Only the actually incurred damage shall be compensated. Within the scope permitted by valid legal regulations, neither the supplier nor the customer shall be liable for any indirect, accidental or subsequent damages, damages to data or lost profit or revenues or other financial loss, even if such damages result from a failure to meet the obligations to administrative bodies, including damages incurred as a result of breaching contractual or legal obligations.
- 4.8. The supplier and the customer have agreed that the amount of a predictable damage, which may occur as a result of breaching of the supplier's obligation, shall not exceed the price of the supply associated with the damage, unless a different amount is agreed. The supplier shall have no liability for loss or damage of customer's data and any potential recovery of lost or destroyed data shall be at customer's expense.
- 4.9. Any claims to a compensation of damage shall be made by the customer to the supplier in a relevant way only if the customer, after the event that caused the damage, adopted all measures to minimize the damage and informed the supplier immediately about the event and provided to the supplier all requested documents relating to the event.
- 4.10. Neither the supplier nor the customer shall be liable, in addition to cases specified by applicable law, if they breach their obligations due to a force majeure event, i.e. circumstances beyond control of the parties, which could not have been averted, not even with the maximum efforts, i.e. they occurred due to an objectively unavoidable accident.

#### 5. Price and terms of payment

- 5.1. The price shall correspond to the supplier's quotation, if any such quotation was provided before conclusion of the contract. All prices indicated in a quotation or in a contract are provided excluding VAT. The supplier shall be entitled to charge and request payment of the price including VAT in the amount under applicable legal regulations and the customer shall pay the VAT charged on the price.
- 5.2. **Price clause.** Provided there is an increase of: a) customs tariffs, import or export fees, b) prices of services and supplies of third persons necessary for the supplier's supply, particularly due to foreign exchange rates of the involved currencies, or an increase in prices of energies, inputs, transport or inflation, between the date of contract conclusion and the date of supply and that period is at least 20 days, then the supplier shall be entitled, without further notice, to unilaterally increase the price, however, only by the amount of such an increase. The customer hereby accepts such price increases as described in the previous sentence. The price will be changed subject to the conditions described in the previous sentence in agreement with regulations specified in Section (§) 2154 et seq. of the Civil Code also in the case that the contract is not a purchase contract.
- 5.3. The parties have agreed that all agreed receivables of the supplier from the customer that are before their due date (particularly agreed instalments) shall become due immediately if the customer is in default on any of its payments for more than 7 days or if circumstances arise which may reduce creditworthiness of the customer (particularly suspension of payments to other persons, declaration of insolvency, bankruptcy or permission for reorganization, approval of debt relief). In those cases the supplier shall have the obligation to perform the not yet completed supplies only if all customer's obligations have been paid in advance or if the customer provides a security approved by the supplier. The supplier shall be authorized to unilaterally set off all its receivables from the customer, including those that are not yet due, against the customer's receivables from the supplier, including those not yet due.

## 6. Supply performance

- 6.1. A partial performance by the supplier shall be permissible and the customer shall take it over as required.
- 6.2. In case the customer orders an installation of equipment and digital content the customer shall be responsible for capacity and compatibility of its existing digital environment or equipment. In case the existing digital environment is incompatible and the technician travels to perform the installation but it cannot be completed then the customer agrees to pay to the supplier all costs of the installation that could not be completed.
- 6.3. In the case that the subject matter of performance by Arkance Systems CZ s.r.o. consists of provision of rights to software the license may be also provided in an electronic form, i.e. by sending an email message or messages by the software producer directly to the customer, while the message shall contain a link to an applicable website offering the requested software and a serial number of the respective license to enable the upload. The provision of the data mentioned above will be considered provision of a license to the software.

