

## **GENERAL TERMS AND CONDITIONS OF 26HOUSE s.r.o. FOR ODOO ERP SUPPORT AND MAINTENANCE**

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 under file No. C 286242 (hereinafter referred to as the “Provider”), issues these General Terms and Conditions for Odoo ERP Support and Maintenance Services, effective as of 1 December 2025.

### **1 Introductory provisions**

- 1.1 The Provider is a business entity providing IT services, services related to computer data processing, and software development and creation. In particular, the Provider offers consulting services helping customers evaluate their technological strategies, ensures system integration of new IT solutions into existing customer workflows, performs custom software development, and provides software Support and Maintenance Services. Through its team, the Provider has the expertise and experience necessary for software development tailored to individual customer needs and for the provision of software services. The Provider is a European certified partner of Odoo S.A., with its registered office at Chaussée de Namur 40, 1367 Grand-Rosière, Kingdom of Belgium, VAT No. BE0477472701 (hereinafter referred to as “Odoo S.A.”).
- 1.2 The Customer is a business entity interested in the Support and Maintenance defined in an offer or order confirmed by the Customer.
- 1.3 The Contracting Parties are interested in cooperating for the purpose of providing Support and Maintenance Services for the Work to the Customer for an agreed remuneration. For this purpose, they conclude a cooperation agreement pursuant to Section 2586 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”), also referred to as the “Cooperation Agreement” or simply the “Agreement”.
- 1.4 These General Terms and Conditions (also referred to as the “Terms and Conditions” or “GTC”) form an integral part of every Cooperation Agreement between the Provider and the Customer and govern all contractual relationships and all rights and obligations arising out of or in connection with the provision of Support and Maintenance Services.
- 1.5 The Contracting Parties conclude the Cooperation Agreement in electronic form in the manner described below.
  - 1.5.1 Prior to concluding the Cooperation Agreement, the Provider familiarized itself with the scope of the supported Work, unless the Work was created by the Provider itself, and the Customer familiarized itself with the alternative levels of Support and Maintenance Services available on the Provider’s website. The individual levels differ in particular in the availability of customer support, prepaid support time, licenses for integrated localization modules, and price.
  - 1.5.2 By agreement with the Customer, the Provider shall send the Customer a price quotation for Support and Maintenance Services via the web customer portal or by electronic mail (email) (hereinafter referred to as the “Offer Email”). The price quotation for Support and Maintenance Services includes the name of the specific Support and Maintenance Service, the content and related service level of which are available on the Provider’s website, or the name and level of the Support and Maintenance Services are described directly in the price quotation for Support and Maintenance Services (hereinafter referred to as the “Support and Maintenance Quotation”). The Support and Maintenance Quotation also includes a reference to these Terms and Conditions.
  - 1.5.3 By accepting the Support and Maintenance Quotation in the manner specified in the Offer Email, the Customer confirms that it has read, understood, and fully agrees with these Terms and Conditions, the rights and obligations of the Contracting Parties, and undertakes to comply with them. Without such confirmation, the Support and Maintenance Quotation cannot be accepted. The Support and Maintenance Quotation may form part of a broader price quotation that may include, for example, an analysis and implementation quotation, a hosting quotation, a quotation for localization or other modules provided by the Provider or another supplier, and possibly additional services.
  - 1.5.4 Subsequently, the Provider shall send the Customer a summary document typically designated as an “Offer” or “Order”. The “Offer” or “Order”, the integral part of which is the Offer Email, constitutes a binding proposal by the Provider to conclude the Cooperation Agreement.

- 1.5.5 The Customer accepts the Provider's proposal in one of the following ways:
- by confirming the Support and Maintenance Quotation and these Terms and Conditions via the web customer portal, or
  - by confirming the price quotation by email, or
  - by paying the first invoice for Support and Maintenance Services issued by the Provider, or
  - by another method specified in the Offer Email.
- 1.5.6 The Cooperation Agreement between the Customer and the Provider is concluded upon acceptance of the Provider's proposal by the Customer, at the moment that occurs first among the above acceptance methods.

