GENERAL SLA TERMS AND CONDITIONS

No. VSLAP_202~~4~~0610~~30111~~

Effective from: 1~~0~~ June ~~November~~ 202~~4~~3

BETWEEN:

(1) **JABLOTRON CLOUD Services s.r.o.**, reg. No.: 047 86 645, registered office U Přehrady 3204/61, Mšeno nad Nisou, 466 02 Jablonec nad Nisou, Czech Republic, registered in the Commercial Registered administered by the Regional Court in Ústí nad Labem, section C, file No. 36983 ("**Provider**");

and

(2) Provider's partner who uses the JA PARTNER module and provides the ARC service in cooperation with the Provider ("**Partner**");

(The Provider and the Partner hereinafter collectively referred to as "**Parties**", each of them individually as a "**Party**")

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WHEREAS

(A) The Partner is an entity which provides services based on the transfer, processing and evaluation of Communication Signals from Customers' Devices;

(B) The Provider ensures for the Partner reception of Communication Signals transmitted by Customers' Devices, their processing and subsequent transfer to the Partner's ARC device;

(C) The Parties wish to modify the level of service set forth in letter b) above to be provided to the Partner and the terms and conditions under which the Provider will, to the best of its knowledge and belief, seek and use all reasonable efforts to comply with such level and availability of service, but without giving the Partner an enforceable right to the provision of a particular level of service

THE PARTIES agree as follows:

1. DEFINITION OF TERMS

1.1. Capitalized terms used in these Terms and Conditions have, based on the will of the Parties, the following meanings, and terms not listed here have the meanings set forth in the General Terms and Conditions for the Use of Cloud JABLOTRON (Cloud JABLOTRON TCU) then in effect and the Special Terms and Conditions for the Use of the JA PARTNER Module (JA PARTNER T&C):

"**ARC Device**"	means a receiving device of a Partner operating an ARC (*alarm receiving centre*) capable of receiving Messages sent from the Platform;

"**Cloud Control Server**"	means a device, system or software that performs regular checks of functionalities and components necessary for proper provision of the ARC Service;

"**Cloud JABLOTRON**"	means the Provider's trade name used for an environment operating on the Platform consisting of a variety of hardware, in particular server, storage and network, and software components in which the Services for the ARC are provided and which the User accesses using the User's Account;
"**Data Centre**"	means a data centre consisting of hardware parts and devices that host the Platform;
"**Effective Period of the Terms and Conditions**"	means the period from the beginning of effect of the Terms and Conditions set by the Provider until the time stipulated in the Successor Terms and Conditions or until the beginning of effect of the Successor Terms and Conditions or until the time specified in a notification pursuant to subpar. 13.2.3;
"**Date of Establishment of the ARC Service**"	means the day when the last of the following facts occurs: **(i)** the Provider informs the Partner that the ARC Service is fully functional; and **(ii)** the Partner actually uses the ARC Service, which is manifested by Provider's ARC receiving Communication Signal from the Customer's Device through the ARC Service;
"**Confidential information**"	means all • disclosed information (regardless of whether designated as confidential or not) that has any relation to the Platform, the Data Centre, the ARC Service, Devices or the JA PARTNER Module, with the exception of Communication Signals and Messages; and • information about the content of performance by the Parties provided hereunder;
"**Help Desk**"	means application interface of Provider's user support capable of receiving requests and information and reply to them;

"**JA PARTNER**"	means a Module extending the MyJABLOTRON Service with features intended for Important Partners and other entities at the Provider's discretion, which allow them in particular to **(i)** establish, activate, configure and, where applicable, deactivate and cancel the Accounts of Installation Partners, Mechanics and in some cases End Users, **(ii)** Register Devices in Cloud JABLOTRON and, where applicable, discontinue their use, **(iii)** set up communication of registered Devices with Cloud JABLOTRON or discontinue the communication, **(iv)** remotely configure the Devices, **(v)** remotely perform certain tasks for Mechanics and End Users, **(vi)** grant other Users permission to create Accounts of End Users and other persons,**(vii)** manage their participation in the Provider's commission system, and in the event of having agreed so with the Provider, also **(viii)** to provide the Alarm Receiving Center (ARC) service; all of the
	above under the conditions specified in the Special Terms and Conditions for the Use of the JA PARTNER Module;
"**Communication Signals**"	means signals transmitted by Devices and containing information about changes in the Device's state (event), its communication and technical information;
"**Successor Terms and Conditions**"	means General SLA Terms and Conditions published on the Website with a subtitle of a more recent date of publication superseding the current Terms and Conditions in force and effect;
"**Scheduled Work**"	means scheduled technical shut-downs and scheduled updates and maintenance of software and hardware components used to provide the ARC Service;
"**Platform**"	means software located in the Data Centre and a set of any other measures that (together with the software) enable to receive and process Communication Signals to the form of a Message and send the Message to the Partner's ARC device;
"**Terms and Conditions**"	means these General SLA Terms and Conditions;
"**Failure**"	means a problem in a functionality or a component necessary for the proper provision of a ARC Service that does not allow the Partner to use the ARC Service at all or under restricted conditions;
"**Operation**"	means the period from the Date of Establishment of the ARC Service until the date of termination of the provision of the ARC Service to the Partner;

