

GENERAL TERMS AND CONDITIONS

General Terms and Conditions for the Provision of 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").

1. 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 arising from the Contract for the Provision of Software Services concluded between the Customer and the Provider ("Contract").

1.2 The following terms, when capitalised in these GTC, shall have the following meanings for the purposes of the GTC:

"Price List" means the price list setting out the Fees for the ordered Services set out in Annex 1 to the Contract at the time of its signing in the case of Software Services, or the price list set out in the Application or on the Provider's website in the case of Additional Services; the Price List for Services for the current Period forms an integral part of the Contract;

"Additional Period" means a period of one calendar month immediately following the end of a Period, during which the Customer may, subject to agreement with the Provider, use the Software Service free of charge;

"Confidential Information" has the meaning set out in Article 12.1 of the GTC;

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

"Period" means a period of one calendar year (i.e. from 1 January to 31 December of the relevant year);

"Initial Period" means the period from the conclusion of the Contract until 31 December of the calendar year in which the Contract was concluded, unless otherwise agreed;

"Operating hours" means the period from Monday to Sunday from 00:00 to 24:00; '24/7', with the exception of any interruption for the necessary duration required for data backups and maintenance

between 00:00 and 05:00; in the event of an interruption at a time other than that specified above, the Provider must give at least 2 working days' notice;

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

"User Account" means a user account, protected by access details, through which authorised persons log in to the Application;

"Backup" means the regular automatic creation of a backup file of the Data with the aim of preventing the loss or damage of the Data in accordance with the procedure set out in these GTC.

1.3 Other Terms appearing in these GTC with a capital letter which are not defined in these GTC shall have the same meaning as assigned to them in the Contract.

2. Software Service

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

2.2 The Provider is obliged to supply (make available) the Application to the Customer by making it accessible via a web interface at the address: <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.

2.3 The Application contains tools and functionalities which, in scope, may cover the requirements for maintaining records for 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.

2.4 The Client acknowledges that, within the Application, commercial communications (advertisements) from the Provider and third parties may be placed and displayed to a reasonable extent. These commercial communications shall in all respects comply with the legal requirements regarding their content and shall not

to an unreasonable extent. No personal data provided whilst using the Services shall be used for the purposes of commercial communications unless the data subjects concerned have given their prior express consent. The Provider shall not be liable for the accuracy, form or content of third-party commercial communications, nor for the obligations of such third parties whose offers are displayed in the form of commercial communications or otherwise.

3. Rights and Obligations of the Provider

- 3.1 The Provider undertakes to ensure that the software and hardware environment on which the Application runs is maintained in a functional and operational state throughout the term of the Contract and to ensure that the Application is functional for at least 95 per cent of the Operating Time. The maximum duration of any interruption to the provision of the Software Service shall not exceed 24 hours, and the Software Service shall be operational for at least 24 hours between two such outages. The Provider shall not be liable for any malfunction of the Application resulting from an extraordinary event beyond the Provider's control.
- 3.2 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 throughout the term of this Agreement.
- 3.3 The Provider is obliged to deal with any defects in the Application properly and in a timely manner and to provide support within the scope of the Software Service model ordered.
- 3.4 The Provider is obliged to ensure a daily backup of data stored by the Customer or Users in the Application in accordance with Article 10 of the General Terms and Conditions.
- 3.5 The Provider is entitled, without prior notice to the Customer, to suspend the provision of the Service and access to the Application for the Customer and its Users if the Customer is more than fourteen days in arrears with payment of the due Fee.
- 3.6 The Provider is entitled to provide the Service, including the Software Service, through third parties.

4. Rights and obligations of the Customer

- 4.1 The Customer is obliged to:
 - (a) comply with all instructions relating to the Software Service;
 - (b) maintain the Customer's End Devices in good working order to ensure the smooth and proper functioning of the Application; in particular, the Customer undertakes to carry out the necessary software updates for these End Devices; and

remove unwanted software (such as viruses or other malicious programmes);

- (d) to properly archive or otherwise store the Data;
- (e) not to interfere with the Data other than through the functions of the Application without the Provider's prior express consent; and
- (f) to ensure that the Customer's employees or other persons in a similar position do not use the Application in breach of the Contract and the General Terms and Conditions.

4.2 The Customer is obliged to pay the Fee and, where applicable, any other payments under the Contract properly and on time.

4.3 The Client is not authorised to interfere with the Application in any way, except for the exercise of rights arising from the Contract or the General Terms and Conditions, nor is the Client authorised to distribute, copy or otherwise allow a third party to use the Application in any way without being expressly authorised to do so under the Contract or the General Terms and Conditions. For the avoidance of doubt, making the Application available to Users via User Accounts shall not be considered a prohibited activity.

5. Orders for Additional Services

- 5.1 The Customer is entitled to order Additional Services electronically or by any other means specified on the Provider's website or within the Application. For an order to be valid, it must be confirmed in writing by the Provider to the Customer. A valid order for an Additional Service by the Customer shall be deemed to have been placed even if the order is not confirmed by the Provider in accordance with the previous sentence, provided that the Additional Service is made available or provided to the Customer.
- 5.3 The Client shall pay the fee for the Additional Service in accordance with the Price List and in the manner specified therein, or in accordance with the GTC, unless otherwise agreed.

