



EVOPTIMA GENERAL TERMS AND CONDITIONS

The General Terms and Conditions govern the rights and obligations related to the provision of the services specified below by EVOPTIMA and apply to all relationships between EVOPTIMA and the Client without the need for explicit reference. Any written contractual arrangements between the Parties may establish a different manner of resolving certain specific provisions, provided that this does not affect the validity of the other provisions of the GTC.

1. GENERAL

- 1.1. EVOPTIMA is a company specializing in the integration of artificial intelligence in industry, offering advanced AI solutions for optimizing production processes, enhancing efficiency, and reducing costs.
- 1.2. Client is any natural or legal person concluding the Agreement with EVOPTIMA.
- 1.3. These GTC are an integral part of the Agreement. Provisions of the Agreement shall prevail over these GTC.

2. DEFINITIONS

In the Agreement and this GTC, unless the context requires otherwise, the capitalised terms set out below have the following meanings:

- 2.1. "**Agreement**" means the framework agreement on cooperation entered into between EVOPTIMA and the Client;
- 2.2. "**Authorized Persons**" has the meaning given to it in Clause 10.1 of GTC;
- 2.3. "**Client**" has the meaning given to that term in the recitals of the Agreement;
- 2.4. "**Confidential Information**" has the meaning given to it in Clause 8.1 of GTC;
- 2.5. "**Estimated Range**" means the estimated Price of the Work determined based on the estimated time requirements, calculated according to the hourly rate;
- 2.6. "**EVOPTIMA**" means **EVOPTIMA s.r.o.**, ID No.: 179 18 707, with its registered office at V tůních 1769/12, 120 00 Praha 2, Czech Republic, registered in the Commercial register maintained by the Municipal Court in Prague, section C, insert 378252;
- 2.7. "**Fixed Price**" means a price for the Work in a fixed amount;
- 2.8. "**GTC**" means the these General Terms and Conditions;
- 2.9. "**Hourly Rate**" has the meaning given to it in Clause 5.4 of GTC;
- 2.10. "**License**" has the meaning given to it in Clause 6.1 of GTC;
- 2.11. "**Monthly Fee**" means a fixed amount of remuneration that is charged on a recurring basis each month in exchange for performance of Work by EVOPTIMA or provision of other stipulated services by EVOPTIMA;
- 2.12. "**Model**" means a structured, usually binary data file or files that encapsulate parameters derived from training on specific datasets. The Model operates as a computational representation of knowledge and is typically embedded within software applications or systems to execute machine learning or artificial intelligence functions. Software used for training the Model is not considered part of the Model itself;
- 2.13. "**Offer**" means a written offer prepared by EVOPTIMA based on requirements of the Client;
- 2.14. "**Operation**" means a service of management, execution, and maintenance of software systems to ensure their functionality, performance, and reliability. This may include hosting and infrastructure management, monitoring, backup and recovery, and providing support;
- 2.15. "**Price**" means price for the Work;
- 2.16. "**Parties**" means the parties to this Agreement (including their respective successors and permitted assigns) and each is "**Party**";
- 2.17. "**Rapid development mode**" means a software development approach where the team prioritizes speed over perfection to achieve business goals as quickly as possible. Mistakes and bugs are accepted, with continuous adjustments and intense execution.
- 2.18. "**Scope of Work**" or "**SOW**" means an individual contract entered into by the Parties under the terms and conditions of the Agreement;
- 2.19. "**Software**" means a set of instructions or programs executed by computers to perform specific tasks or operations. This includes system software, application software, middleware, firmware, libraries, APIs, and any related updates, upgrades, patches, or enhancements. Software may be delivered as executable code, or source code, or be directly deployed into cloud environments or virtual infrastructures of the Client;
- 2.20. "**Study**" means a structured investigation or research activity conducted to address specific technical, scientific, or operational objectives. It involves collecting and analyzing data, building and evaluating a prototype, and producing a documented deliverable, such as a report or presentation, summarizing the findings and conclusions;



2.21. "**Work**" provision of services in the area of research and development of computer algorithms.