"**Preparatory Stage**"	means the period from the date of conclusion of the contractual relationship governed by these Terms and Conditions until the Date of Establishment of the ARC Service;
"**Reconfiguration**"	means a scheduled and approved change to the Device settings;

"**ARC Service**"	is a collective name for a set of activities and acts the essence of which is:
	• the Provider's technical capacity to *receive* Communication signal from the Device;
	• further *processing* of thus received Communication Signal on the Platform in the Data Centre;
	• to *transmit* the processed Communication Signal (Message) from the Platform to the Partner's ARC device; proper transmission of processed Communication signal means transmission of signal carrying relevant information that the Partner's ARC device (connected and tuned during the Preparatory Stage) is able to receive and confirm receipt to the Platform;
"**Force Majeure**"	means any action, event or condition which is outside the sphere of influence of the Provider, e.g. emergencies – natural disasters, civilisational emergencies (e.g. industrial accidents, operational accidents, technical accidents, terrorism, war states, hacker attacks, malicious computer program attacks), emergencies caused by other influences (e.g. events caused by biological threat – epidemics, pandemics, pest influence), including cases of failure to meet obligations on the part of Providers of Support Services or Important Partners, which does not allow or hinders proper functioning of Cloud JABLOTRON or does not allow or hinders the proper operation or functionality of the ARC Service;
"**Customer**"	means a customer of the Partner who is either an end user of the MyJABLOTRON Service or the MyCOMPANY Module;
"**Device**"	means any product for which a unique *RegKey* code or a similar code allows sign-up in Cloud JABLOTRON and the status of which can subsequently be obtained in Cloud JABLOTRON and which transmits Communication Signals;
"**Message**"	is the result of processing of Communication Signals on the Platform in the Data Centre, which is to be sent to the Partner's ARC device.

2.   PURPOSE OF THE TERMS AND CONDITIONS

2.1. The purpose of these Terms and Conditions is in particular **(i)** to define the level of the ARC Service and the conditions under which the Provider will, to the best of its knowledge and belief, strive to achieve such level and availability of the ARC Service (best-effort service); **(ii)** to regulate the availability of the ARC Service, which the Provider will use all reasonable efforts to achieve; and **(iii)** to set out the conditions that the Partner must comply with as a prerequisite for the provision of the ARC Service under these Terms and Conditions.

3.   COMPOSITE CHARACTER OF THE ARC SERVICE

3.1. <u>Composite character of the Service</u>. The Partner acknowledges that proper transmission of Communication Signals and Messages is a composite process consisting of interaction of several independents processes, services and devices that are not always controlled by the Provider.

3.2. With regard to this, the Partner agrees that all commitments, representation and affirmations of the Provider will be interpreted and applied only in relation to the Operation and solely to those processes, services and devices controlled by the Provider, but not in relation to processes, services and devices not controlled by the Provider, in particular, not for:

   3.2.1.   processes and services accompanying or allowing transmission of Communication signal from the Device;

   3.2.2.   GSM networks, quality and functionality of these networks;

   3.2.3.   components in LAN networks, their quality and functionality and hardware equipment outside the sphere of the Provider's disposition.

3.3. In the event that the Device to which the ARC Service is provided is an IP Control Panel, it is necessary for the transmission of Communication Signals that the user of this Device is provided with the MyJABLOTRON Service in full in relation to this Device. In the event that, for any reason (in particular, failure to pay for the Service), the MyJABLOTRON Service is not provided in full in relation to this Device, the transmission of Communication Signals and therefore the operation of the ARC Service may not take place.

