

GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the Provision of Software Services ("GTC") of **Twigsee, s.r.o.**, Company Registration Number: 05694655, with its registered office at Jankovcova 1596/14b, Holešovice, 170 00 Prague 7, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 269109 ("the Provider").

I.

INTRODUCTORY PROVISIONS

1.1 These General Terms and Conditions govern, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended ("CC"), the rights and obligations of the Provider and the Customer (the "Client"), who is identified in the contract for the provision of software services for the "Twigsee" application, which the Client and the Provider (the "Parties") have jointly concluded today ("the Contract").

a. We have jointly concluded the Contract electronically via the web interface at: **admin.twigsee.com**

1.2 Terms appearing in these GTC with a capital letter shall, for the purposes of these GTC, be interpreted as follows:

'Application' means the Twigsee® software application, the purpose of which is to provide a communication and administrative platform, in particular for pre-school education providers;

"Price List" means the price list for the Provider's Services and other activities for the Customer, which forms part of the Contract;

"**Confidential** Information" has the meaning set out in Article 9.1 of the GTC;

"Fee" means the charge invoiced to the Customer by the Provider for the provision of the Service, the amount of which is specified in the Contract.

"**Access** Details" means the login details, in the form of an email address and password, for the Application made available to the Client;

"Service" means a SaaS (Software as a Service) software service consisting, in particular, of enabling the Customer and other persons to access the Application for the purpose of using it via a web interface or via a mobile application;

"**Users**" means the natural persons designated by the Customer who use the Application;

"**User Account**" means the user account through which authorised persons log in to the Application.

II.

THE SERVICE AND ITS DESCRIPTION

2.1 Under the terms of the Contract, the Provider undertakes to provide the Service to the Client.

2.2 The Application also contains tools and functionalities which, in scope, may cover the requirements for maintaining records relating to pre-school education in accordance with Act No. 561/2004 Coll., the Education Act, as amended (hereinafter referred to as **the "Education Act"**). The Customer is entitled to make full use of the functionalities referred to in the previous sentence. For the avoidance of doubt, however, the Provider accepts no liability for the compliance of the documentation maintained by the Customer with the Education Act (or any other legislation); this liability rests solely with the Customer.

III.

THE APPLICATION, ITS AVAILABILITY AND USER ACCOUNTS

3.1 The Application is hosted and operated on a server located at the hosting centre of the Provider or its contractual partner.

3.2 The Application shall be used exclusively by the User.

3.3 The Provider holds the exclusive property rights to the Application.

3.4 The Provider is obliged to supply (make available) the Application to the Customer by making it accessible via the web interface at: <https://www.twigsee.com> or via the mobile application named Twigsee, available on Google Play and the App Store, whilst simultaneously providing the Access Details. The Access Details for the first login to the Application will be sent to the Customer at the email address of the Customer's contact person specified in the Contract.

3.5 Access to the Application will be granted to the Client via individual User Accounts. Each User Account has a unique combination of Access Details. There is no limit on the maximum number of User Accounts.

3.6 The Customer and any other persons for whom a User Account is set up in connection with the provision of the Services are obliged not to disclose the Access Details for their User Account to third parties and to keep them confidential. Under no circumstances shall the Provider be liable to the Customer for any damage caused by unauthorised access to the Application by a third party as a result of the provision or other form of disclosure of the Access Details to that third party.

- 3.7 The Customer is entitled to request the creation of new User Accounts at any time during the term of the Contract. The identification details required for the Provider to set up administrator User Accounts for the purposes of providing the Service shall be sent by the Customer via email to the Provider's designated contact person following the conclusion of this Contract. Any change to the number of User Accounts shall take effect within five days of the request and shall be charged in accordance with the Price List. The Client may manage its User Accounts – that is, create, edit the content of, or delete them – itself via the Application's administration interface.

IV.