3. PERFORMANCE OF THE WORK, SCOPE OF WORK

- 3.1. EVOPTIMA shall deliver the Work to the Client pursuant to the SOW specifying the particular terms and conditions and the rights and obligations of the Parties.
- 3.2. The Parties shall establish the detailed specification of the Work in the SOW. The Work may take the form of the delivery of Software, Study, Model or Operation services.
- 3.3. The Client shall communicate its requirements for the Work to EVOPTIMA, who shall prepare and send to the Client the Offer.
- 3.4. The Offer shall include a reference to the Agreement, a specification and scope of the Work, the time of performance, criteria for acceptance of the Work if applicable and the Price.
- 3.5. Upon acceptance of the Offer by the Client, the SOW shall be agreed between the Parties.
- 3.6. EVOPTIMA shall provide the agreed Work properly and on time. EVOPTIMA shall notify the Client of any circumstances which it discovers during the performance of the Work which may affect any change in its instructions. EVOPTIMA may divert from the Client's instructions if it is in the Client's interest and if EVOPTIMA cannot obtain the Client's consent in time.
- 3.7. The Parties may change the terms and conditions of the SOW by mutual agreement. In the event that EVOPTIMA discovers during the course of the performance of the Work that the anticipated time or technical difficulty of the Work under the SOW is disproportionate to the actual situation, EVOPTIMA shall be entitled to inform the Client of this fact and to initiate negotiations on an agreement on a change to the SOW. For the purposes of this clause, disproportion means a difference of at least 20% in time requirements. Pending agreement on the change of the SOW, EVOPTIMA shall be entitled to suspend further performance of the Work.
- 3.8. The Client undertakes to provide his cooperation to EVOPTIMA while performing the Work for the Client including informing EVOPTIMA about any and all events and circumstances which may have an impact on performing of the Work, respond to messages and inquiries of EVOPTIMA in a timely manner and provide EVOPTIMA with materials and information that are requested, set up access to Client's production environment that EVOPTIMA need to performing the Work (remote or physical access) and/or arrange for third parties to cooperate with EVOPTIMA.

4. ACCEPTANCE OF THE WORK

- 4.1. This Acceptance Process Regulation as set out in this Article 4 shall apply in the case where the subject matter of the Work is delivery of the Software or Model. In the case in which the subject matter of the Work is a Study or Operation services, the Work shall be completed when it is handed over to the Client or when the services are rendered to the Client.
- 4.2. EVOPTIMA shall deliver to the Client the Work in accordance with the SOW and the Client shall accept it. The Client shall, within 10 (ten) working days of delivery of the Work, carefully examine and test the Work and either accept the Work as delivered or specify in writing the specific defects for which it refuses to accept the Work. Acceptance of the Work by the Client shall be confirmed between the Parties.
- 4.3. In the event that the Client refuses to accept the Work due to defects in the Work, EVOPTIMA shall verify the existence of such defects by comparing the parameters of the delivered Work with the parameters of the Work and acceptance criteria pursuant to the SOW and to remove the identified defects. EVOPTIMA shall inform the Client about the results of the verification of the existence of defects and the removal of defects if identified. In the event that EVOPTIMA determines on the basis of the verification that the defects specified by the Client are not defects, EVOPTIMA shall be entitled to demand payment from the Client for the price for the time spent on the verification of the existence of defects, according to the Hourly Rate, effective on the last day of the verification by EVOPTIMA.
- 4.4. In the event that (i) the Client refuses to accept the delivered Work without justification or (ii) the Client refuses to accept the Work due to defects which, upon verification by EVOPTIMA, turn out not to be defects or (iii) the Client fails to formally accept the Work within the time limit pursuant to Clause 4.1 of the GTC, the Work shall be deemed to have been accepted, in the case of clauses (i) and (ii) on the date of refusal to accept and in the case of clause (iii) on the date of delivery of the Work by EVOPTIMA to the Client.
- 4.5. Acceptance of the Work shall entitle the Client to use the Work in accordance with the License terms of the GTC and shall entitle EVOPTIMA to invoice the Client for the Price agreed under the SOW. By accepting the Work, the Client confirms that the Work performed and delivered is complete, free from defects and meets the Client's



requirements at the time of acceptance. Work that has not been accepted and is not deemed to have been accepted shall remain the property of EVOPTIMA and the Client shall not have the right to use it.