## **2 Subject matter of the Agreement**

The subject matter of the Agreement consists of:

- the Provider's obligation to duly and timely provide the Customer with Support and Maintenance Services under the conditions set out in the Support and Maintenance Quotation and these Terms and Conditions and to grant the Customer a license to the results of the Support and Maintenance Services,
- and the Customer's obligation to provide the Provider with the necessary cooperation for the provision of the Support and Maintenance Services and to duly and timely pay the remuneration for the Support and Maintenance Services and the Remuneration for the license to the results of the Support and Maintenance Services.

## **3 Support and Maintenance services**

- 3.1 The Provider's website for Support and Maintenance Services is available in the Support and Maintenance Services section.
- 3.2 The scope, level, and parameters of Support and Maintenance Services are defined in the Support and Maintenance Quotation.
- 3.2.1 by the name of a specific Support and Maintenance Service, whereby the level of the Support and Maintenance Service, including its scope, price, and other parameters, is defined on the Provider's website, or
- 3.2.2 by the name of a specific Support and Maintenance Service and one or more selected parameters, whereby the remaining parameters of the Support and Maintenance Service level are defined on the Provider's website, or
- 3.2.3 by a complete description of the Support and Maintenance Service level, including its scope, incident priorities, level of customer support availability, prepaid support time, licenses for integrated localization modules, guaranteed repair times, evaluation of the provided services, methods and timelines for incident resolution, price, and any additional parameters.
- 3.3 The Provider guarantees the level of the Support and Maintenance Services. Parameters related to the availability of the Work are set out in the terms of the agreement that the Provider has concluded with the provider of the environment in which the Work is operated.
- 3.4 The Contracting Parties agree that the level of Support and Maintenance Services is continuously measured by the Provider and evaluated on a monthly and annual basis. For selected services, the Provider monitors the following parameters:
- 3.4.1 Response Time – the time elapsed from reporting a request via the helpdesk until receipt of the first response within the service hours stated on the Provider's website.
- 3.4.2 Resolution Time – the time elapsed from reporting a request via the helpdesk until its resolution within the service hours stated on the Provider's website.
- 3.5 An Incident shall also be deemed resolved if the service is temporarily restored by means of a workaround, which may require additional operational steps by system users.
- 3.6 The following shall not be included in the evaluation of the Support and Maintenance Service level:

- 3.6.1 Time periods during which the Provider is waiting for cooperation from the Customer.
- 3.6.2 Incidents reported for environments other than the production (operational) environment.
- 3.6.3 Incidents whose resolution delays were caused by the Customer's users or by third parties.
- 3.6.4 Incidents that were resolved in a timely manner by a workaround but remained open for the purposes of identifying the root cause and/or proposing a permanent solution and therefore subsequently exceeded the resolution time.

## 4 Support and Maintenance Service levels

- 4.1 **L1 helpdesk** - is provided via email, the online portal [www.26house.com](http://www.26house.com), and hotline +421 2 4552 9902 and includes support and assistance to the Customer's users in using the Work and Odoo systems.
- 4.2 **L2 incident management** is provided via ticketing and includes analysis and resolution of incidents and service restoration using remote access to the Customer's environment. Incidents related to data errors and settings are described in the Customer's report.
- 4.3 **L3 incident management** is provided via ticketing and includes resolution of incidents caused by modifications and settings of the Work by the Provider and service restoration, resulting in bringing the Work, data, or database back into an operational state according to incident severity.
- 4.4 L1, L2, and L3 together and individually constitute incident management services.

## 5 Incident priorities (P1, P2, P3)

- 5.1 **P1 – Urgent:** a critical failure affecting all users and having a fundamental impact on the functionality of the Customer's business processes.  
Examples:
  - The system is unavailable to all users
  - No integrations are operational
- 5.2 **P2 – High:** a high-priority failure affecting one or more users and having a significant impact on the functionality of the Customer's business processes.  
Examples:
  - The system is unavailable to a group of users
  - Integrations for transactional documents or master data are not functioning
  - The system displays an error and further actions are not possible; no workaround exists
  - It is not possible to create a transactional document in the system – e.g. a sales order, goods receipt, etc.
- 5.3 **P3 – Low:** a low-priority failure that does not have a significant impact on the functionality of the Customer's business processes, or for which a workaround exists to perform the required activity in the system.  
Examples:
  - The system is unavailable to a single user
  - Information in a single data field is missing or incorrect
  - The system displays an error, but work can continue or a workaround exists
  - Incorrect translation of a field name into the Czech language
  - Integrations do not transfer informational master data
  - Non-functional notifications upon data changes in the Odoo system

