GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereinafter referred to as the "GTC") of the company Force spike s.r.o. *(s.r.o. = limited liability company)*, company identification number (IČ): 117 45 851, with its registered office at Příčná 1892/4, New Town (Nové Město), Prague 1, postcode 110 00 (hereinafter referred to as the "Provider") regulate rights and obligations of the Provider and the Customer arising from the concluded Service Agreement (hereinafter referred to as the "Agreement"), whether concluded in written, oral, or electronic form, in accordance with Section 1751 Subsection 1 of Act No. 89/2012 (the Civil Code), as amended.

ARTICLE 1
Definition of Terms

For the avoidance of doubt regarding the interpretation of certain terms used in the Agreement or these General Terms and Conditions, the following shall apply:

1. **Timestamp**: The time stamp of information recorded in the system for obtaining prices from the open internet environment, processing the Customer's FEED, and generating output data.
2. **FEED**: Data feed in XML format for automated product information updates.
3. **Software as a service**: Software provided as a service outside the Customer's technical devices.
4. **R.P. (Retail price)**: Selling price of the Customer or other entities in the open internet environment.
5. **SLA - availability - Service Level Agreement**: Availability level of the application.
6. **Inaccuracy**: Data on prices and other parameters that do not correspond to reality.
7. **Price matching**: Linking a specific Customer product with a specific product in the open internet environment.
8. **JSON (JavaScript Object Notation)**: Text-based data representation independent of computer platforms.
9. **BigQuery**: An external tool under the Google Cloud Platform serving as a data warehouse.

ARTICLE 2
Basic Provisions

1. The provisions of these General Terms and Conditions (GTC) are an integral part of the Agreement. The Agreement and the GTC are exclusively drawn up in the Czech language, and the wording of the conditions may be unilaterally changed by the Provider without prior notice. However, for the concluded Agreement, the currently valid and effective GTC at the time of concluding this Agreement shall be binding.

2. Individual provisions in the Agreement may be concluded in a different form than the provisions of the GTC. In such cases, the contractual provisions always take precedence over the provisions of these GTC.

3. The Agreement between the Provider and the Customer is primarily concluded remotely, without the physical presence of both parties. Both parties expressly agree to this form of contract conclusion, including its amendments. Likewise, both parties agree that communication will primarily take place only through remote means, either by email or other electronic forms.

4. All mutual relationships, especially the conclusion of contracts in the wording of their subsequent amendments, are governed exclusively by laws of the Czech Republic. The applicable law for resolving any disputes shall be Czech law.

5. The Provider undertakes to publish the current version of these GTC on its website www.forcespike.com. The Provider also commits to archiving all versions of the GTC, including the archiving of concluded Agreements, at least until the obligations of these Agreements have been fulfilled.

ARTICLE 3
Subject of the Agreement

1. Every Agreement concluded between the Provider and the Customer is executed in the Czech language, even in cases where communication between the parties occurs in a different language.

2. The subject of the Agreement is the commitment of the Provider to provide the Customer with software against payment, following the principle of "Software as a service" (hereinafter referred to as the "Software").

3. The Agreement is concluded at moments as follows:

   a) At the moment of signing the Agreement in physical form by both parties.
   b) At the moment of delivering the Agreement signed by both parties via electronic mail.
   c) At the moment of explicit acceptance of service provision through electronic communication.

4. The Provider undertakes to provide the Customer with all necessary cooperation within a reasonable time, in particular regarding the technical parameters of the Software.

5. The Customer undertakes to provide the Provider with all necessary data and information required for successful launch and functionality of the software. These data include, in particular:

   a) The input feed in XML format compatible with Google Shopping or Heureka XML.
   b) A list of requested monitored domains.
   c) The Customer acknowledges that without providing all necessary data and information as stated in point 5) of this Article, the proper launch of the service according to the customer's requirements cannot occur.
   d) The Customer also acknowledges that if there is a delay in delivering the necessary data and information, the Provider's obligation to launch the agreed service is extended by the same duration of this delay.
   e) The Provider will commence service provision no later than 14 days after receiving the necessary data and information from the Customer.

ARTICLE 4

Scope of Provided Services, Guarantees and Technical Delivery Procedure

1. By entering into the Agreement, the Provider is obliged to provide the Customer with Software whose fundamental function is to monitor prices of specified products in the open internet environment.

2. The Customer explicitly acknowledges that the monitored data are not displayed online in the Software, but at time intervals, and its precise parameters and intervals are determined by the Customer in their order. Each such time interval contains a Timestamp related to the specific moment of data acquisition.

3. The Provider guarantees the accuracy and currency of data within the time interval, specifically in the ratio of 20 intervals out of 30 provided. Thus, the Provider assures the Customer that at least 20 out of the 30 intervals will show accurate, relevant and up-to-date values. Additionally, the Provider guarantees that error-prone intervals will not be consecutive.