3.4. For the avoidance of any doubt, the Parties agree that **(i)** the Provider shall not be liable for the quality of the *received* Communication signal; and **(ii)** the ARC Service is not provided during scheduled Device Reconfiguration.

4.   PRICE

   The ARC Service is provided to the Partner free of charge.

5.   PREPARATORY STAGE

5.1. The Partner acknowledges that after the conclusion of the contractual relationship governed by these Terms and Conditions it is obliged to take certain measures of a technical nature for the establishment of the ARC Service, which are set out in <u>Annex 1</u> to these Terms and Conditions. These measures depend on the selected type of connection technology and are preconditions of transition into Operation, which conditions proper provision of the ARC Service. The Provider reserves, for the Preparatory Stage, the right to unilaterally supplement or change the measures in question (or of their individual parameters); however, the Partner will be notified of any such change without delay.

5.2. After the Partner ensures fulfilment of measures listed in <u>Annex 1</u> hereto and sends to the Provider its WAN IP address and email address for logging into the Partner's Account, where the Partner will access the JA PARTNER Module (login email), the Provider will contact the Partner and they will jointly test the measures taken; at the same time, credentials to access the JA PARTNER Module will be generated. In the Preparatory Stage, only test devices will be used; the Partner may not use Customers' Devices in that stage.

5.3. After successful testing according to the previous paragraph, trial operation will be in place for five (5) days, during which the stability of communication and success rate of transmission of test data are evaluated. If the trial operation shows that the ARC Service may be provided properly in accordance with these Terms and Conditions, the Provider establishes the ARC Service and sets up all the necessary information about the Partner on the server, including automatic alerts sent to Partner's contact emails and phone numbers referred to in Article 11 of these Terms and Conditions.

5.4. If the ARC Service is established, the Provider will send an information email to the Partner's contact person.

5.5. The Parties agree that the above acts and requirements in the Preparatory Stage will always be carried out by the respective Party without undue delay after entering into the contractual relationship governed by these Terms and Conditions, at the cost of the obligated Party. For the avoidance of any doubts, the Parties agree that none of the Parties is entitled to reimbursement of costs associated with the preparation and activation of the ARC Service.

6.   LEVEL OF THE ARC SERVICE

6.1. The Provider undertakes to use its best efforts to achieve and comply with the Technical Parameters of the ARC Service set out in <u>Annex 2</u> to these Terms and Conditions. The Provider, however, does not guarantee the parameters in question with regard to the free provision of the ARC Service (best-effort service).

6.2. The Provider has also made its best efforts in selecting and setting up the operation of the Data Centre to enable optimal functionality, reliability and safe operation of the Platform under the given conditions and, accordingly, the availability and reliability of the ARC Service provided to the Partner.

6.3. However, the Provider makes no representation as to the specific value of the availability of the ARC Service. This may be affected by, among other things, Planned Work, Device Reconfiguration, as well as situations requiring emergency intervention of the Provider. The Partner shall not be entitled to any rights arising from the fact that the ARC Service is not provided to the Partner at that time.

7.   BASIC OBLIGATIONS OF THE PARTNER

7.1. The Partner undertakes to ensure that the measures taken and parameters set up with the Provider **(i)** in the Preparatory Stage; or **(ii)** during Device Reconfiguration will *remain* until the next scheduled Device Reconfiguration, otherwise throughout the duration of the contractual relationship governed by these Terms and Conditions.

7.2. The Partner acknowledges that proper fulfilment of obligations under the previous paragraph is an essential precondition of proper performance the Provider's obligations under these Terms and Conditions.

7.3. The Partner agrees that any interventions in the parameters listed in Annex 1 and set up with the Provider in the Preparatory Stage may be performed in the Operation only after

previous notice sent to the Provider at support@myjablotron.com and subsequent approval of the proposal by the Provider.

8. OTHER OBLIGATIONS OF THE PROVIDER

8.1. Business guarantees: The Provider commits to the Partner to the following:

    8.1.1. the ARC Service will be provided to the Partner free of charge;

    8.1.2. The Provider shall not, without the Partner's consent, assign the contractual relationship with the Partner governed by these Terms and Conditions to a third party within the meaning of the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended;

    8.1.3. Should an essential change in the Provider's ownership structure or sale of Provider's assets consisting, among other things, of the ARC Service or the Platform happen in the future, this fact shall not constitute any special cause on the side of the Provider to terminate the contractual relationship with the Partner governed by these Terms and Conditions;

    8.1.4. Provider shall refrain from any disposition of Partner's or Customer's data that would be inconsistent with these Terms and Conditions, unless such disposition is a necessary part of the ARC Service and except where such disposition is required by Applicable Regulations or an enforceable decision

    of state authorities.