RIGHTS AND OBLIGATIONS OF THE PROVIDER

- 4.1 The Provider undertakes to maintain the software and hardware environment on which the Application runs in a functional and operational state throughout the term of the Agreement, with the exception of routine and scheduled maintenance. The Provider shall not be liable for any malfunction of the Application due to an extraordinary event beyond the Provider's control.
- 4.2 The Provider undertakes to provide the Service properly and with due professional care.
- 4.3 The Provider shall carry out regular daily backups of data stored by the Client or Users in the Application.
- 4.4 The Provider is obliged to provide training to the Client's employees or authorised persons regarding the use and operation of the Application should the Client so request. The training fee is based on the current Price List.
- 4.5 The Provider is obliged to deal with the Client's complaints properly and in a timely manner in the event of the Application malfunctioning.
- 4.6 The Provider is entitled, without prior notice to the Customer, to suspend the provision of the Service, i.e. to suspend access to the Application for Users and the Customer, in the event that the Customer is more than fourteen days in arrears with payment of the Remuneration due.
- 4.7 The Provider is entitled to provide the Service through third parties.
- 4.8 The Provider is obliged to ensure regular maintenance of the Application and to ensure its development (updates), including patches, so that the Application remains functional for the entire duration of this Agreement.
- 4.9 The Provider is obliged to provide the Customer with additional services relating to the configuration and use of the Application, within the scope of the agreed man-hours as set out in Annex 1, free of charge as part of the Remuneration and in addition to the Remuneration specified in the Price List.

- 4.10 Subject to the procedure set out in Clause 4.6 of the General Terms and Conditions, the Provider undertakes to guarantee the Customer availability of the Application of at least 95 % on a 24/7 basis. The maximum duration of any continuous Application outage shall not exceed 24 hours, and there shall be at least 24 hours of Service operation between two outages. If the Service's availability cannot be maintained for two consecutive months, the Provider undertakes to pay the Customer a contractual penalty amounting to ½ of the average monthly Remuneration for the preceding two months.

V.

RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer is obliged to pay the Fee and, where applicable, any other payments under the Contract properly and on time.
- 5.2 The Customer is not authorised to interfere with the Application in any way, to distribute or copy the Application, or to otherwise allow a third party to use it, unless expressly authorised to do so under these GTC. For the avoidance of doubt, making the Application available to Users via User Accounts is not considered a prohibited activity.
- 5.3 The Client is entitled to be informed of all changes to the Application (patches, updates, etc.) and of all updates.

VI.

REMUNERATION AND PAYMENT TERMS

- 6.1 The amount of the Remuneration is specified in the Contract.
- 6.2 VAT at the statutory rate shall be added to the Remuneration.
- 6.3 The Remuneration is payable monthly for each calendar month. The Provider undertakes to issue and deliver a tax document (invoice) to the Client no later than the second working day of the relevant calendar month for which the Remuneration is payable. The invoice will be delivered exclusively electronically to the following email address specified in the Contract.
- 6.4 Each invoice is payable within fourteen (14) days.
- 6.5 Should the Client fail to pay the Remuneration due within ten days of the due date, the Provider is entitled to charge the Client contractual interest on arrears at a rate of 0.2% for each day of delay or part thereof, calculated retrospectively from the first day of delay.

VII.

PROTECTION OF PERSONAL DATA

- 7.1 In accordance with the relevant data protection regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural

in relation to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), for the purposes of performing the Contract, the Client shall be deemed to be the data controller of the Users' (and other persons') personal data and the Provider shall be deemed to be the data processor of the Users' (and other persons') personal data.

- 7.2 Alongside the Contract, the Provider and the Client shall also enter into a data processing agreement, which sets out in more detail the conditions for the processing of personal data by the Provider.

VIII.

TERM OF THE CONTRACT AND ITS TERMINATION

- 8.1 Unless the Contract expressly provides otherwise, each Contract is concluded for an indefinite period and may be terminated by the Provider or by the Client with one month's notice, which shall commence on the first day of the month following the delivery of the notice of termination to the other Party.
- 8.2 The Client is entitled to terminate this Contract in writing with effect from the time of delivery of the written notice of termination to the Provider in the event that:
- 8.2.1 the Application has not been fully functional for a continuous period of at least seven working days for reasons attributable to the Provider; or
- 8.2.2 the Provider has repeatedly and seriously breached its obligations under this Agreement or the General Terms and Conditions.
- 8.3 The Provider is entitled to terminate this Agreement in writing, with effect from the time of delivery of the written notice of termination to the Provider, if the Customer breaches its obligation set out in clause 5.2 of the General Terms and Conditions.
- 8.4 Should the Client fail to settle any invoice within twenty (20) days of its due date, the Provider is obliged to send the Client a written demand for payment. Should the Client fail to settle the relevant invoice within five (5) working days of receipt of this payment reminder, the Provider is entitled to terminate this Contract with effect from the time of delivery of the written notice of termination to the Client.
- 8.5 The Provider or the Customer shall be entitled to terminate the Contract with effect from the time of delivery of written notice of termination to the other Party in the event that (i) a final decision is issued declaring the other Party bankrupt, (ii)

