GENERAL TERMS AND CONDITIONS OF 26HOUSE s.r.o. FOR ODOO ERP SUPPORT SERVICES

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) Support Services (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 support services for the Work. The Work means the Client's Odoo application configured and customised for the Client's needs by the Provider or a third party (the "Work"). Support Services mean support, maintenance and technical assistance for the Work to the extent specified in the Order (the "Support Services").

1.3 The Provider and the Client (the "Parties") enter into an innominate contract under Section 1746(2) 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 has familiarised itself with the Work, unless it created the Work itself, and the Client has familiarised itself with the Support Services levels published on the Provider's website (https://www.26house.com/cs_CZ/support-and-maintenance).

2 Conclusion of the Agreement

2.1 The Provider sends the Client a price quote for the Support Services 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 first invoice 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 Subject of the Agreement

3.1 The Provider undertakes to provide the Support Services to the Client properly and on time and to grant the Client a licence to their results. The Client undertakes to provide the necessary cooperation and to pay the fee.

4 Scope and Level of the Support Services

4.1 The level of the Support Services is specified in the Order by (a) the name of a level published on the Provider's website, (b) the name of a level with deviations in some parameters, or (c) a full description (scope, priorities, customer service availability, prepaid service time, licences to localisation modules, repair time, price). Anything not specified in the Order is governed by the description of the level on the website.

4.2 The Provider guarantees the level of the Support Services, not the availability of the Work. The availability of the Work is governed by the Client's contract with the provider of the environment on which the Work runs.

4.3 The Provider continuously measures the level of the Support Services and evaluates it with the Client once every six months. It monitors in particular the response time (from reporting a request via the Helpdesk to the first response) and the resolution time (from reporting to resolution), both within the business hours stated on the website.

4.4 An incident is also resolved if the service is temporarily restored by a workaround, even if it requires further steps from users.

4.5 The evaluation does not include time spent waiting for the Client's cooperation, incidents in environments other than production, delays caused by the Client's users or third parties, or incidents resolved on time by a workaround that remained open while the cause or a permanent solution was being sought.

5 Support Levels and Incident Priorities

5.1 Support has three levels:

- L1 Helpdesk (e-mail, customer portal www.26house.com, hotline +421 2 4552 9902): assistance to the Client's users with using the Work and the Odoo system.
- L2 Incident management (ticket): analysis and resolution of the incident and restoration of the service via remote access. Incidents caused by data and settings managed by the Client are resolved by the Client.
- L3 Incident management (ticket): resolution of an incident caused by modifications or settings of the Work made by the Provider and restoration of the Work, data and database to an operable state.

5.2 Incidents have three priorities:

- P1 – Urgent: a failure affecting all users with a major impact on the Client's processes (e.g. the system is unavailable to all users, no integration works).
- P2 – High: a failure affecting one or more users with a major impact on processes and without a workaround (e.g. the system is unavailable to a group of users, integration of transactional or master data does not work, an order or goods receipt cannot be created).
- P3 – Low: a failure without a major impact or with a workaround (e.g. the system is unavailable to one user, data in one field is missing or incorrect, an incorrect translation, a notification does not work).

6 Prepaid Service Time

6.1 Prepaid service time may be used for incidents, configuration errors, assistance with Odoo S.A. support and for the initial analysis of an incident where it cannot be determined without analysis whether it was caused by the Client, a third party, standard Odoo or the Provider. It is charged per started 15 minutes, and unused time is not carried over to the next month.

6.2 Prepaid time may not be used in particular for:

- data modifications, configuration and setting of features, installation and testing of third-party modules from Odoo Apps,
- administration and tuning of the Client's IT (information technology) environment,
- changes and extensions of the Work, development and implementation of new processes,
- upgrading the Work to another Odoo version,
- support of standard Odoo features that were not part of the Work,
- training.

6.3 If the initial analysis shows that the incident was probably caused by the Client, its users, its IT environment, network or connection, a third party or another system of the Client, the service ends with the identification of the probable cause. Further analysis and repair are not included in the flat fee.

6.4 Work beyond the flat fee is provided by the Provider as on-demand services according to the catalogue and price list, which it sends to the Client on request.

7 Fee

7.1 The fee for the Support Services is a flat fee per calendar month or year and is stated on the Provider's website for the individual levels. The price of an individual level ("Individual") is set in the Order with regard to the scope of services compared to the Standard level.

7.2 The Provider may change the price and content of the Support Services levels on its website. It notifies the Client of the change by e-mail or via the customer portal at least 30 days before the start of the billing period from which the change applies. If the Client does not agree, it may terminate the Agreement under the article on the term and termination of the Agreement.

7.3 The fee is payable on the basis of an invoice within the period stated on it.

8 Licence

8.1 If the result of the Support Services is a copyright work, the Provider grants the Client a non-exclusive licence to it and to integrated localisation modules, unlimited in territory and scope, for the duration of the economic rights. The licence arises upon payment of the fee, which includes the price of the licence.

8.2 The Client may not grant sublicences or transfer the licence. The economic rights remain with the Provider. The licence does not cover the Work and the Provider's modules, which are subject to separate agreements.

8.3 The Client grants the Provider a free non-exclusive licence to the Client's materials used in the Support Services to the extent necessary to provide the Support Services.

9 Notices

9.1 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.

9.2 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.

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

9.4 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.

10 Term and Termination of the Agreement

10.1 The Agreement is concluded for an indefinite period.

10.2 Either Party may terminate the Agreement without stating a reason with a notice period of 60 days from delivery of the notice. During the notice period, the Parties perform their obligations in full.

10.3 Either Party may terminate the Agreement with immediate effect if the other Party materially breaches its obligations and fails to remedy the breach within 30 days of a written notice. A material breach includes in particular the Provider's delay in providing the Support Services exceeding 30 days and the Client's failure to provide cooperation that prevents performance.

10.4 The Provider may also terminate the Agreement with immediate effect if the Client is more than 14 days late with a payment and fails to pay within 14 days of a written notice.

10.5 If the Client does not agree with a change in the price or content of the Support Services, it may terminate the Agreement by a notice delivered before the start of the billing period from which the change applies; the Agreement then ends on the last day of the current billing period. Otherwise, the Client is deemed to have accepted the change.

10.6 Termination of the Agreement does not affect the Provider's right to payment for performance already provided, claims for damages and contractual penalties, or provisions intended to survive the termination of the Agreement (licence to paid performance, confidentiality, personal data protection, governing law).

10.7 Section 2004 of the Civil Code does not apply.

11 Liability for Damage

11.1 The Provider is not liable for indirect damage, lost profit or loss of business opportunities.

11.2 The Provider's total liability for damage is limited to the amount paid by the Client to the Provider for the Support Services over the last three months before the damage occurred. The limitation does not apply to damage caused intentionally or by gross negligence.

11.3 The Provider is not liable for damage caused by interventions of the Client or third parties, errors of the standard Odoo application or third-party integrations.

12 Protection of Confidential Information

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

12.2 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.

12.3 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.

12.4 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.

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

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

12.7 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 terminate the Agreement with immediate effect, even without prior notice to remedy.

13 Personal Data Protection

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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).

13.10 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.

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

13.12 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.

13.13 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.

13.14 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.

13.15 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.

14 Use of Artificial Intelligence Tools

14.1 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.

14.2 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.

14.3 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.		

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 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).

15 Final Provisions

15.1 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.

15.2 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.

15.3 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.

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

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

15.6 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.

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

15.8 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.

15.9 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.

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