8.2. Should the Provider be threatened at any time in the future by the emergence of a punitive or fee obligation in connection with the ARC Service, the Provider reserves the right to limit the provision of the Service for the time until such risk passes.

8.3. Scheduled Work

    8.3.1. The Provider reserves the right to temporarily limit, for a necessary time period, the time of provision of the ARC Service due to performance of Scheduled Work. During the performance of Scheduled Work, some or all essential features of the ARC Service may not be functional. The Provider shall inform the Partner about each such Scheduled Work usually seven (7) days prior to commencement of work and three (3) days before commencement of work, at the moment of commencement of work and at the moment of resuming operation. The Provider's obligation to inform the Partner in advance, however, does not apply to cases of an emergency intervention.

    8.3.2. The Provider shall endeavour not to exceed a cumulative total of twelve (12) hours of unavailability of the ARC Service in any one calendar year. The resulting availability of the ARC Service is a level that the Provider will use all reasonable efforts to achieve. The extent of limitations due to emergency interventions cannot be estimated in advance, but the Provider shall use its best efforts to prevent them.

    8.3.3. The Provider shall communicate notices of Planned Work and notices of emergency intervention to the Partner in an appropriate manner, e.g., by email or SMS.

    8.3.4. All unsent Messages will be sent to the ARC without undue delay after the resumption of operation.

8.4.   Functionality check.

8.4.1. The Provider agrees to use, to the best of its knowledge and belief, all reasonable efforts to ensure that the Data Centre includes, throughout the duration of the Terms and Conditions, a Cloud Control Server that automatically issues an alert in the event of problem detection and sends it to the Provider's and Partner's contact information listed in Article 11.

8.5.   A condition requiring emergency intervention.

8.5.1. In the event that the Provider determines that the ARC Service is unavailable to the Partner for reasons requiring the Provider's emergency intervention, the Provider shall use reasonable efforts to have the condition requiring such intervention remedied as soon as possible and the ARC Service restored.

8.6.   User support.

8.6.1. The Provider agrees to ensure, to the best of its knowledge and belief, proper operation of a Help Desk, which will be capable of receiving Partner's requests for service and removal of Failures twenty-four (24) hours a day, seven (7) days a week, all year round. In the event that the Help Desk is unavailable for any reason, the Partner may report a Failure by calling at +420 775 466 466 provided that the Partner provides proper identification during the call.

8.6.2.   The communication language to report Failures is, at the Partner's choice,

English or Czech.

8.6.3. Where the Partner is reporting a Failure via the Help Desk and selecting the severity option, it must classify it as "Critical". After confirmation of receipt, the Partner's notification receives a trouble ticket (TT).

8.6.4.   Subsequently, the Partner will receive an automatically sent email confirming the receipt of the Failure report and informing of the trouble ticket (TT) assigned, together with

• the estimated time to remove the Failure will be stated; or

• specification of the necessary cooperation from the Partner.

The Partner is informed of the removal of the Failure by email and the TT is closed.

If the Provider concludes that the Failure does not originate in the Provider's sphere of disposal, the Partner is informed about the probable origin of the Failure and the closure of the TT.

8.6.5. All email notifications regarding the resolution of the reported Failure and TT status are sent to the Partner's e-contact specified in par. 11.4.

8.6.6. In removing the Failure, each Party bears its own costs. The Provider shall not bear costs or liability for removal of a Failure originating from processes, services or devices out of the Provider's control (see par. 3.1 above).

9.   OTHER OBLIGATIONS OF THE PARTNER

9.1. Given that the ARC Service is provided to the Partner free of charge, the Partner agrees to ensure that all operators of Devices and Customers constituting the Partner's customer

tribe have free access to Cloud JABLOTRON; the Partner may charge for the access to JABLOTRON Cloud only after prior consent of the Provider.

9.2.   The Partner undertakes to

9.2.1. provide the Provider with all necessary assistance to ensure proper functioning of the ARC Service if asked so by the Provider, in particular, but not limited to, for proper management or restoration of communication routes, for removal of technical or other problems which impede the provision of the ARC Service, etc.;

9.2.2. inform the Provider of any substantial change in the ownership structure (i.e., a change to the extent corresponding to at least thirty percent (30%) of voting rights and more) or of any facts that have actual or potential effect on the fulfilment of Partner's obligations resulting from the contractual relationship governed by these Terms and Conditions or fulfilment of Partner's obligations to its Customers.

