GENERAL TERMS AND CONDITIONS OF 26HOUSE s.r.o. FOR ODOO ERP ANALYSIS AND IMPLEMENTATION

26HOUSE s.r.o., with its registered office at Karolinská 2, 186 00 Prague, Czech Republic, Company ID No. 066 95 256, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 286242 (the "Provider"), issues these General Terms and Conditions for Odoo ERP (Enterprise Resource Planning) Analysis and Implementation (the "GTC"), effective from 15 November 2026.

1 Introductory Provisions

1.1 The Provider provides software implementation, development, support and maintenance services and is a certified partner of Odoo S.A.

1.2 The Client is a business that is interested in the Work under the Order.

1.3 The Provider and the Client (the "Parties") enter into a contract for work under Section 2586 et seq. of Act No. 89/2012 Coll., the Civil Code (the "Agreement"). These GTC form an integral part of it.

1.4 Before entering into the Agreement, the Provider carries out with the Client a free and non-binding qualification of the Client's needs, on which the Price Quote is based.

2 Conclusion of the Agreement

2.1 The Provider sends the Client a price quote for the Analysis and Implementation with a reference to these GTC (the "Price Quote"). The Price Quote may form part of a broader offer of other services of the Provider.

2.2 The Provider then sends the Client a summary document headed "Offer" or "Order", to which the Price Quote is attached (the "Order"). The Order is a binding proposal to conclude the Agreement.

2.3 The Client accepts the Order by confirming it on the customer portal, by confirming it by e-mail, by paying the advance invoice for the Analysis or in another manner specified in the Order. The Agreement is concluded by the first of these acts and takes effect upon conclusion. By accepting the Order, the Client confirms that it has read and agrees with these GTC.

3 Definitions

3.1 In these GTC:

- **Work**: the Odoo application configured and, where applicable, customised for the Client according to the Analysis Results and deployed in the agreed environment (26HOUSE Cloud or another environment).
- **Analysis**: identification of the Client's needs and design of the solution under the article on the Analysis; the Analysis Results are its written outputs.
- **Detailed Project Brief**: records of the scope, steps, phases and deadlines of the Implementation that the Provider keeps during the Analysis and Implementation, usually in the project tool of the Odoo system (e.g. tasks, milestones, notes), and makes available to the Client on the customer portal or as a report. It does not have to be a single document.
- **Implementation**: configuration, any customisations and other work leading to the delivery of the Work.
- **Customisation**: development of tailor-made features beyond standard Odoo.
- **Price Quote**: in addition to the initial quote, any further quote approved by the Client during the project (in particular a refined quote for the Implementation after the Analysis, a quote for Customisations and a quote for completing the Implementation). The most recently approved quote always applies; the Client does not confirm a new Order for it.
- **Man-Day / Man-Hour**: 8 hours / 1 hour of work of one person of the Provider.
- **Timesheet**: record of time worked on the Provider's customer portal.
- **Test Environment**: an environment managed by the Provider in which the Implementation takes place until the Transfer to Production.

- **Prototype**: a demonstration of selected processes in the target state (TO-BE) in standard Odoo, without Customisations.
- **Defect of the Work**: a state in which the Work does not correspond to the Analysis Results, the Detailed Project Brief or the documented function.
- **Go-live**: the moment when the Work is handed over to the Client for live use; Go-live constitutes delivery of the Work.

4 Subject of the Agreement

4.1 The Provider undertakes to carry out the Analysis and, if the Implementation is also ordered, to carry out the Implementation on that basis, deliver the Work and grant the Client a licence to it. The Client undertakes to provide cooperation, accept the performance and pay the fee.

4.2 The Order specifies whether the Agreement covers only the Analysis or both the Analysis and the Implementation. The Implementation may also be ordered later by a separate Order. After the Analysis Results have been handed over, the cooperation may be ended by agreement or by notice; the Client pays for the Analysis performed.

4.3 The Provider proposes the scope and sequence of configuration and any customisation work during the Analysis and Implementation so that it is as efficient as possible.