## 6 Supplementary Provisions

- 6.1 The prepaid service time for L1 helpdesk, L2 Incident Management, and L3 Incident Management may be used exclusively for functional inquiries related to the Work and for the initial analysis of incidents for which it cannot be determined in advance, without such analysis, whether they were caused by the Customer, third parties, the core Odoo system, or by the Provider's personnel or the Provider's Work.
- 6.2 The Customer acknowledges that the prepaid service time may not be used to fulfil other requests of the Customer that are provided, for example, within the scope of On-Demand Services, in particular:
- 6.2.1 User assistance of various kinds – including data manipulation, configuration and functional settings, installation and testing of third-party modules from Odoo Apps.
  - 6.2.2 Assistance with installation, administration, analysis, and tuning of IT environments managed by the Customer.
  - 6.2.3 Requests for changes to or extensions of the Work.
  - 6.2.4 Upgrades – adaptation of the Work to a different version of Odoo than the one for which the Work was created – for example, updating the Work to the latest version of Odoo released after the creation of the Work.
  - 6.2.5 Assistance with the support of core Odoo functionalities that were not part of the creation of the Work.
- 6.3 The Customer acknowledges that the scope of the Incident Management service is limited to initial analysis up to the phase of identifying the probable cause of the incident. This applies in cases where, based on the findings of the initial analysis, it is assumed that the Incident was caused by third parties, suppliers, the Customer's users, or other IT systems of the Customer. Prepaid flat-rate services do not include full analysis, repairs, or modifications required to resolve Incidents and issues caused by the Customer or third parties. This includes, in particular, cases where it is demonstrable that the reported Incident was caused by incorrect use of the Work, incorrectly entered data by users, incorrect configuration under the control of the Customer, malfunction of operational IT environments, computer networks, or internet connectivity managed by the Customer, as well as malfunction of integrations or errors on the part of the Customer or third parties.
- 6.4 Prepaid service time may be used for Incidents, failures, configuration errors, or assistance with Odoo S.A. support, etc. Time is billed in increments of every commenced 15 minutes; unused time is non-transferable between months. The prepaid time is not intended for software development, implementation of new domains and processes in Odoo, upgrade work, or training.

## **7 On-Demand Services**

- 7.1 The catalogue of On-Demand Services shall be provided by the Provider upon request.

## **8 Remuneration for Support and Maintenance**

- 8.1 The remuneration for Support and Maintenance Services is determined as a flat fee for a period of one calendar month or one calendar year and is published on the Provider's website together with the definition of the service levels (Basic, Basic Plus, Standard, and Profi). The Provider and the Customer may agree on an individually defined Support and Maintenance Service level (Individual).
- 8.2 The "Profi" and "Individual" service levels do not have a fixed price published on the Provider's website. The price for these service levels is determined individually in the Support and Maintenance Quotation.
- 8.3 The price of the Profi and Individual service levels is determined in proportion to the price of the Standard service level, taking into account in particular the scope of services provided, their parameters, the amount of prepaid service time, the level of customer support availability, licenses for integrated localization modules, and any other services provided.
- 8.4 The Provider is entitled to continuously update the prices Support and Maintenance Services. The updated price shall apply from the next billing period. The Customer is entitled to reject the new price and terminate the Cooperation Agreement under the conditions set out below.

- 8.5 The remuneration for On-Demand Services shall be provided by the Provider upon request together with the catalogue of On-Demand Services.