9.3.   <u>Confirmation of rights</u>: The Partner hereby acknowledges and agrees to respect that

9.3.1. The ARC Service, or specifically the individual tools used to provide it, are subject to protection under the Applicable Regulations, with all copyrights and industrial rights relating to the ARC Service being exercised by the Provider or its Related Party;

9.3.2.   The designations used in connection with the ARC Service (mainly JABLOTRON, MyJABLOTRON, MyCOMPANY, JA PARTNER or SDC, or Security Data Connector) are either **(i)** registered trademarks owned by the Provider or its Related Parties; or **(ii)** trade names specific to the Provider or its Related Party whose use in commercial transactions by the Partner or a third party without consent would constitute prohibited unfair competition.

10.   PROVISIONS IN CASE OF PROVIDER'S OBLIGATION TO COMPENSATE DAMAGE

10.1. Harm incurred by the Partner in connection with the use of the <u>ARC Service</u>. Should the PARTNER become entitled, in connection with the use of the ARC Service, to compensation of harm due to the violation of an obligation resulting from these Terms and Conditions or Applicable Regulations, the Provider will be liable only for harm caused by the Provider, in total not exceeding the amount of direct actual damage suffered by the Partner as an immediate and direct result of a breach of obligation based on fault, however not exceeding CZK 100,000 (one hundred thousand Czech crowns) for the entire duration of the contractual relationship regulated by these Terms and Conditions.

10.1.1. The Provider, with regard to the above-mentioned limitation of harm compensation, will not compensate for especially non-material harm, including in the form of satisfaction, loss of profit and other consequential or indirect damage or harm caused by damage to reputation (goodwill).

10.1.2. The Provider shall not be liable for harm caused by breach of obligation if prevented from fulfilment by an obstacle resulting from an event of Force Majeure, including obstacles arising from their personal circumstances.

10.2. The agreed limitation of compensation for damages will always apply to the greatest extent permitted by the mandatory provisions of the applicable law governing the contractual relationship governed by these Terms and Conditions or to the extent resulting therefrom, and is agreed to be reasonable with respect to all circumstances related to the provision

and use of the ARC Service, and at the same time defines the damage foreseeable by the Parties that may be incurred by the Partner or a third party. The Partner may not claim compensation exceeding the agreed limitation of compensation for harm, with the exception of

10.2.1.   harm to the human natural rights,

10.2.2.   harm caused intentionally or through gross negligence,

10.2.3. cases where such right is provided for by a mandatory provision of the applicable law governing the contractual relationship governed by these Terms and Conditions.

10.3. If a third party whose interest was clearly served by the performance of an obligation arising from the contractual relationship governed by these Terms and Conditions has a claim for damages against the Provider, the Partner undertakes to compensate such third party for all damages instead of the Provider, taking into account the fact that such overlap of obligations arising from the contractual relationship governed by these Terms and Conditions was not apparent when the contractual relationship was concluded.

10.3.1. Where the Provider has compensated damage incurred by the third party, the Partner undertakes to reimburse the Provider for the amount expended and the cost incurred in connection with it, within three (3) days from the date of the Provider's sending a notification about occurrence of the obligation to the Partner's Email address. In the event of the Partner's default with the payment, the Provider and the Partner hereby agree on an interest on late payment of 0.5% (five tenths of a percent) of the due amount daily.

11.   COMMUNICATION AND CONTACTS

11.1. As a rule, communication between the Provider and the Partner is to take place via the Help Desk.

11.2. Provider's contacts: In case the Help Desk is unavailable for any reason, the following contacts are available on the Provider's side:

- Telephone contact: +420 775 466 466;
- Email contact: support@myjablotron.com

11.3.   The Parties agree that in the event of a change in the contacts on the Provider's side, the Partner must be informed (via the Help Desk or by other appropriate means) of the new contacts and the date on which the new contact replaces the previous one.

11.4.   Partner's contacts: The Partner's email address used as the login to the Partner's Cloud JABLOTRON Account, where the Partner accesses the JA PARTNER Module, is used for sending notifications to the Partner via the Help Desk.

The Provider may also use other contact details of the Partner provided in the JA PARTNER Module settings to communicate with the Partner.