## 7. Protection of confidential information

- 7.1. Confidential information, regardless of the form of the information, shall be defined as any information relating to the supply and its performance (particularly information about rights and obligations of the contracting parties, information about the price of supply, as well as about the course of supply performance), relating to the supplier or the customer (particularly business secrets, information about their activities, structure, economic results, know-how) or treatment of information for which legal regulations establish a special confidentiality regime (particularly business secrets, confidential facts, bank secrecy, professional secrecy). The term confidential information shall also include information expressly marked as such by the customer or by the supplier. Excluded from the confidential information shall be the information that has become available to the general public in the course of the contract duration, as long as this was not due to breaching of the confidentiality obligation, the information acquired by the customer or by the supplier through a process independent of the contract or the other party, as long as the concerned party is able to document such a process, and finally the information provided to the customer or to the supplier by a third person which acquired such information without a breach of any confidentiality obligation.
- 7.2. The supplier and the customer shall ensure confidentiality of the acquired confidential information in a manner usual for keeping confidential their own confidential information. The supplier and the customer shall have the mutual right to request evidence that the principles used for protection of confidential information are sufficient. At the same time, the supplier and the customer shall also ensure protection of the acquired confidential information by their employees, representatives and cooperating third parties, as long as such information is provided to them.
- 7.3. The supplier and the customer shall have the right to use, to provide and to disclose the confidential information only in the scope and under the terms necessary for proper performance of rights and obligations resulting from the contract. In case of termination of validity or effect of certain contractual provisions the provisions about protection of confidential information shall remain in force and effect, unless the supplier and the customer expressly agree otherwise.
- 7.4. The supplier and customer shall strictly observe the confidential character of all such confidential materials and such materials shall not be used by or disclosed to third persons. If any disclosure of information from confidential materials to third persons is necessary for performance of the contract then the information shall be provided only subject to the following conditions:
  - 7.4.1. the other party shall previously approve the third party to which the confidential information is to be disclosed by one of the parties,
  - 7.4.2. the third party shall in writing confirm its commitment to protect confidential information disclosed to it in the same scope as the confidentiality commitment which binds the disclosing party.
- 7.5. Disclosure of the following information shall not be classified as a breach of the obligation to protect confidential information:
  - 7.5.1. the information which is or becomes available to the general public or the information which shall be disclosed under generally binding legal regulations, without breaching the contract
  - 7.5.2. the information which the recipient received in agreement with legal regulations from a third person without any obligation to keep it confidential; in this case the contracting party shall not be classified as the source of the information,
  - 7.5.3. the information which was released from the confidentiality obligation based on a valid order of a court or public administration authority, subject to the condition that the recipient:
    - 7.5.3.1. informed the party that provided the information about such order immediately after it was received,
    - 7.5.3.2. cooperates with the party that provided the information in order to obtain from a court or public administration authority, which issued the mentioned order, a protective order to limit the disclosure and use of such confidential materials exclusively for the purposes for which the original disclosure order was intended.
- 7.6. The obligations of the parties under this article shall apply throughout the duration of the business secret, both throughout the duration of the contract and even after the contract is terminated for any reason whatsoever.
- 7.7. Payment of a contractual fine shall have no effect on the right of the aggrieved party to demand protection in agreement with Section (§) 2985 and Section (§) 2988 of the Civil Code.

- 7.8. After completion of supply performance either party may request from the other party returning of all provided materials necessary for performance of the supply, which contain information of confidential character or constituting business secret, and the other party shall return those materials if they are not a part of the supply.

## **B) SPECIAL PART**

### **8. Purchase contract**

- 8.1. The parties have agreed that the goods which are a part of the supply shall remain the property of the supplier until the price indicated in the tax document is fully paid. For the purposes of VAT assessment the date of taxable supply shall be the date of its delivery or date of price payment, depending on which occurs first.