## **9 Licence to Support and Maintenance Services**

- 9.1 By this Agreement, the Provider also grants the Customer a licence to the Support and Maintenance Services within the scope and under the conditions set out in the following provisions, provided that the result of the Support and Maintenance Services constitutes a work protected by copyright law pursuant to the Copyright Act.
- 9.2 Scope of the Licence
- 9.2.1 The licence to the Support and Maintenance Services is granted without territorial or subject-matter limitation and for the duration of the author's proprietary rights.
  - 9.2.2 The licence to the Support and Maintenance Services is non-exclusive.
  - 9.2.3 The licence to the Support and Maintenance Services is provided for consideration as part of the Remuneration for the Analysis.
  - 9.2.4 The licence to the Support and Maintenance Services arises upon payment of the Remuneration for the Analysis and delivery of the Results of the Analysis.
- 9.3 Licence Restrictions
- 9.3.1 The Customer is not entitled to grant sublicences or transfer rights arising from the licence to the Support and Maintenance Services to third parties.
  - 9.3.2 The licence does not apply to rights to the Work or to modifications, configurations, or modules of the Provider that are subject to special regulation contained in other agreements.
- 9.4 Copyright
- 9.4.1 All proprietary rights to the Support and Maintenance Services belong to the Provider.
  - 9.4.2 The licence to the Support and Maintenance Services does not constitute a transfer of copyright or any other intellectual property rights.
  - 9.4.3 If materials of the Customer are used in the provision of the Support and Maintenance Services, the Customer grants the Provider a free, non-exclusive licence to use such materials for the purposes of providing the Support and Maintenance Services.

## **10 Delivery of Notices**

- 10.1 All notices between the Contracting Parties shall be delivered by email to the addresses specified in the Agreement, unless stipulated otherwise.
- 10.2 Email delivery shall be deemed effective at the moment of dispatch, unless proven otherwise.
- 10.3 Where the Agreement requires written form, email form shall suffice unless an original handwritten signature is expressly required.
- 10.4 Each party is obliged to notify the other party of any change in its delivery address; otherwise, delivery shall be made to the last known address.

## **11 Term of the Agreement**

- 11.1 Conclusion of the Agreement
- 11.1.1 The form and manner of concluding the Agreement are described in the introductory provisions.
  - 11.1.2 The Agreement becomes effective upon its conclusion.

- 11.1.3 The Agreement is concluded for an indefinite period.
- 11.2 Termination of the Service Agreement without Cause
- 11.2.1 Each Contracting Party is entitled to terminate the Service Agreement without stating a reason, with a notice period of 60 days commencing upon delivery of the notice to the other Contracting Party.
- 11.2.2 During the notice period, the Contracting Parties are obliged to fulfil their obligations under the Service Agreement in full.
- 11.3 Termination Due to Disagreement with Price Changes
- 11.3.1 If the Provider unilaterally adjusts the price of the Support and Maintenance Services in accordance with the Agreement and the Customer does not agree with such adjustment, the Customer is entitled to terminate the Service Agreement with immediate effect.
- 11.3.2 The Customer may exercise the right to terminate the Service Agreement under point 11.3.1 no later than 30 days from the date on which it demonstrably became aware of the price change. After expiry of this period, the price change shall be deemed accepted by the Customer.
- 11.3.3 Termination under this Article does not affect the Provider's right to remuneration for Support and Maintenance Services already provided.
- 11.4 Withdrawal from the Service Agreement
- 11.4.1 Each Contracting Party is entitled to withdraw from the Service Agreement if the other Contracting Party materially breaches its obligations under the Service Agreement and fails to remedy such breach within 30 days of delivery of a written notice requesting remedy.
- 11.4.2 A material breach shall include, in particular:
- delay by the Provider in providing the Support and Maintenance Services exceeding 30 days;
  - delay by the Customer in payment of the Remuneration exceeding 30 days;
  - failure to provide cooperation necessary for the provision of the Support and Maintenance Services, preventing their performance.
- 11.5 Effects of Withdrawal
- 11.5.1 Withdrawal from the Agreement becomes effective upon delivery of the written notice of withdrawal to the other Contracting Party.
- 11.5.2 Upon withdrawal, the obligations of the Contracting Parties terminate for the future; however:
- the Customer's obligation to pay remuneration for services provided up to the effective date of withdrawal remains unaffected;
  - claims for damages, contractual penalties, default interest, and other sanctions arising prior to withdrawal remain unaffected;
  - licence arrangements for duly paid parts of the Support and Maintenance Services remain unaffected;
  - obligations of confidentiality, protection of Confidential Information, and personal data protection remain unaffected;
  - provisions governing applicable law and dispute resolution remain unaffected.
- 11.5.3 The Contracting Parties agree that Section 2004 of the Civil Code shall not apply.