11.5.   The Parties agree that in the event of a change in the contacts on the Partner's side, the Provider must be informed, via the Help Desk, of the new contacts and the date on which the new contact replaces the previous one, otherwise there has been no notification of the changes to the Provider.

12. CONFIDENTIALITY OF INFORMATION

12.1. The Parties are aware that throughout the term of the contractual relationship governed by these Terms and Conditions, exchange of Confidential information between the Parties will be taking place.

12.2. The Parties agree not to disclose any of the Confidential information received from the other Party, and to adequately protect such Confidential information from unauthorized publication or disclosure to unauthorized persons. This obligation does not apply to disclosure:

12.2.1. to employees and associates of the Parties, including employees and associates of companies in a group the Provider is a member of who need to know the Confidential Information in order to perform their obligations under these Terms and Conditions, provided that such persons undertake an obligation or have a legal duty to maintain the confidentiality of the information to at least the same extent as under this Article;

12.2.2. to expert advisers of the Parties or other persons participating in the implementation of transactions envisaged by these Terms and Conditions assuming that these persons take over the confidentiality obligation or have statutory confidentiality obligation at least to the same extent as under this article;

12.2.3. which is mandatory in cases stipulated by law or based on it;

12.2.4. to third parties to the extent necessary for the implementation of tasks envisaged by these Terms and Conditions.

12.3. The obligation to protect confidential information under this article does not apply to **(i)** information which is publicly known as of the date of establishment of the contractual relationship governed by these Terms and Conditions, contained in publicly available materials or media as of the date of this Agreement; **(ii)** information that became, after the establishment of the contractual relationship governed by these Terms and Conditions, publicly known and accessible otherwise than by breach of the obligation to maintain confidentiality under these Terms and Conditions or the law; **(iii)** information that was exempted from the restriction under this article upon written consent of the other Party;

(iv) information that the receiving party provably knew before being told by the other party;

(v) information that is requested by the court, prosecutor or the competent administrative authority under the law (in this case, however, the Party which has provided the information to those authorities is required to immediately notify the other Party).

13. EFFECT OF THE TERMS AND CONDITIONS, DURATION OF THE CONTRACTUAL RELATIONSHIP

13.1. Effect. With the exception of provisions in par. 13.2 and 13.5 of these Terms and Conditions (the force and effect of which are not limited in time), these Terms and Conditions are effective for the Effective Period of the Terms and Conditions.

13.2. Prolongation.

13.2.1. If Successor Terms and Conditions are posted to the Account during the Effective Period of the Terms and Conditions, then the Effective Period of the Terms and Conditions will end upon the commencement of effect of the Successor Terms and Conditions, unless the Successor Terms and Conditions state otherwise.

13.2.2. The Effective Period of the Successor Terms and Conditions becomes the Effective Period of the Terms and Conditions upon the end of the Effective Period of the Terms and Conditions.

13.2.3. The Provider may post a notice in the Account at any time during the Effective Period of the Terms and Conditions stating the date on which the effect Terms and Conditions ends.

13.3. <u>Successor Terms and Conditions.</u> If the Partner does not agree with the Successor Terms and Conditions, the Par is obliged to stop using the ARC Service and to terminate the contractual relationship with the Provider established by these Terms and Conditions under par. 13.5 without undue delay after becoming aware of the Successor Terms and Conditions, but no later than within one (1) month from the beginning of their effect. Where the Partner wishes to hand in its notice with a notice period, the Module User is obliged to specify unambiguously the duration of the notice period in their notice of termination, and the duration of the notice period must not exceed two (2) months counted from the first day of the calendar month following the month in which the notice is delivered to the Provider; otherwise, the notice period is governed by par. 13.8 of the Terms and Conditions.

13.4. The Parties agree that after the end of the Effective Period of the Terms and Conditions, the ARC Service may only be used under the conditions stipulated in the Successor Terms and Conditions with the most recent publication date. Where the Partner logs in to their account after the Effective Period of the Terms and Conditions, it will be deemed that the Partner has also expressed, with this real act, agreement to the Successor Terms and Conditions with the most recent publication date and their will to be bound by them.

13.5. <u>Term of the contractual relationship:</u> The contractual relationship established between the Parties governed by these Terms and Conditions may be terminated by either Party in accordance with the paragraphs below. However, the termination of the contractual relationship shall not affect the continuation of the obligations under Article 12 of these Terms and Conditions, which shall survive. Termination of the contractual relationship terminates the Partner's right to use the ARC Service.