4.4 The subject of the Agreement does not include service and maintenance of the Work (which may be ordered separately), operation of Odoo S.A. hosting or other activities excluded by the Price Quote.

5 Client's Cooperation

5.1 The Client provides the Provider in a timely and complete manner with the information, materials and access necessary for performance, in particular about its processes and IT (information technology) systems, draws attention to risks that could jeopardise performance and informs about changes in advance. At the Provider's written request, it provides materials within the reasonable period stated in the request.

5.2 Before the start of the Analysis, the Client appoints a project manager and other responsible persons. The Client's project manager in particular manages the cooperation on the Client's side, approves the project plan, change requests, orders, invoices and time reports and signs minutes and test results. The Client notifies any change of responsible persons in advance; training of a new person is charged at the hourly rate, and the Provider is not liable for delays caused by the handover of information.

5.3 Coordination meetings take place to the extent agreed on the basis of the Provider's proposal. If the Client does not attend an agreed meeting (workshop, training, etc.) and does not cancel at least 24 hours in advance, the meeting is charged.

5.4 The costs of cooperation and of limitations to the operation of its systems during the work are borne by the Client.

5.5 If the Provider is ready to perform and cannot do so due to the Client's delay in cooperation, the Provider is entitled to compensation for the period of delay at the agreed rate for the reserved capacity, up to the capacity reserved for the Client in the given period. It is invoiced after the delay ends, no later than at the end of the month, payable within 14 days.

5.6 The Provider's deadlines are extended by the period of the Client's delay.

6 Analysis

6.1 The Analysis identifies the needs of the Client and its IT environment and is a necessary basis for the Implementation. It takes place in phases: identification and description of the current state (AS-IS), design of the target state (TO-BE), FIT-GAP analysis (differences from standard Odoo), preparation and presentation of the Prototype, and training and testing of the Prototype.

6.2 The Provider completes the Analysis and hands over the Analysis Results within the period specified in the Price Quote, which runs from payment of the advance for the Analysis. The Provider is in delay only if it fails to hand over the Analysis Results even within 30 days after the period, extended by the Client's delay, has expired.

6.3 The Provider carries out the Analysis with professional care and efficiently. If it identifies an obstacle, it informs the Client without delay and proposes a solution.

7 Analysis Results

7.1 The Provider records and refines the Analysis Results on an ongoing basis. They include in particular the design of the target state (TO-BE), the FIT-GAP analysis, the Prototype, the Detailed Project Brief and, where applicable, a refined Price Quote for the Implementation and Customisations and detailed functional specifications of the Customisations.

7.2 After the Analysis is completed, the Provider makes the Analysis Results available. The Client may raise specific comments within 14 days, identifying the part concerned. Parts without comments, and the entire Analysis Results after justified comments have been incorporated, are deemed approved. Starting the Implementation or ordering further work on their basis also constitutes approval.

7.3 The Provider grants the Client a non-exclusive licence to the Analysis Results, unlimited in territory and scope, for the duration of the economic rights. The licence arises upon payment of the fee for the Analysis, in which it is included. The Client may not grant sublicences or transfer the licence; the economic rights remain with the Provider.

7.4 The Client grants the Provider a free non-exclusive licence to the Client's materials to the extent necessary for the performance of the Agreement.

8 Implementation

8.1 The Implementation is based on the approved Analysis Results and the current Price Quote. The binding scope, steps and procedures are only those recorded in the Detailed Project Brief. The Provider updates the records on an ongoing basis; the Client reviews and comments on them on an ongoing basis.

8.2 The schedule is set out in the Price Quote or in the Detailed Project Brief and is reasonably adjusted in the event of changes in the Client's requirements, the Client's delay, the need for additional work or unforeseeable technical complications. The Provider informs on an ongoing basis about progress, time consumption and risks.

8.3 The Implementation takes place in the Test Environment, usually iteratively in short time periods (Sprints). Progress is approved at regular meetings or electronically; formal acceptance of a Sprint is not required.

8.4 The Provider makes the results of the Sprints available for testing on an ongoing basis. The Client reports defects and raises comments on an ongoing basis. The Provider assesses them and proposes a solution; it remedies defects in subsequent Sprints, no later than before the completion of the Implementation. If the Client starts using a result with production data, the result is deemed free of defects.