### **9. Contract for work, service contract**

- 9.1. The supplier's entitlement to payment of the price of the work shall arise once the work is handed over. The supplier's entitlement to payment of the price of servicing shall arise once the service is provided.
- 9.2. The parties have agreed that the handover of the work by the supplier to the customer shall be made by means of a handover protocol (or installation protocol or delivery note). The customer undertakes to take over the work and sign the handover protocol provided the work is free of defects and demonstrates only minor defects and outstanding items which do not prevent the use of the work. In the handover protocol the supplier shall make a commitment to remove such minor defects and outstanding items within the time limit specified in the handover protocol.
- 9.3. Provided the contract does not specify the time of delivery or provided the supplier delivers the supply before or after the time of delivery, the supplier undertakes to communicate to the customer the time of delivery by email at least 2 workdays in advance. Provided the customer fails to arrive at the place of supply or refuses to accept a defect-free work which demonstrates only minor defects or outstanding items then it is assumed that the supplier handed over the work on the day agreed in the contract or on the day determined under GTC as the time of delivery.

### **10. Digital Content Provider Agreement**

- 10.1 The Customer undertakes to provide the Supplier with access to the Customer's digital environment on which the Digital Content is to be installed and the necessary cooperation for the installation of the Digital Content.
- 10.2 Unless a specific software license contract establishes otherwise the term shall mean a contract about a transfer of the right to use software reproduction in agreement with applicable provisions of the Copyright Act for a consideration. Unless a specific subscription contract establishes otherwise the term shall mean a contract on provision of a subscription service for temporary use of software reproduction in agreement with applicable provisions of the Copyright Act.
- 10.3 The customer shall be authorized to reproduce, translate, process, adapt or otherwise change the software if this is necessary for the use of the software reproduction in agreement with its intended purpose (provisions of Section (§) 66, paragraph 1, letter b) of the Copyright Act), only if this has been expressly agreed in the contract.
- 10.4 The customer shall use a software reproduction in agreement with the concluded contract and in agreement with all conditions of the software producer as expressed in the so-called "license agreement", which the customer acceded by either opening the original packaging of the software or by approving the "license agreement" when installing the software.
- 10.5 The customer undertakes to provide to the supplier access for the purposes of software installation to the equipment on which the software is to be installed and also necessary assistance for the software installation.
- 10.6 The parties have agreed that if the customer breaches the license agreement relating to the digital content or if the customer defaults on payment of the price for 30 days then on the day following after the breach of the license agreement, i.e. after expiry of the indicated default time limit, the right to use the digital content, and the customer shall promptly uninstall the digital content, no longer use the software or no longer enable its use. Provided the customer fails to duly and in time meet the obligations specified in the previous sentence then the customer undertakes to pay to the supplier a contractual fine amounting to 10 % of the payment agreed in the contract and, at the same time, make it possible for supplier's workers to uninstall the digital content at the expense of the customer. Payment of the contractual fine by the customer shall have no effect on the supplier's right to compensation of damage, specifically the total amount of the damage. For the purposes of digital content uninstallation the customer hereby grants its express consent that supplier's authorized may enter its premises in order to uninstall the digital content and to remove it, including its carrier and all related documentation. Based on a supplier's request the customer shall also make it possible for the supplier to check whether the digital content has been uninstalled completely if it was done by the customer according to the first sentence of this paragraph. The customer undertakes to stand all necessary limitations in connection with the check executed by the supplier. This provision shall not affect or restrict other consequences resulting from customer's default on payment according to these GTC.

### **11. Rights and obligations of the contracting parties in acquisition of products marked "auto-renew" or "recurring" of "automatic renewal"**

- 11.1. By purchasing a product marked "auto-renew" or "recurring" or "automatic renewal" the customer confirms its consent with the fact that the service and/or the subscription related to the product will be renewed automatically for the next period which will be the same as the initial period in terms of duration (for which the service and/or subscription related to the product was paid), unless it is cancelled 7 calendar days before the renewal date at the latest by an email request delivered to the address [info.cz@arkance-systems.com](mailto:info.cz@arkance-systems.com) and, unless the automatic renewal is refused by the supplier in agreement with these GTC. The date of renewal shall mean the expiry date of