   (For example: If the Customer has ordered a service with 1 interval per day, the Provider guarantees that in April, at least 20 intervals will display accurate and up-to-date values, and out of the remaining 10 inaccurate intervals, there will be no 3 or more consecutive intervals.)

4. The Provider guarantees the Customer an SLA (Service Level Agreement) based on the parameters ordered by the Customer throughout the duration of the Agreement as follows:

   a) In case of utilizing the technical delivery method specified in point 6, letter a) of this Article (i.e., the JSON output file), the Provider guarantees an SLA of 99.7%.

   b) In case of utilizing the technical delivery method specified in point 6, letter b) of this Article (i.e., direct implementation into the Provider's application), the Provider guarantees an SLA of 95%.

   Exceptions to the above cases are circumstances beyond the Provider's control.

5. The Customer acknowledges that matching acquired data with their own database is solely the Customer's responsibility. The Provider assumes no responsibility for incorrectly entered pairings of individual items.

6. Technical Method of Product Delivery:

   a) Output File in JSON Format with Customer-Requested Data

   b) Direct Implementation and Application with Data Overview in the Provider's Application

   c) Output to BigQuery Database.

7. The Customer acknowledges that if they choose the delivery method specified in point 6, letter c), i.e., outputting the data to a BigQuery database, full responsibility for the functionality of the database passes directly to the Customer. The Customer further acknowledges that additional fees may be charged for using this database by third parties over which the Provider has no control. Finally, the Customer acknowledges that in case of utilizing the BigQuery database, the Provider assumes no responsibility for the way how the data are processed, their loss, damage, or other devaluation of this data, thus the Provider does not store or back up this data in any way.

ARTICLE 5
Duration and Termination of the Agreement

1. The Provider undertakes to provide services to the Customer throughout the entire duration of the Agreement. The Agreement is always concluded for an indefinite period of time with a 1-month notice period, unless otherwise agreed by the Parties. This notice period starts on the 1st day of the following month after the month in which the termination of the Agreement was delivered to the other Party.

2. The Customer can unilaterally terminate the Agreement at any time by withdrawing from the Agreement if there is a service outage on the Provider's side longer than 7 days. The termination notice must be delivered to the Provider in writing, using the same means by which the Agreement had been concluded. However, the Customer cannot terminate the Agreement anymore if the services have already been restored.

3. The Provider can unilaterally terminate the Agreement by withdrawing from the Agreement if the Customer is in default with fulfilling their financial obligations towards the Provider for more than 14 days. The termination of the Agreement must be delivered to the Customer in writing, using the same means by which the Agreement had been concluded.

4. Furthermore, the Provider can terminate the Agreement if the Customer grossly violates the provisions of these GTC or the Agreement. In case of such violation, the Customer must be notified in writing by the Provider first and then given a 3-day period to rectify the situation. If the Customer fails to provide the requested remedy, the Provider may terminate the Agreement without further notice. In such a case, the Customer is not entitled to a proportional refund of the already paid price for the services provided.

5. The Customer and the Provider may agree in writing that the Agreement shall be signed for a definite period of time. In such a case, the Agreement shall be terminated after the expiration of this period only if one of the Parties notifies the other Party in writing at least 30 days before the end of the specified period that they no longer wish to continue the Agreement. If neither of the Parties expresses their intention to terminate within the specified period, the Agreement will automatically be extended for another period of the same duration, and under the same conditions.

ARTICLE 6
Liability for Defective Performance

1. If the Provider breaches the guarantee of the error rate for the intervals according to Article 4, paragraph 3 of these GTC, the Customer is entitled to a 100 % discount for the provided services during the relevant period. This discount applies only to the proportional part of non-functional services, not to the services ordered as a whole.

2. The Customer is obliged to promptly inform the Provider in writing about any defects in the provided services, no later than 48 hours from the moment when such defect occurred.

3. In case of reporting a defect according to point 2 of this paragraph, the Provider undertakes to rectify this defect as quickly as possible, but no later than 7 days from

the notification. Reporting a defect is considered a complaint regarding the provided service.

4. If the Customer asserts the identified defects properly and promptly, they are entitled to a proportional discount for the duration of the faulty performance. The discount can be provided by either extending the provided services, refunding the proportional part of the financial consideration paid by the Customer, or by granting this discount within the next invoiced period.

5. If the Customer fails to report a defect related to the provided service to the Provider properly and promptly, as stipulated in paragraph 2) of this Article, their entitlement to a discount or other bonus ceases without further notice.

ARTICLE 7
Damage Liability

1. The Provider is not liable for any damage suffered by the Customer due to circumstances that the Provider could not have influenced or that were caused by third parties.

2. The Provider is liable for damage caused to the Customer as a result of breaching Provider's obligations, i.e., obligations stipulated by law, the Agreement, or these GTC.