8.5 If the Implementation cannot continue for reasons on the Client's side, the Provider may suspend the work after written notice. If the Client wishes to continue, the Parties agree on the further procedure, deadlines and price for completing the Implementation.

9 Testing, Training and Acceptance

9.1 Testing, training and acceptance are not a separate phase. They take place on an ongoing basis during the Analysis and the Implementation as the Provider deploys features and changes to the Test Environment. Both Parties attend to them without undue delay.

9.2 The Client continuously tests the deployed features according to the Analysis Results, the Detailed Project Brief and the training and records any errors found, with a description and severity, against the relevant task on the Provider's customer portal.

9.3 The Provider trains future users on an ongoing basis to the extent specified in the Price Quote. The Client ensures their attendance and the technical conditions; if it does not, the training is deemed to have been provided. Training may be in person or online. Further training is ordered separately.

9.4 The Client accepts partial parts of the Work on an ongoing basis on the customer portal or by e-mail; no acceptance protocols are drawn up, and acceptance is recorded in the history of the relevant tasks kept under the project.

9.5 A partial part of the Work is deemed accepted if the Client does not raise objections to it within 30 days of it being made available or if the Client starts using it with production data.

10 Transfer to Production, Data Migration and Go-live

10.1 After acceptance of partial parts of the Work, the Provider transfers the approved configurations, Customisations and settings to the production environment on an ongoing basis to the extent of the Price Quote or the Detailed Project Brief and confirms the transfer by e-mail or on the customer portal.

10.2 If data migration is agreed, the Provider carries it out after the transfer to production to the extent of the Price Quote or the Detailed Project Brief, otherwise to an extent appropriate to the project. The Client supplies the data in a format suitable for import (e.g. XLSX – Microsoft Excel format, CSV – Comma-Separated Values) and is responsible for its completeness, correctness and structure. The Provider performs the import and a technical check and corrects errors of the technical import. The Client performs a substantive check of the data; if it does not report defects within 14 days of the notice of migration, the migration is deemed to have been carried out properly.

10.3 After the transfer and migration, the Parties carry out the steps of the cut-over plan (migration of final data, switch to production, checks). The Client ensures the participation of the responsible persons and follows the Provider's instructions. The Provider confirms completion.

10.4 Go-live takes place after completion of the cut-over plan or on the date specified in the Detailed Project Brief. The Work is delivered on the day of Go-live. The Provider remedies incidents that prevent basic operation without undue delay. Other incidents are remedied within a reasonable time and are not a reason to refuse Go-live.

10.5 If Go-live does not take place within 30 days of acceptance of all partial parts of the Work needed for Go-live for reasons on the Client's side, the Work is deemed delivered upon expiry of that period and the Provider may invoice all work performed so far. Minor deviations or partial commissioning do not affect the running of the period.

10.6 If the Client does not provide cooperation for the transfer, migration, cut-over or Go-live, the Provider may suspend the work without being in delay and invoice the work performed so far.

11 Hypercare, Warranty and Defects

11.1 For 14 days from Go-live, unless otherwise specified in the Price Quote or the Detailed Project Brief, the Provider provides Hypercare: priority resolution of defects and incidents in operation, consultations on going live and configuration adjustments to the agreed extent. Hypercare does not include change requests or new features.

11.2 The warranty period is 60 days from Go-live, unless otherwise agreed, and covers defects that prevent the use of accepted features. For features affected by a defect, the warranty period is extended by the time until the defect is remedied.

11.3 The Client reports defects via the customer portal or to support@26house.com with a description, the expected and actual behaviour, the steps to reproduce, an example record, the user, the error message and the urgency. The Provider assesses whether it is a Defect of the Work or a change request (for which it submits a quote); it remedies Defects of the Work no later than 60 days after the end of the warranty period.

11.4 Defects of the Work do not include errors of standard Odoo or third-party modules, errors of the Client's environment (servers, network, VPN – Virtual Private Network) and its infrastructure, unavailability of third-party services and errors that cannot be reproduced in the Test Environment.