- the period for which the service and/or subscription relating to the given product was paid. If the service and/or subscription is not cancelled under this paragraph of these GTC the customer shall pay the price of the service and/or subscription for the following period.
- 11.2. The supplier reserves the right to adjust the price for the following period. The price for a product in a respective period shall be based on the up-to-date valid end price for the given period (plus applicable taxes and other potential fees) specified by Autodesk. A method for price calculation is indicated in the offer of the service and/or subscription for the first supply period. The supplier shall inform the customer about any change of the price at least 15 calendar days before the date on which the next renewal becomes effective. In this case the customer will be able to cancel the subscription and/or service as described in paragraph 12.1. hereof.
  - 11.3. In case that some extraordinary or different periods of time have been agreed for a certain service or subscription (e.g. annual or monthly duration) the supplier shall make reasonable efforts to send to the customer notifications for such waiting /necessary renewals associated with such specific services or subscriptions, at least 15 calendar days before the expiry date.
  - 11.4. The supplier may, regardless of which rights have arisen from the terms of the respective service and/or subscription or any other rights and remedies resulting from them, use a written notice to terminate the service and/or subscription with immediate effect in case that (i) the customer fails to make payment of any value associated with the service/subscription as on the due date and the default on payment lasts more than 10 days and/or (ii) the customer does not have a sufficient credit limit or defaults on payment of any invoice.
  - 11.5. The customer hereby acknowledges that in case of any termination of the service and/or subscription the supplier shall not take over or carry any responsibility to the customer or to another third person and that the customer takes over full responsibility for potential indemnification of the supplier in respect of all obligations, costs, expenses, damages and losses (including any direct, indirect and subsequent losses, loss of profit, loss of reputation, penal interests, fines, costs and expenses on legal or other professional services) incurred by or caused to the supplier as a result of the termination.

## **C) DEFECTS OF THE SUPPLY**

### **12. Guarantee**

- 12.1. The supplier provides a guarantee for quality of the supply. The supplier shall be liable to the user that the digital content is free from defects for the duration of the commitment. In case of provision of software licenses, subscription services or maintenance services the responsibility for defects shall be governed by the "license agreement " or guarantee terms of the software producer, including any potential limitation of responsibility or guarantee.
- 12.2. The Supplier shall make available to the Customer the latest version of the Digital Content available at the time of entering into the Contract. The Supplier shall ensure that the agreed updates to the Digital Content are provided to the Customer. In addition to the agreed updates, the Supplier shall ensure that the Customer is provided with updates that are necessary to keep the Digital Content free from defects for the duration of the commitment and that the Customer is notified of their availability.
- 12.3. If the Customer fails to make an update pursuant to clause 12.2 within a reasonable time, the Customer shall not have rights in respect of any defect arising solely as a result of the failure to make the update. This does not apply if the customer has not been advised of the update or the consequences of failing to update, or has failed to update or has updated incorrectly due to a deficiency in the instructions.
- 12.4. If the defect is caused by the customer's inadequate digital environment, even though the user was clearly and understandably advised of the need for it before the conclusion of the contract, the supplier is not liable for such defects in the digital content.

In order to verify whether the defect is due to the Customer's non-compliant digital environment, the Customer undertakes to provide the Supplier with the necessary cooperation to the extent that can reasonably be requested. In the absence of such cooperation, the Supplier will not be obliged to prove that the digital content is provided without defects in the event that a defect in the digital content becomes apparent during the term of the commitment.

## **D) FINAL PROVISIONS**

### **13. Other provisions**

- 13.1. The contracting parties undertake to resolve any potential disputes by an agreement. Provided the contracting parties are unable to reach an agreement they have hereby agreed that all disputes which may arise from the contractual relationship or in connection therewith, shall be decided by general courts in the Czech Republic.

**These General Terms and Conditions of Arkance Systems CZ s.r.o. version 10, shall be valid from 24'th June 2023**