an insolvency petition is filed against the other Party which is not manifestly vexatious; or (iii) the other Party enters into liquidation. In the event of the Provider's bankruptcy, the Provider is obliged to inform the Client of this fact.

- 8.6 For the avoidance of all doubt, the Parties hereby state that the Contract may not be terminated and shall not lapse for any reason other than those expressly set out in this Article VIII.

IX.

CONFIDENTIAL INFORMATION

- 9.1 All information disclosed in the course of performing obligations under the Contract, as well as any other information which the Provider or the Client becomes aware of in connection with its performance, shall be treated as strictly confidential. Any other information which the Provider or the Client declares to be confidential for the purposes of the Contract shall also be deemed to be confidential information. Information shall also be deemed confidential where its confidential nature can be presumed in view of the fact that it is intended for a limited group of persons to whom it is provided (hereinafter referred to as "**Confidential Information**").
- 9.2 Information shall not be regarded as Confidential Information if:
- a) is publicly available or known at the time of its use or disclosure, provided that such public availability or knowledge did not arise as a result of a breach of an obligation laid down by generally applicable legal regulations or this Contract, or
- b) is provided to a party by a third party who has the right to disclose such information freely and to disclose it to third parties.
- 9.3 The Parties undertake not to use Confidential Information for any purposes other than those this Agreement, and shall not disclose or otherwise provide Confidential Information to any third party, except for members of their governing bodies, expert advisers and legal advisers.
- 9.4 The Parties further undertake that, for the duration of the cooperation under this Agreement and thereafter, they shall treat Confidential Information with the same care as they would treat their own information of the same or a similar nature.

X.
FINAL PROVISIONS

- 10.1 This Agreement shall enter into force and become effective on the date of its conclusion by the Parties.
- 10.2 Pursuant to Section 1740(3) of the Civil Code, the Provider excludes the acceptance of a proposal to conclude the Agreement (offer) containing an amendment or deviation which does not substantially alter the terms of the offer, with the exception of the completion of the required details. If, despite this, the Customer sends a reply to our offer containing an addition or deviation, other than the completion of details required by the Provider, the Contract shall only be concluded once the Provider has expressly agreed to accept the offer as amended by such additions or deviations. The Provider and the Client have further agreed that they shall bear the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.
- 10.3 Unless otherwise agreed, all correspondence relating to the Contract must be delivered to the other party by email or via the Application.
- 10.4 The Provider may amend or supplement the wording of these General Terms and Conditions even without the Customer's consent. Any amendments or additions shall come into force on the date of their publication on the website https://admin.twigsee.com/files/Twigsee-VOP_cs.pdf, and the Customer shall be notified of them by email sent to the contact person's address.
- 10.5 Should any provision of these GTC prove to be invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness and enforceability of the remaining provisions of these GTC.
- 10.6 The legal relationship between the Provider and the Client shall be governed exclusively by the laws of the Czech Republic.
- 10.7 The Client confirms that they have read and understood these GTC, agree to them, and do not consider the content of any provision of the GTC to be particularly disadvantageous to them.
- 10.8 The Contract, including these GTC, is archived by the Provider in electronic form and is not accessible remotely.
- 10.9 Annex 1 to these Terms and Conditions is the Price List for Additional Services, the current version of which is also available on our website.

These General Terms and Conditions are valid and effective from 26 March 2024

ANNEX NO. 1 – PRICE LIST FOR ADDITIONAL SERVICES

Additional services (available to order):

- | | |
|---|-----------------------------------|
| • Extended administration (+10 hours per month) – | 2,000 CZK per month |
| • Online training on the application – | 600 CZK per hour |
| • Face-to-face training on the application – | 900 Kč per hour + travel expenses |
| • Extended reporting – | tailored to scope |

All prices are exclusive of VAT.