4.6. The Parties agree that by payment of the invoice for the Price of the Work the Client also accepts the Work, i.e. confirms that the Work performed is complete, free from defects and meets the Client's requirements at the time of acceptance.

5. PRICE, PAYMENT TERMS AND INVOICING

5.1. The Client shall pay the Price pursuant to the SOW.

5.2. The Price may be agreed as Hourly Rate or Fixed Price in the SOW.

5.3. In case the Fixed Price is agreed in the SOW, EVOPTIMA shall perform the Work specified within the SOW for the Fixed Price regardless of the actual time required and the Client shall be obliged to pay this Fixed Price.

5.4. The Price of the Work performed under the SOW may be agreed and determined in accordance with the price per hour per worker set out in the Article 2 of the Agreement (the "**Hourly Rate**").

5.5. The Price determined in accordance with the Hourly Rate may be subject to the Estimated Range under the SOW.

5.6. Estimated Range serves solely as an estimate. Therefore, Client agrees that EVOPTIMA may exceed Estimated Range of the Price by up to 10 % and such change will not be considered as a change to the SOW. Should EVOPTIMA exceed the Estimated Range by more than 10 %, it will notify the Client when the Estimated Range reaches 99,9 % and suspend the performance of the Work until the Parties agree on the terms and price of its continuation.

5.7. The Price may be agreed under the SOW in the form of the Monthly Fee. In such case, the Client shall pay the Monthly Fee on a regular monthly basis, regardless of whether or not the Client requests performance from EVOPTIMA to the agreed extent.

5.8. The Parties agree that EVOPTIMA shall be entitled to unilaterally change the Hourly Rate set forth in the Agreement if it notifies the Client of such change at least three months before it becomes effective. The change shall not apply to already concluded SOW.

5.9. EVOPTIMA is entitled to require an advance payment of the Price in the amount specified in the SOW. If the advance payment of the Price is stipulated in the SOW, EVOPTIMA is entitled to withhold the commencement of performance of the Work until the advance payment is made.

5.10. The price for Work stipulated in the SOW shall not include any costs of third-party services. In case any costs for third-party services need to be paid, EVOPTIMA shall inform the Client and the Client shall pay the costs for the third-party services based on an invoice issued by EVOPTIMA together with the Price.

5.11. The Price shall be paid by the Client on the basis of an invoice issued by the Client, which shall be in the form of a tax document. The due date of each invoice is 14 (fourteen) days from the date of issue.

5.12. All prices (including the Price) agreed pursuant to the Agreement shall be increased by VAT or other applicable taxes at the statutory rate.

5.13. The Client shall bear all the fees for the payments in connection with the Agreement charged by the bank and other fees associated with the payment so that EVOPTIMA shall receive the amount specified in the invoice.

5.14. The Price shall be paid in the agreed currency; unless otherwise agreed, Czech crowns (CZK) shall be expected as the agreed currency. Should the Czech legal currency be changed to EUR or another currency, the new currency shall be used.

5.15. Unless otherwise agreed in the Agreement, the Price agreed in EUR has been agreed with regard to the CZK/EUR exchange rate announced by the Czech National Bank as of the date on which the SOW is concluded. If the current exchange rate announced by the Czech National Bank as of the date on which the invoice is issued differs by more than 5 %, EVOPTIMA shall be entitled to recalculate the invoiced Price in accordance with the current CZK/EUR exchange rate.