13.6. <u>Termination in the Preparatory Stage</u>: The Parties may terminate the contractual relationship governed by these Terms and Conditions in the Preparatory Stage without cause with a ten (10) days' notice period, by sending a written notice of termination to the other Party. The notice period commences on the first day following the day of delivery of the notice.

13.7. <u>Termination in Operation:</u> The Parties agree on the possibility to terminate the contractual relationship governed by these Terms and Conditions by a notice of termination; each Party may terminate it at any time, including without cause, with a six (6) months' notice period, by sending a written notice of termination to the other Party. The receiving Party shall confirm, without undue delay, to the terminating Party delivery of the notice. The notice period commences on the first day of the month following the month in which the notice was delivered to the other Party.

13.8. <u>Termination for breach of the Terms and Conditions</u>: In the event of repeated breach of obligations arising from these Terms and Conditions by one of the Parties, the other Party is entitled to terminate this Agreement by a notice of termination with a thirty (30) days' notice period. The notice period commences on the first day following the day of delivery of the notice to the infringing party. However, the right to terminate the Agreement pursuant to this paragraph expires if not exercised within one month from the last event of breach.

13.9. Termination of use of the JA PARTNER Module by the Partner also automatically terminates the contractual relationship governed by these Terms and Conditions.

14. **FINAL PROVISIONS**

14.1. <u>Dispute resolution</u>. The parties undertake to resolve any disputes between them as partners and to negotiate constructively on ways of eliminating or remedying them in any case for at least three (3) months after they arise, and to protect their rights by judicial or other means only after this period has elapsed.

14.2. <u>Failure to exercise a right</u>. Any failure of the Provider to exercise or enforce or not insisting on any of its rights or remedies to protect rights the Provider is entitled to under these Terms and Conditions or under the Applicable Regulations, the Partner agrees that such conduct of the Provider will not be considered a waiver such a right by the Provider.

14.3. <u>Governing law, language version</u>. These Terms and Conditions are governed and shall be construed in accordance with the laws of the Czech Republic. In the event of a litigation, it is agreed that the respective District Court according to the registered seat of the Provider shall have territorial jurisdiction. These Terms and Conditions are translated into several versions; in the case of any discrepancy between the various language versions, the Czech version prevails.

14.4. <u>Severability</u>. Should any provision of these Terms and Conditions become invalid or unenforceable or should it be found as such by a competent court or any other authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions; such a provision will be replaced with a provision that will, if possible, correspond to the original provision in terms of purpose or will at least aim to achieve the purpose that is the closest to the original provision.

14.5. <u>Annexes</u>: The following annexes form an integral part hereof:

14.5.1. Annex 1 – Requirements for Partner's readiness

14.5.2. Annex 2 – Technical Parameters of the ARC Service

* * *

Annex 1

Requirements for Partner's readiness

The Provider allows various modes of connection: SurGard / SIA TCP / MANITOU / CLOUD Protocol / Jablonet PRO / JA-ARC 2. The following paragraphs describe requirements for Partner's readiness for each of them. In case of further questions, please contact the Provider at support@myjablotron.com.

I. **SurGard (MOXA Terminal)~~ARC terminal technology~~: Requirements for Partner's readiness**

   a) Prepare a public static WAN IP;

   b) Make sure the Partner's ARC SW supports reception of signals in the SurGard MLRII format and ARC SW server has one free COM port;

   c) The ARC terminal communicates with the Provider's Platform on ports TCP 950, 966 ~~+ UDP 161, 4800:~~. Set the Partner's WAN router so that these ports are reachable from the Internet and are forwarded (port forwarding) to the internal LAN IP of the MOXA card;

   d) Connect the MOXA card to 230VAC (backed-up UPC recommended);

   e) Configure the IP address in the MOXA card using a web interface:

   - Connect the MOXA card directly to the Partner's PC using a LAN cable,

   - Set the IP address on the Partner's PC to 192.168.127.253,

   - Open a regular Internet browser on the Partner's PC and enter 192.168.127.254 in the address bar,

   - Web administration of the MOXA card opens on the screen,

   - Specify parameters for the LAN network (the network must be supported by the local administrator),

   - In Settings, open *Main Menu / Serial Port Settings / Port 1 / Operation Modes: Application > Socket. Mode > TCP Server, Secure > Enable, TCP port > 950, Cmd port > 966;* ~~and check "Secure",~~

   - In Settings, open *Main Menu / Serial Port Settings / Port 1 / Communication parameters: Baud rate > 9600 Flow control > None;*