3. The Provider's liability for damage arising from point 2) of this article is limited to a maximum of twice the monthly payment for services paid by the Customer to the Provider.

4. The Provider is not liable for any damage resulting from collecting, using or processing data provided by the Provider through the Software, nor for any other damage resulting from incorrect evaluation of such data by the Customer.

5. The Customer acknowledges that the obtained data become their property upon technical delivery of the product.

6. The Customer acknowledges that by acquiring data through the Software provided by the Provider, they assume all risks associated with this method of data collection.

7. The Provider is not liable for any damage caused by power network outages, internet network outages, technical malfunctions and server failures beyond the Provider's control, and technical malfunctions and outages resulting from force majeure.

8. The Provider is not liable for any damage caused by the way the Customer uses the services provided by him.

9. The Provider is not liable for any damage arising from defects stipulated in Article 7, paragraph 1, and related provisions, if the Customer does not report the defects to the Provider properly and promptly, as stipulated in Article 7, paragraph 2.

10. The Provider is not liable for any damage resulting from improper treatment of access codes, passwords or similar data related to the Software by the Customer, thus their misuse, loss, etc.

ARTICLE 8
Terms of Payment

1. By entering into the Agreement, the Customer undertakes to pay the Provider the agreed price for the services provided within due dates specified above in this Agreement.

2. The price for the provided services is a contract price determined on the basis of the order.

3. The Provider reserves the right to limit or completely disable the services provided to the Customer if the Customer is in arrears with payment for ordered services for more than 15 days after their due date.

4. By entering into the Agreement, the Customer explicitly agrees that tax documents shall be sent to them exclusively in electronic form, in accordance with the delivery principles outlined in Article 10 of the GTC. Invoices issued in this manner shall be accepted as valid invoices by both Parties.

ARTICLE 9
Delivery and Communication Means

1. All and any communication between the Provider and the Customer shall primarily take place in electronic form, either through email or other communication channels agreed upon by the Parties or regularly used as means of communication by them.

2. If the nature of the matter requires it, or if expressly requested by the Parties, all such documents shall be delivered by registered mail to the address specified in the concluded Agreement, or to the address provided by the respective Party for correspondence purposes. The document shall be considered delivered on the last day designated by the postal service provider as the final day for its pick up.

3. The parties may also deliver documents in person. If a document is delivered in person, the delivering party is entitled to request written confirmation of receipt from the recipient, signed by that Party or, if applicable, by the person authorized to accept the document. The recipient is obliged to prove without further delay that he is entitled to receive such a document .

ARTICLE 10
GDPR

1. All personal data of the Customer are processed by the Provider as the data administrator in accordance with applicable legal regulations, particularly in compliance with the European Parliament and Council Regulation (EU) No. 2016/679 of April 27, 2016, on Protection of Natural Persons with Regard to the Processing of Personal Data and on Free Movement of Such Data, and repealing Directive 95/46/EC (General Data Protection Regulation).

2. Detailed information regarding processing personal data by the Provider is specified on Provider's website www.forcespike.com.

3. The Customer is - as a provider of personal and other data - obliged to provide all information correctly, truthfully, and completely. If any changes occur to this data during the duration of the Agreement, he must promptly inform the Provider of such changes in accordance with delivery rules outlined in Article 10 of these GTC.

ARTICLE 11
CONFIDENTIALITY CLAUSE

1. The Parties acknowledge that all mutually provided data and information are confidential, regardless of whether they are provided in written or oral form.

2. The Parties are obliged to maintain full confidentiality regarding all facts they learn about each other during their business relationship. This obligation of confidentiality particularly applies to technical procedures, information about system functionality of the Software and other provided services, service and product prices, business information, and all other matters of technical, technological, or business nature (hereinafter collectively referred to as "Confidential or Classified Information"). However, this obligation does not apply to information and data that are publicly available or about which the other Party has expressly stated that they are not confidential.

3. The Parties are authorized to disclose confidential Information to third parties to the extent necessary provided that these third parties cooperate with the Party within the area of or related to the Agreement.

4. The Parties are obliged to take the utmost care to prevent the leakage of confidential information, especially due to password and access data leaks. The Parties further undertake to ensure that there is no leakage of confidential information due to non-compliance with these principles by their employees or third parties cooperating with them.

5. The Parties are entitled to use confidential information exclusively to the extent necessary for the performance of obligations arising from the Agreement or related to such performance.

6. From the day this Agreement was signed, throughout its duration, and for an additional 10 years after its termination. the Parties must handle confidential information according to this article.

ARTICLE 12
FINAL PROVISIONS

1. These General Terms and Conditions come into effect on March 1st 2024**.**

2. These General Terms and Conditions supersede all previous versions of General Terms and Conditions previously published and in force.

   In Prague on 29.2.2024