5.16. Unless otherwise agreed in the Agreement, EVOPTIMA shall be entitled to send invoices to the Client electronically. In such case, the EVOPTIMA shall generate the invoice in the PDF format and send it by email from its email address to the Client's email address. The Client shall receive the invoice (sent in the PDF format) in his email box, shall open it using a suitable computer programme (for example, Adobe Acrobat Reader) and shall print it, as necessary, in a manner ensuring that the content of the invoice remains unchanged. The invoice sent in the above mentioned manner shall be regarded as delivered on the day on which it was received at the Client's email address. Neither EVOPTIMA after sending the invoice nor the Client after receiving the tax document shall modify the content or the format of the given invoice. Both Parties shall take all measures necessary to meet all statutory regulations governing the way of archiving documents. Both Parties also declare that the procedure in accordance with this paragraph helps to maintain authenticity of the origin of invoices, the integrity of their



contents and their legibility. In spite of the facts mentioned in this paragraph, the EVOPTIMA shall be obliged, at the Client's request, to submit an invoice to the Client even in paper form.

5.17. The Client may dispute the invoiced Price only if the Client raised a timely objection to defects in the Work that relate to the invoiced Price in accordance with Clause 4.3 of the GTC. If there is a dispute regarding the amount of the Price, the Client undertakes to pay EVOPTIMA the full undisputed amount of the Price in accordance with the terms of the SOW regardless of the status or nature of the dispute.

5.18. EVOPTIMA shall be entitled to suspend the performing of the Work if the Client is in default with fulfilling any of his payment obligations towards EVOPTIMA or if such default is imminent.

5.19. EVOPTIMA shall be entitled to set off its claims against the Client, even if the Client disputes them or considers them uncertain.

6. LICENSE AGREEMENT

6.1. If the result of the performance of the Work under the Agreement or the SOW is a work of authorship protected by Act No. 121/2000 Coll, Copyright Act, as amended, or subject to other intellectual property rights, the license to such Work is granted on the terms and conditions set out in these GTC and the Client undertakes to comply with these terms and conditions (the "**License**"). The Client acknowledges that the License is granted for the purpose of using the Work only on the terms and conditions set out in these GTC, unless otherwise agreed under the SOW.

6.2. The License is granted to the Client as a non-exclusive, unless expressly stipulated otherwise in the Agreement.

6.3. The Client is entitled to grant a sub-license to a third party only with the prior written consent of EVOPTIMA. The Client shall be entitled to assign or otherwise transfer the License to a third party only with the prior written consent of EVOPTIMA.

6.4. The Client is not authorized unless expressly stipulated otherwise in the Agreement to copy, distribute, reproduce, separate parts of the Work or create derivative versions of the Work.

6.5. Unless expressly stipulated otherwise in the Agreement, the Client shall not reverse engineer, disassemble, modify, alter, decompile, translate, process, alter or extract the Work or any of its components, or make any attempt to discover the source code of the Work or create derivative products from it.

6.6. Should the Work consist of the Software delivery, unless expressly stipulated otherwise in the Agreement, the Client shall not be provided with the source code to the Work.

6.7. Should the Work consist of the Model delivery, the Client is granted a non-exclusive License to use the Model, without permission to modify the Model. Unless expressly agreed otherwise in the SOW or Agreement by the Parties, the software that was used to create such Work is not part of the Work and shall not be delivered to the Client nor shall the Client be granted any rights to such software. The Parties may agree on the delivery of such software separately, under the SOW regarding the Software delivery.

6.8. The Client specifically agreed that there can be parts of the Work that are created or reviewed by third-party AI tools. If EVOPTIMA exercises the proprietary authorship rights to such part of the Work, it will grant License to the Client also to this part of the Work. In other cases such part of the Work is not subject to the License granted by EVOPTIMA.

6.9. The Client also agreed that EVOPTIMA may incorporate libraries and other third-party components into the Work, including those licensed under open-source licenses. License of the Client to such part of the Work shall be governed by the respective open-source license of such part of the Work.

6.10. Should the Work consist of the Study delivery and the Study includes software with its source code, the Client is aware that the execution or operation of such source code may require additional third-party licenses. The Client is also aware that such licenses are not part of the Work (generally, such software is produced using third parties commercial development tools).

6.11. The Client shall inform EVOPTIMA without delay, within 3 working days at the latest, if a third party infringes or in any other way interferes with EVOPTIMA's copyright in the Work and its performance or claims any rights against the Client in connection with the Work.