6. Fee and payment terms

- 6.1 The amount of the Fee is set out in the Price List. The Provider is entitled to unilaterally amend the Price List for the next Period. The new version of the Price List shall take effect for the Customer on the first day of the Period for which the term of this Contract has been extended. The new Price List automatically amends Annex 1 to the Contract and becomes an integral part thereof.
- 6.2 The Provider is obliged to notify the Customer of the new version of the Price List for the next Period by 30 September of the preceding Term. Should the Customer disagree with the new Price List, the Customer is entitled to terminate the Contract for the next Term in writing, no later than

one month of notification of the new version of the Price List, but no later than 31 October of the relevant Term. If the Contract is not terminated, the Client shall be deemed to have agreed to the new Price List for the next Term.

- 6.3 The fee for the Software Service for a single Term is payable annually, on the basis of an invoice to be issued to the Customer no later than 30 days from the start of the Term.
- 6.4 The fee for the use of the Software Services during the Initial Period shall be determined by the Provider on a pro rata basis according to the length of the Initial Period, based on the Price List for the current Period. The fee for the use of the Software Service during the Initial Period shall be paid by the Customer in a single instalment on the basis of an invoice issued by the Customer no later than 30 days from the commencement of use of the Software Service.
- 6.5 For other Services, the Fee shall be paid on the basis of an invoice issued by the Provider after the Service has been provided, or before it is provided, if so stipulated in the Price List or the Contract. In the case of a Service provided on a regular basis over a period longer than one month, the Fee is payable monthly in arrears for each calendar month on the basis of an invoice issued by the Provider, unless otherwise agreed.
- 6.6 The invoice issued by the Provider shall take the form of a tax document containing all the requisite details in accordance with the relevant legal regulations and shall be payable within 14 days of the date of its issue and delivery to the Client. The Provider's invoice shall be sent to the Client electronically to the Client's email address specified in the header of the Contract.
- 6.7 If the Client fails to pay the due Remuneration even within ten days of the due date, the Provider is entitled to charge contractual interest on late payment at a rate of 0.1% for each day of delay or part thereof, with effect from the first day of delay.
- 6.8 Payment of the contractual penalty shall not affect any claim by the entitled Contracting Party for compensation for loss or the return of unjust enrichment, including any loss or unjust enrichment exceeding the amount of the contractual penalty.
- 6.9 The Client shall not be entitled to assign or set off the claim or any part thereof arising from the Contract without the Provider's prior written consent.

7. User Accounts

- 7.1 The Client will be granted access to the Application

via individual User Accounts created by the Provider. Each User Account has a unique combination of Access Details. There is no limit on the maximum number of User Accounts.

- 7.2 The Customer and any other persons for whom a User Account is set up in connection with the provision of the Software Service 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.
- 7.3 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 Software 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 within the Application's administration interface.

8. Rectification of defects and compensation for damages

- 8.1 The Provider undertakes to rectify any defects in the Software Service or the Application in accordance with the law and to the extent of the support agreed under the specific Software Service model ordered. Any assistance or additional support beyond the scope of the ordered Software Service or the relevant legislation is subject to a charge in accordance with the Price List and will be provided on the basis of an order placed by the Customer.
- 8.2 The contact details for reporting faults or requesting assistance with the Application are provided on the Provider's website in the 'Contact' section for nurseries. The support helpline listed in the 'Contact' is only operational during specified hours on working days.
- 8.3 The Provider shall not be liable for any damage arising as a result of incorrect use or a breach of obligations on the part of the Customer or its Users. The Provider shall only be liable for damage or other harm which it has caused or causes intentionally or through gross negligence. The contracting parties have agreed that the amount of compensation for damages (whether for financial or non-financial loss) caused by the Provider in accordance with the preceding sentence shall not exceed the amount of the annual Fee for the Software

Service paid by the Client for the Period in which the harm to the Client arose.

9 Data and personal data protection

- 9.1 In accordance with the relevant data protection regulations, in particular the GDPR, for the purposes of providing the Software Service, the Client is deemed to be the data controller of the Users' personal data and the Provider is deemed to be the data processor of such personal data. The terms and conditions for the processing of such personal data are set out in a separate data processing agreement, which the Contracting Parties have entered into together with the Contract.
- 9.2 The Provider declares that it has ensured the implementation and enforcement of appropriate and proportionate security measures for the electronic communications networks and information systems it uses in connection with the provision of the Software Service, in accordance with applicable legislation.
- 9.3 The Provider processes data relating to the education and attendance of children or pupils and the activities of schools, pre-school facilities or other educational establishments on the basis of anonymised and aggregated data entered into the Application by individual Customers or Users for the purposes of (i) the provision and development of the Application and other Services and (ii) personalised commercial communications. The Client consents to such processing on condition that the analyses, statistics or other outputs produced do not, under any circumstances, contain personal data of natural persons, and on condition that the Provider has the relevant consent of the data subjects or their representatives for the processing of data for the purposes of personalised commercial communications. The Client acknowledges that this anonymised and aggregated data is the property of the Provider.