   - Set a password for access to the MOXA configuration web interface,

   - Save the settings and restart the MOXA card;

   f) Connect the MOXA card to the Partner's internal LAN;

   g) Connect the COM port of the MOXA card with the COM port of Partner's ARC server using a standard RS232 cable - null mode (not part of the MOXA card),

   h) Configure the software COM port driver according to the following specifications: protocol SurGard MLRII, 9600 Baud / s, NoParity, 1stopBit, 8bits;

   i) ~~Send **(i)** the WAN IP address; and **(ii)** the email address that will serve as login for the Account and the JA PARTNER Module to support@myjablotron.com.~~

II. **SIA TCP~~Native Driver Technology~~: Requirements for Partner's readiness**

   a) ~~The Provider's Platform communicates on TCP ports �ю▮▮▮ allocated by the Provider: In the case of SW MANITOU, the Provider takes over the Partner's settings;~~

b) ~~Run the native driver (JablonetMulti in the case of KRONOS NET) and configure the following:~~

- ~~IP address of the Provider's server: 194.169.224.103~~
- ~~Allocated TCP port ____ ;~~

a) ~~In the case of SW MANITOU, p~~Prepare a public static WAN IP and a TCP port.

~~c)~~b) Set the Partner's WAN router so that this port is reachable from the Internet and is forwarded (port forwarding) to the internal LAN IP of the Partner's ARC server;

d) ~~Send **(i)** the WAN IP address; and **(ii)** the email address that will serve as login for the Account and the JA PARTNER Module to~~ ~~support@myjablotron.com~~.

III. MANITOU: Requirements for Partner's readiness

a) Prepare a public static WAN IP and a TCP port.

b) Set the Partner's WAN router so that this port is reachable from the Internet and is forwarded (port forwarding) to the internal LAN IP ARC of the Partner's server;

IV. CLOUD Protocol: Requirements for Partner's readiness

a) In the case of CLOUD Protocol, the readiness depends on the used software which must have natively integrated protocol.

b) Use the IP address and port provided by the Provider;

V. Jablonet PRO: Requirements for Partner's readiness

a) Switch on the dedicated driver for JABLOTRON CLOUD Protocol (usually named "JablonetMultiDriver");

b) Use the IP address and port provided by the Provider.

VI. JA-ARC 2: Requirements for Partner's readiness

a) The Provider will deliver an authorization key that will be used to set up JA-ARC 2.

Annex 2

Technical Parameters of the ARC Service

The Provider will seek:

a) proper configuration of parameters in the Platform and the Data Centre that are necessary to ensure successful communication between the Device and ARC:

- Primary communication channel (LAN/GPRS) - IP addresses of servers, communication ports, object number, repetitions and their timing;

- Backup communication channel (SMS/PSTN) - phone number of the receiving server, object number, repetitions and their timing;

- Channel for sending photographs, if supported by the Device;

- Periodicity of transmission of Pooling signals (15 min in the case of LAN/GPRS, 360 min in the case of SMS/PSTN);

b) Check of the state of communication of the Device with the Platform and the Data Centre and informing the Partner's ARC about this state:

- establishment of communication

- transitions between the main and backup channels

- loss of communication (35 min without an event in the case of LAN/GPRS, 6 hours in the case of SMS/PSTN);

c) immediate forwarding of the Message to the ARC if the communication between the ARC and the Platform / Data Centre is functional;

d) in the case of failure of communication between the ARC and the Platform and buffering of Messages for a period of one (1) week; after restoration of communication between the ARC and the Platform all unsent Messages will immediately be sent to the ARC; however, this does not apply if there is any outage of the hardware infrastructure at the time of interruption of communication between ARC and the Platform (in that case unsent Messages may be lost).

e) detection of communication decay between the Platform / Data Centre and the ARC because of the ARC is not available for ten (10) minutes, the Cloud Control Server (see subpar. 8.4.1) will generate an alert for the Provider's technical support, informing also contacts on the Partner's side (in the form of SMS and email);

f) in the event of restoration of communication between the Platform / Data Centre and the ARC, the contact on the Partner's side will be automatically informed by a message generated by the Cloud Control Server (see subpar. 8.4.1);

g) transmission or periodic Heartbeat signals (every 40 sec) to check the connection with the Platform / Data Centre;

h) the maximum delay no more than 5 sec between the receipt of the Communication Signals and sending a Message to the ARC;

i) prevention of access to the data by any third party.