6.12. The Client must not use the Work or any of its parts in a way that could harm or compete with EVOPTIMA.

7. LIABILITY

7.1. Should the Work consist of the Software or Model delivery, EVOPTIMA provides the Client with a guarantee that the accepted Work will comply with the parameters specified in the SOW for the period set out in the Agreement or SOW, which shall commence at the time of acceptance of the Work. EVOPTIMA will remedy all confirmed defects of the Work within a reasonable time limit provided that the Client notifies the defect of the Work without undue delay (i) after its discovery, or (ii) after the Client could have discovered such defect of the



Work with reasonable diligence. Any rights from defects of the Work cannot be applied to defects of the Work caused due to circumstances external to the Work itself, such as by a change in the parameters of the Client's environment. Furthermore, EVOPTIMA shall not be liable for any defects of the Work caused by the Client or third parties, in particular in cases where the Client fails to maintain the Work in accordance with the relevant documentation or has unauthorisedly interfered with the Work itself or through a third party.

7.2. In case no guarantee for the Work is agreed in the Agreement or SOW by the Parties (rapid development mode), EVOPTIMA does not provide a guarantee for the delivered Work. The Parties may agree on removal of any defects (whether they are called as defects, bugs, or otherwise) within the specification of the separate SOW. However, the Parties may separately agree on provision of maintenance and support services under which EVOPTIMA will troubleshoot problems or remove defects for the Client under agreed terms for an agreed period of time.

7.3. The maximum cumulative liability of EVOPTIMA resulting from the Agreement or connected with the Agreement shall not exceed the total amount actually received by EVOPTIMA from the Client based on such Agreement in the 12 months period preceding the date on which the Client raise the claim for compensation. Above this amount, the liability of EVOPTIMA is excluded to the fullest extent permitted by law.

7.4. EVOPTIMA shall not be liable to the Client for non-pecuniary losses. EVOPTIMA shall not be liable for damage arising from circumstances or causes which could not reasonably be expected to be influenced by it, or if it is proven that the damage could not have been prevented even with the exertion of all reasonable efforts that can be fairly required of it. EVOPTIMA shall not be liable for any indirect or consequential damages (including lost profits) suffered by the Client (or any other party) in relation to the provided services (including the Work) regardless of how the damage was caused.

7.5. In the case where the Work delivered by EVOPTIMA is installed in the product manufactured by the Client, the Client shall bear full responsibility for all direct and/or indirect consequences that may arise from the use of such product. The Client guarantees that such product will be manufactured and/or used and/or marketed in full compliance with the applicable regulations on product safety. The Client undertakes to hold EVOPTIMA harmless and indemnified against any claims and/or legal proceedings brought against it by the end-user and/or third parties in connection with alleged defects in the products.

7.6. EVOPTIMA specifically disclaim any and all liability for damage caused by third-party materials, services, tools, and their outputs.

8. CONFIDENTIALITY

8.1. The Parties declare that during the course of their cooperation under the Agreement, they will exchange information between them ("**Confidential Information**"), which may include information that one or both of the Parties may consider to be confidential or the subject of trade secrets or the subject of protection under other laws. Confidential Information shall be deemed to include the contents of the Agreement, information obtained by EVOPTIMA in the performance of the SOW and any other information disclosed by the Parties to each other which is not publicly available.

8.2. The Parties undertake (each separately) to protect Confidential Information received from the other Party at least in the same manner as they protect their own information and to prevent its disclosure to third parties.

8.3. In particular, the Parties undertake (each separately) to use the Confidential Information obtained from the other Party only to the extent necessary for the performance of the SOW. Any disclosure of Confidential Information to a third party shall be subject to the prior written consent of the Party providing such information.

8.4. If a Party breaches any obligation under the Agreement regarding the protection of Confidential Information, the aggrieved Party shall be entitled to demand from the other Party a contractual penalty amount of CZK 100,000 for each breach of such obligation, even repeatedly. The contractual penalty is payable within fifteen (15) days from the date of receipt of the invoice issued for its payment. This is without prejudice to or limitation of the injured Party's right to payment of compensation for damages.