12 Fee and Payments

12.1 The fee is charged according to the time actually worked (Time & Material) at the rates in the Order, unless otherwise specified in the Order. The Order contains only an indicative time estimate (price framework); the actual time may be lower or higher. Customisations and integrations are always charged according to the actual time; if they are not in the Price Quote, the Client approves them in advance (an e-mail is sufficient).

12.2 The Provider records the time worked in Timesheets, which the Client can follow on the customer portal on an ongoing basis. Timesheets are the decisive record for invoicing.

12.3 Before the start of the Analysis, the Client pays an advance of 40% of the price of the Analysis according to the Price Quote, unless otherwise specified; the Analysis starts when the advance is credited. After the advance is used up, the Provider may issue a further advance of 15% of the total price of the Analysis and Implementation according to the Price Quote, repeatedly until the Implementation is completed.

12.4 For each month, the Provider issues a statement invoice with the hours worked, the offset advance and a reference to the Timesheets. It is payable immediately to the extent of the offset against the advance, otherwise within 14 days of delivery. Payment is made by bank transfer.

12.5 If the Provider finds that the total price framework will be exceeded by less than 15%, it informs the Client and includes the increase in the invoicing. If it is exceeded by 15% or more, it requests the Client's consent; if the Client does not respond within 14 days, the Provider may suspend the work. If the Client refuses the increase and the Parties do not agree on an adjustment of the scope, either Party may withdraw from the Agreement.

12.6 Until a due invoice is paid, the Provider is not obliged to continue performance.

13 Instructions and Liability for Damage

13.1 If the Provider needs the Client's position, it requests it in writing; the Client responds within 14 days, otherwise the Provider may suspend the work without being in delay.

13.2 The Provider warns the Client without delay of unsuitable instructions or materials. If the Client insists on them, the Provider is not liable for defects and damage caused by them; if it fails to warn, it is liable. Until the instructions are changed, the Provider proceeds according to the original instructions, unless this would be impossible, unlawful or clearly harmful.

13.3 The Provider is liable for damage caused by a breach of its obligations, in total up to the amount of the fee for the Implementation as at the date the damage occurred. The limitation does not apply to damage caused intentionally or by gross negligence.

13.4 The Provider is not liable for lost profit and other indirect damage, or for damage caused by incorrect data of the Client, instructions or materials of the Client whose unsuitability the Provider pointed out, insufficient cooperation of the Client or interventions of the Client or third parties in the Work or its environment. The Client must prevent damage, inform the Provider without delay of any damage that has occurred or is imminent and provide the Provider with the necessary information.

14 Licence to the Work

14.1 The Provider grants the Client a non-exclusive licence, unlimited in territory, to use the Work as a whole for the internal needs of the Client and the members of its group (controlling, controlled and sister entities), for the duration of the economic rights. The price of the licence is included in the fee for the Work. The licence to the Work or a part of it arises upon handover and full payment of the fee for that part; the rights under it pass to the Client's legal successor.

14.2 Without the Provider's written consent, the Client may not modify or decompile the Work, create derivative works, reproduce it beyond the scope of the licence, distribute it or make it available to third parties, including external IT suppliers, or assign the licence or grant a sublicence outside its group; the Provider's silence does not constitute consent. This does not apply to the extent expressly permitted by law.

14.3 While the Provider provides support services for the Work, the Client may not interfere with the Work. A breach gives rise to a contractual penalty of EUR 5,000, and the Provider is not liable for resulting defects and incidents.

14.4 The licence is also governed by the licence terms of Odoo S.A. The Provider declares that it is entitled to exercise the economic rights to the Work and that the Work does not infringe the rights of third parties. A breach of the licence terms by the Client is a material breach of the Agreement and gives rise to a contractual penalty of EUR 5,000; the right to damages is not affected.

15 Source Code

15.1 At the Client's request, the Provider hands over, within 30 days of the request, the current source code of the Customisations it has created for the Client, provided that the Client has paid all fees due. This applies regardless of the environment on which the Work runs. If the Work is not completed, it hands over the code of the completed parts. The Odoo image (standard Odoo) is not handed over; it can be obtained from Odoo S.A.