## **12 Protection of Confidential Information and Personal Data**

- 12.1 NDA and Definitions
- 12.1.1 If the Contracting Parties have entered into an NDA, the protection of confidential information shall be governed by such NDA, which shall also apply to this Agreement. If no NDA has been concluded, this Article shall apply.
- 12.1.2 "Information" means any information or materials of any nature disclosed or made available to the other party in connection with the cooperation, regardless of form or method of disclosure.

- 12.1.3 "Confidential Information" means all Information that:
- a) was disclosed or obtained before, during, or after the performance of this Agreement;
  - b) is not publicly available;
  - c) includes in particular information on prices, business relationships, financial results, know-how, technologies, source code, clients, business methods, internal organisation, employee data, contractual terms, and the Provider's remuneration;
  - d) includes trade secrets and know-how of the Provider.
- 12.1.4 Confidential Information does not include information that:
- a) was public prior to its disclosure;
  - b) became public other than through breach of this Agreement;
- 12.1.5 c) must be disclosed pursuant to legal obligation or decision of a public authority;
- 12.1.6 d) was obtained from a third party entitled to disclose it.
- 12.1.7 References to cooperation between the Contracting Parties are not considered Confidential Information.
- 12.2 Obligations of the Contracting Parties
- 12.2.1 The parties undertake to protect Confidential Information and shall not disclose it to third parties without the prior written consent of the other party, except to:
- a) professional advisers bound by confidentiality;
  - b) affiliated entities within the same group;
  - c) employees and subcontractors involved in the performance of the Agreement;
  - d) cases of statutory obligation.
- 12.2.2 Confidential Information may be used solely for the performance of this Agreement.
- 12.2.3 The parties shall adopt appropriate technical and organisational measures to prevent loss, misuse, or unauthorised access to Confidential Information.
- 12.2.4 The obligations under this Article apply also to employees, collaborators, and legal successors of the parties.
- 12.2.5 Each party shall promptly notify the other party of any circumstance indicating unauthorised handling of Confidential Information.
- 12.3 Duration of Obligations
- Obligations under this Article shall survive indefinitely, including after termination of the Agreement for any reason.
- 12.4 Personal Data Protection
- 12.4.1 In the performance of this Agreement, the Provider is not authorised to process personal data for which the Customer is the controller, neither as a controller nor as a processor.
- 12.4.2 If the Provider comes into incidental contact with personal data of the Customer, it shall maintain confidentiality in accordance with GDPR.
- 12.4.3 The Provider declares that all its employees and collaborators have been duly instructed regarding obligations arising from GDPR and confidentiality.

## 13 Final Provisions

- 13.1 These Terms and Conditions become valid and effective on the date specified in their header and are published on the Provider's Website.
- 13.2 Legal relationships not governed by these Terms and Conditions shall be governed by the Agreement, these Terms and Conditions, and the relevant provisions of the Civil Code and related legislation. Any disputes arising out of or in connection with the Agreement shall be resolved by the competent courts of the Czech Republic, unless expressly agreed otherwise in the Agreement.
- 13.3 Any deviation from these Terms and Conditions is only possible by written agreement of the Contracting Parties.

- 13.4 The Provider is entitled to amend these Terms and Conditions unilaterally. The new wording becomes effective upon publication on the Provider's Website and applies only to Agreements concluded after its effective date. Agreements already in force shall be governed by the wording effective at the time of their conclusion, unless agreed otherwise.
- 13.5 Failure or delay in exercising any right under these Terms and Conditions shall not be construed as a waiver thereof. A one-time waiver does not constitute a waiver of future rights. Exercise of one right does not preclude exercise of another.
- 13.6 Invalidity or ineffectiveness of any provision of these Terms and Conditions shall not affect the validity or effectiveness of the remaining provisions. If such provision cannot be severed, the parties shall replace it with a provision that most closely reflects the intent and purpose of the original provision.
- 13.7 The Contracting Parties shall not be liable for breach of obligations caused by force majeure events, including war, natural disasters, fire, flood, epidemics, power outages, or other objective events beyond their control. Upon cessation of the force majeure event, the affected party shall resume performance. If force majeure lasts longer than two months, the parties may agree to terminate the Agreement. Actions of public authorities that can be overcome by reasonable effort shall not constitute force majeure.
- 13.8 These Terms and Conditions are drawn up in the Czech language. If translated into another language, the Czech version shall prevail; other language versions are for informational purposes only.