9. TERMINATION OF AGREEMENT

9.1. The Agreement shall be concluded for an indefinite period, unless agreed otherwise therein.

9.2. Unless expressly agreed otherwise, the Agreement shall be terminated upon the expiration of a three-month notice period commencing on the first day of the calendar month directly following the calendar month in which the notice of termination without cause was delivered to the other Party.

9.3. EVOPTIMA shall be entitled to withdraw from the Agreement or from the relevant SOW or from all active SOW in the event that the Client is in default in payment of the Price of Work under the Agreement or the relevant SOW for a period of more than thirty (30) days.



10. COMMUNICATION, AUTHORIZED CONTACTS

10.1. The Parties agree that the communication between them in relation to the performance of the Work shall take place, in particular, through the Internet (e-mails).

10.2. Each Party shall designate an authorized person or persons (the "**Authorized Persons**"). The Authorized Persons shall represent the Party in contractual and commercial matters relating to the performance of the Agreement. The Parties shall be entitled to unilaterally change the Authorized Persons, but shall notify the other Party in writing in advance of such change.

10.3. The Parties agree that any communication between them shall be made exclusively through the Authorized Persons and predominantly by email or through project management tool, which shall be deemed to be in writing for the purposes of the Agreement.

11. FINAL PROVISIONS

11.1. The Agreement and the SOW and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with the laws of the Czech Republic.

11.2. The Parties irrevocably agree that the courts of the Czech Republic shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (and the SOW), including a dispute relating to any non-contractual obligation arising out of or in connection with this Agreement and SOW.

11.3. None of the rights and obligations of the Client under the Agreement may be assigned or transferred without the prior written consent of EVOPTIMA.

11.4. The assignment of the Agreement or the SOW without the prior written consent of EVOPTIMA is prohibited.

11.5. The Client shall not be entitled to unilaterally set off its claim against claims towards EVOPTIMA without EVOPTIMA's prior written consent.

11.6. Any change or amendment to the Agreement and its termination require written form. Any provisions of the Agreement that would deviate from GTC require written form, which shall also apply to their amendment and termination. The Agreement replaces all previous arrangements between EVOPTIMA and the Client, except for the Agreement previously concluded in writing. The Agreement, including these GTC constitute a complete agreement on the subject matter of the Agreement and all matters that the Parties had and wished to agree upon in the Agreement, which they consider important for the binding nature of the Agreement. No statement made by the Parties during negotiations of the Agreement, nor any statement made after the conclusion of the Agreement, shall be interpreted in a manner inconsistent with the explicit provisions of the Agreement, and shall not create any obligation for the Parties.

11.7. The Agreement concluded in writing shall come into effect at the moment of its signing by the last Party.

11.8. If any provision of these GTC or the Agreement is or becomes invalid, ineffective or unenforceable, the validity, effect and enforceability of the other provisions of these GTC or the Agreement shall not be affected. The Parties shall be obliged to cooperate with each other with the aim to replace the invalid, ineffective or unenforceable provision with a provision the idea and the purpose of which corresponds to those of the invalid, ineffective or unenforceable provision to the fullest extent possible. The same shall apply to gaps.

11.9. The Client declares that these GTC do not contain any provisions which could not be reasonably expected and expressly accepts these GTC to the fullest extent.

11.10. The Client declares that neither the conclusion of the Agreement nor these GTC are disadvantageous for him and, in particular, that the values of the performance of EVOPTIME and the Client are adequate.

11.11. The Parties expressly confirm that the Agreement (including these GTC) is the result of negotiations and each Party had the opportunity to influence their contents.

11.12. The Parties do not wish for any rights or obligations to be inferred from the past or future practices established between the Parties or from customs generally followed or within the industry relating to the subject matter of performance, unless expressly agreed otherwise in the Agreement. In addition to the above, the Parties confirm that they are not aware of any different business usage or practice introduced between them.

In Prague on 1 February 2024

EVOPTIMA s.r.o.