15.2 At the Client's request, the Provider provides an image containing standard Odoo and the Customisations supplied by the Provider. Building the image is charged at the rates in the Price Quote.

15.3 The licence to the Work applies to the handed-over source code and image.

16 References

16.1 The Client agrees that the Provider may state its business name, logo, general information about it and a brief description of the Work as a reference.

17 Notices

17.1 Notices between the Parties are delivered by e-mail to the addresses stated in the Order or later notified to the other Party, or to a data box (datová schránka). An e-mail is deemed delivered at the moment it is sent, unless proven otherwise.

17.2 Notices of termination, withdrawal and other documents relating to the termination of the Agreement are delivered to a data box. A document delivered to a data box is deemed delivered no later than on the tenth day after delivery.

17.3 Where the Agreement or these GTC require written form, an e-mail is sufficient unless a handwritten signature is expressly required.

17.4 A Party notifies the other Party of a change of its address for notices without undue delay; until then, notices are delivered to the last known address.

18 Term and Termination of the Agreement

18.1 The Agreement is concluded for an indefinite period. Either Party may terminate it without stating a reason with a notice period of 60 days from delivery of the notice. The Client pays for work performed until the end of the notice period.

18.2 The Provider may withdraw from the Agreement if the Client:

- fails to provide the necessary cooperation even within 30 days of a written notice,
- is more than 14 days late with a payment and fails to pay within 14 days of a written notice,
- refuses to pay a further advance or an increase in scope necessary to complete the Work and the Parties do not agree on an adjustment of the scope, or
- otherwise materially breaches the Agreement and fails to remedy the breach within 30 days of a written notice.

18.3 The Client may withdraw from the Agreement if the Provider materially breaches the Agreement and fails to remedy the breach within 30 days of a written notice, if it cannot perform for reasons on its side for more than 30 days (except force majeure), or if the Provider is declared insolvent in a way that prevents performance.

18.4 Withdrawal takes effect upon delivery. In the event of withdrawal or termination, the Client pays for all work performed so far according to the Timesheets, and after payment the Provider hands over to it the results of the Analysis or Implementation achieved so far in their current state. Claims for damages and contractual penalties, licences to paid parts, confidentiality, personal data protection and provisions on governing law survive.

18.5 Section 2004 of the Civil Code does not apply.

19 Protection of Confidential Information

19.1 If the Parties have concluded a separate non-disclosure agreement (NDA – Non-Disclosure Agreement), it takes precedence over this article.

19.2 Confidential Information means all non-public information that the Parties have provided to each other or learned about each other in connection with their cooperation, before the conclusion of the Agreement, during it and after its termination, in particular prices and terms of the Agreement, know-how, source code, trade secrets and information about customers, employees and business partners. Confidential Information also includes analyses, documentation and other outputs created from it.

19.3 Confidential Information does not include information publicly available without breach of the Agreement, information lawfully obtained from a third party without a confidentiality obligation and information whose disclosure is required by law or by a public authority. References to the cooperation of the Parties are not Confidential Information.

19.4 A Party uses Confidential Information only for the performance of the Agreement and protects it by appropriate technical and organisational measures. Without the consent of the other Party, it may disclose it only to its employees, subcontractors, members of its group and professional advisers who need it for the performance of the Agreement and are bound by confidentiality; it is liable for their conduct as for its own.

19.5 A Party notifies the other Party without undue delay of any suspected leak or misuse of Confidential Information.

19.6 The obligations under this article survive the termination of the Agreement without time limitation.

19.7 For each breach of this article, the breaching Party pays a contractual penalty of EUR 5,000; the right to damages is not affected. A serious breach of this article entitles the other Party to withdraw from the Agreement, even without prior notice to remedy.

20 Personal Data Protection

20.1 In performing the Agreement, the Provider may have access to personal data controlled by the Client, in particular in the Client's production, test and other Odoo environments. In such a case, the Client is the controller and the Provider is the processor under Regulation (EU – European Union) 2016/679 (the "GDPR", General Data Protection Regulation). This article is a data processing agreement under the GDPR. If the Parties conclude a separate data processing agreement, it takes precedence in the event of a conflict.