10. Data Backups and Transfer

- 10.1 Data processed as part of the Software Service is backed up automatically every day in accordance with the definition of Operating Hours and retained for a period of 30 days; thereafter, the backed-up data (Backups) is automatically deleted. The Client is entitled to contact the Provider via the support helpline listed in the 'Contact' section on the Provider's website. The Provider shall not be liable for any loss incurred by the Customer as a result of restoring Data using a Backup.
- 10.2 Within 30 days of the termination of use of the Software Service, the Provider shall hand over the Data (including Data containing personal data) to the Customer in the form of a

a JSON file containing the Data of the Customer's pre-school facility (or any other facility for which the Software Services were procured) in accordance with the specifications set out in the Documentation at the time of termination of the use of the Software Services. The JSON file containing the Data includes temporary links to media files, which the Customer shall be entitled to download and store for a period of 14 days from the provision of the JSON file. If the Customer does not download the Data from these links within this period, the Data will be deleted upon the expiry of the deadline.

- 10.3 All Data containing personal data entered into the Application shall, after being saved and transferred to the Customer in the form of a JSON file, be backed up by the Provider for a period of 30 days, after which such Data shall be deleted from the Provider's software systems, no later than 3 months after the termination of use of the Software Service; the obligation to delete the Data does not apply to information for which legislation requires the Provider to retain a copy.

11. Term of the Contract and its termination

- 11.1 Unless the Contract expressly provides otherwise, it is concluded for a fixed term, namely for the duration of the Term. The Contract shall be automatically renewed for a further Term unless either Party notifies the other Party in writing that it does not wish to renew it, no later than 31 October of the relevant year.
- 11.2 The Contract may be terminated in the cases set out in the Contract or in these General Terms and Conditions, and furthermore in the event of:
- (a) A written agreement between the Contracting Parties, or
 - (b) Withdrawal from the Contract.
- 11.3 Either Party shall be entitled to withdraw from the Contract if the other Party breaches its obligations under this Contract and fails to remedy such breach within 30 days of receiving a written request to do so.
- 11.4 The Parties are obliged to send notice of withdrawal from this Agreement to the other Party in writing, and the withdrawal shall take effect upon delivery of such written notice.
- 11.5 In the event of termination of this Agreement, the Parties are obliged to settle their mutual claims arising from performance under the Agreement already provided, within 30 days of the effective date of termination.
- 11.6 Upon termination of the Contract, and at the latest upon expiry of the Additional Period, all User Accounts shall cease to be valid.

10.7 A Party is entitled to terminate the provision of an individual Service without terminating the Contract, provided that the Customer continues to use at least one other Service. The provisions relating to the termination of the Contract shall apply mutatis mutandis to the termination of the provision of an individual Service.

12 Confidential Information

- 12.1 All information disclosed in the course of fulfilling 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 deemed confidential. Any other information which the Provider or the Client declares to be confidential for the purposes of the Contract shall also be deemed confidential. 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”**).
- 12.2 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 freely dispose of such information and to disclose it to third parties.
- 12.3 The Contracting Parties undertake not to use Confidential Information for any purposes other than those set out in this Agreement without the prior written consent of the other Contracting Party the purposes 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.
- 12.4 The Contracting 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 similar nature.

13. Final Provisions

- 13.1 This Agreement is concluded electronically. If the Client so requests, and subject to the Provider's costs being met where applicable, the Contracting Parties may conclude this Agreement in a printed, paper version.

- 13.2 The Contracting Parties agree that if, in connection with an obligation under the Contract, either Party provides a response containing an amendment or deviation, the Party to whom the response is addressed shall not be bound by such an amendment or deviation unless it expressly accepts it without undue delay, and no later than 10 days from the date of delivery of the response in question. The provision of Section 1740(3) of the Civil Code, which stipulates that a Contract is concluded even where there is no complete agreement between the parties' expressions of intent, is excluded.
- 13.3 Unless otherwise agreed, all correspondence relating to the Contract shall be delivered to the other Contracting Party by email as specified in the Contract (or otherwise communicated by the Customer) or via the Application.
- 13.4 The Provider may amend or supplement the wording of these GTC even without the Customer's consent. Amendments or supplements to the GTC shall come into force on the date specified in the GTC. The Provider is obliged to publish the new GTC in the Application and on the website www.twigsee.com, and the Customer shall be notified of them by email to the Customer's address specified in the header of the Contract, at least 30 days prior to the date on which they come into force. Should the Customer disagree with the new GTC, the Customer is entitled to terminate the Contract in writing no later than 30 days from the date on which the Provider was informed of the new GTC.
- 13.5 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.
- 13.6 The legal relationship between the Provider and the Client shall be governed exclusively by the laws of the Czech Republic.
- 13.7 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.
- 13.8 The contracting parties declare that they do not consider themselves to be the weaker party in relation to the other.

These GTC are valid and effective from 23 June 2025.