20.2 The Provider processes personal data only for the performance of the Agreement and on the documented instructions of the Client, including with regard to transfers to a third country, unless other processing is required by EU or Member State law; in such a case, it informs the Client of that requirement in advance unless the law prohibits it. Instructions are the Agreement, these GTC and the Client's written instructions (including by e-mail or via the customer portal). If the Provider considers an instruction to infringe data protection rules, it informs the Client without undue delay.

20.3 The purpose of processing is the performance of the Agreement. Processing includes in particular access to data, its storage, backup, modification, migration and disclosure during analysis, development, testing and support, and lasts for the term of the Agreement and the time necessary to delete or return the data. The categories of personal data and data subjects are determined by the Client through the content of its system; these are typically identification and contact data of the Client's employees, customers, suppliers and business partners.

20.4 The Client is responsible for the lawfulness of processing, in particular for the legal basis and for informing data subjects. If it processes special categories of personal data (e.g. health data) or data relating to criminal offences in the system, it informs the Provider in writing in advance so that additional measures can be agreed.

20.5 The Provider takes appropriate technical and organisational measures to secure personal data, in particular access rights management, secure communication and limiting access to production data to the necessary persons and extent. Persons who process personal data are bound by confidentiality and instructed on their obligations under the GDPR.

20.6 The Provider notifies the Client of a personal data breach without undue delay after becoming aware of it, with the information available to it, and provides the cooperation necessary for the Client to fulfil its notification obligations.

20.7 The Provider assists the Client in handling data subject requests and in fulfilling other controller obligations under the GDPR (in particular security, impact assessment and consultation with the supervisory authority). The Provider forwards any data subject request it receives to the Client without undue delay and does not respond to it itself unless authorised to do so.

20.8 The Provider makes available to the Client the information necessary to demonstrate compliance with the obligations under this article and allows audits by the Client or an auditor mandated by the Client and bound by confidentiality. An audit must be notified in advance, take place during business hours, be reasonable in scope and frequency and must not disclose data of other customers or the Provider's trade secrets. The costs of the audit are borne by the Client.

20.9 The Client grants the Provider a general authorisation to engage sub-processors, in particular providers of infrastructure, hosting and AI (Artificial Intelligence) tools, members of the Provider's group and external collaborators. The Provider publishes the providers of infrastructure, hosting and AI tools and the members of its group, including the place of processing (the "List of Sub-processors"), on its website. External collaborators who take part in performance for the Client (natural and legal persons) are not published by the Provider; the Provider notifies them to the Client no later than when they start working on the Client's project (e.g. in the project tool or by e-mail).

20.10 The Provider notifies an intention to add or replace a sub-processor included in the List of Sub-processors at least 30 days in advance by updating the List of Sub-processors and by notice by e-mail or via the customer portal. The Client may raise a reasoned objection within 30 days of the notice, and for external collaborators within 30 days of the notice under the previous paragraph. If no agreement is reached, the Provider will not use that sub-processor for the Client and, in the case of an external collaborator, will end its work for the Client; if this is not possible, the Client may terminate the affected part of the Agreement without penalty. If no objection is raised, the Client is deemed to agree with the change.

20.11 The Provider imposes on each sub-processor the same obligations as it has under this article and is liable for their performance.

20.12 Personal data may be transferred outside the European Economic Area (EEA) only under the conditions of the GDPR (in particular on the basis of a European Commission adequacy decision or standard contractual clauses) and, for AI tools, only to the extent of the selected AI Option.

20.13 After the end of performance, the Provider, at the Client's choice, deletes the personal data or returns it and deletes the copies (including in test and development environments), unless EU or Member State law requires its storage. Backups are deleted when their usual retention period expires.

20.14 The Provider's liability for damage in the processing of personal data is governed by the article on liability for damage to the extent permitted by law; the rights of data subjects are not affected. The contractual penalty under the article on the protection of confidential information does not apply to this article.

20.15 In matters of personal data, this article takes precedence over the other provisions of the GTC. The obligations under it last as long as the Provider has the Client's personal data at its disposal.

21 Use of Artificial Intelligence Tools

21.1 In performing the Agreement (e.g. in analysis, development, testing, data migration, documentation and support), the Provider may use artificial intelligence tools ("AI Tools") only to the extent of the AI Option. AI Tools are an aid for the Provider's staff; the Provider is always responsible for the result and its review.

21.2 Production Data means current data in the Client's production environment. Test Data means data in test environments that are a copy of older production data and therefore also contain real personal data. Anonymised Data means data from which a natural person cannot be identified.

21.3 The AI Option is a combination of the data scope (rows 1 to 3) and the territory of processing (columns A to C), or option 0 (the "AI Option"):

Data scope / Territory	**A – Worldwide**	**B – EEA (only tools processing data in the EEA)**	**C – Provider's infrastructure (only tools operated by the Provider)**
1 – All data (production, test, anonymised)	1A	1B	1C
2 – No production data (test and anonymised data, code, configuration, documentation)	2A	2B	2C
3 – Anonymised data only (and code, configuration, documentation)	3A	3B	3C
0 – No AI	AI Tools are not used.		

21.4 The territorial restriction applies to all data entered into an AI Tool, including source code and configuration. In territory C, data does not leave the infrastructure of the Provider and the selected hosting.

21.5 The Provider offers and prices its performance by default under AI Option 1A, which applies unless another option is agreed in the Order. If the Client wants another AI Option, it must notify the Provider before confirming the Order.

21.6 The Client may change the AI Option at any time by a request sent to the Provider. The change takes effect without undue delay, no later than 30 days after delivery of the request, and the existing AI Option applies until then. If the change results in a higher workload, the Provider informs the Client and the impact on price and deadlines is agreed.

21.7 The Provider uses only AI Tools that it operates itself or third-party AI Tools used under business terms. Under these terms, AI Tool providers may not use inputs or outputs to train models, process data only to provide the service, are bound by a data processing agreement and apply appropriate security measures including encryption.

21.8 AI Tool providers are sub-processors under the article on personal data protection and are included in the List of Sub-processors with the place of processing.

21.9 Information processed by AI Tools remains Confidential Information. Rights to outputs created with the help of AI Tools are governed by the same rules as rights to the Provider's other outputs.

21.10 The Provider's staff using AI Tools are trained in their safe use in accordance with Regulation (EU) 2024/1689 (AI Act, Artificial Intelligence Act).

22 Final Provisions

22.1 These GTC are effective from the date stated in the header and are published on the Provider's website; this does not affect the procedure for amending the GTC under this article.

22.2 The Agreement is governed by the laws of the Czech Republic, in particular the Civil Code. Disputes are decided by the general courts of the Czech Republic.

22.3 The Agreement consists of the Order, the Price Quote and these GTC, including any amendments. In the event of a conflict, the following order applies: amendment (later before earlier), Order, Price Quote, GTC. The content of a document prevails over its title. Presentation parts of the offer (introduction of the Provider, references, certifications) are not binding. In matters of personal data, the article on personal data protection prevails.

22.4 Periods in these GTC are calculated in calendar days unless it is expressly stated that they are business days.

22.5 These GTC may be deviated from only by a written agreement of the Parties.

22.6 The Provider may amend the GTC. It notifies the Client of the amendment by e-mail or via the customer portal at least 30 days before it takes effect. If the Client does not agree, it may terminate the Agreement no later than on the effective date of the amendment. Otherwise, the Client is deemed to agree with the amendment. The amendment applies only for the future.

22.7 Failure to exercise or late exercise of a right does not mean that the Party waives it.

22.8 If any provision is invalid, the remaining provisions remain in force and the Parties will replace it with a provision with the closest possible purpose.

22.9 The Parties are not liable for a breach of obligations caused by force majeure (in particular war, natural disaster, epidemic, power grid failure). Once the obstacle ceases, they continue performance. If force majeure lasts more than 2 months, either Party may terminate the Agreement with immediate effect.

22.10 The Czech version of these GTC is binding; translations are for information purposes only.