

GENERAL TERMS AND CONDITIONS OF 26HOUSE s.r.o. FOR THE IMPLEMENTATION OF ODOO ERP 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”), hereby issues these General Terms and Conditions for the implementation of the Odoo ERP system.

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 primarily providing consulting services assisting customers in evaluating their technological strategies, ensuring system integration of new IT solutions into customers’ existing workflows, performing custom software development, and providing software support and maintenance services; through its team, the Provider possesses the knowledge and experience necessary for the development and creation of software tailored to the individual needs of customers, as well as for the provision of software-related support 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 Work as defined in the offer or order confirmed by the Customer.
- 1.3 The Contracting Parties intend to cooperate for the purpose of creating the Work through the performance of an Analysis and the subsequent Implementation of the Work based on the Results of the Analysis; for this purpose, they enter into a cooperation agreement pursuant to §2586 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, 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 (hereinafter also referred to as the “Terms and Conditions” or the “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 that arise or have arisen and that are related to the Analysis, the Implementation, and the delivery of the Work.
- 1.5 The Contracting Parties enter into the Cooperation Agreement in electronic form in the manner set out in the following provisions of this Article.
- 1.5.1 Prior to the conclusion of the Cooperation Agreement, the Provider shall carry out a free of charge and non-binding qualification with the Customer, in the form and scope determined by the Provider; such qualification serves as a basis for the Price Offer for the configuration project.
- 1.5.2 The Provider shall subsequently send the Customer a Price Offer for the configuration project, which includes a reference to these Terms and Conditions, either via the web-based customer portal or by electronic mail (e-mail) (hereinafter referred to as the “Offer E-mail”).
- 1.5.3 By accepting the Price Offer for the configuration project in the manner specified in the Offer E-mail, the Customer simultaneously confirms that it has read, understood, and fully agrees with the wording of these Terms and Conditions, the rights and obligations of the Contracting Parties, and undertakes to comply with them; without confirmation of consent to these Terms and Conditions in accordance with the preceding sentence of this clause, it is not possible to accept the Price Offer for the configuration project.
- 1.5.4 The Provider shall subsequently send the Customer a summary document typically designated as an “Offer” or an “Order”; the “Offer” or “Order”, the integral annex of which is the Offer E-mail, constitutes a binding proposal of the Provider to the Customer for the conclusion of the Cooperation Agreement.
- 1.5.5 The Customer shall accept the Provider’s proposal in any of the following ways:
- by confirming the Price Offer for the configuration project and these Terms and Conditions via the web-based customer portal; or
 - by confirming the Price Offer for the configuration project by electronic mail (e-mail); or
 - by paying the advance invoice issued by the Provider; or
 - by performing any other method specified in the Offer E-mail.

- 1.5.6 The Cooperation Agreement between the Customer and the Provider is concluded upon the Customer's acceptance of the Provider's proposal, at the moment that occurs first among the individual methods of acceptance specified in the preceding clause.

2 Definitions of Basic Terms

For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

1. **"Acceptance Testing"**: user acceptance testing of the Work performed by the Customer with the cooperation of the Provider, during which the Contracting Parties test the Work in accordance with the Test Scenario in order to verify whether the Work meets the expected requirements (both implicit and explicit) and is free of defects; Acceptance Testing includes the execution of software/system components using manual or automated tools in accordance with the Test Scenario (of these GTC).
2. **"Acceptance Protocol"**: a written protocol on the handover of the Work by the Provider to the Customer within the Acceptance Testing pursuant to these GTC.
3. **"Analysis"**: analytical activities of the Provider performed within the scope and for the purpose set out in these GTC.
4. **"Provider's Author" or "Author"**: a natural person who, on the basis of a contractual relationship with the Provider, creates the Work for the Provider and grants the Provider the necessary licence.
5. **"Copyright Act"**: Act No. 121/2000 Coll., on Copyright, Related Rights and on Amendments to Certain Acts (Copyright Act), as amended.
6. **"Price Offer for the Configuration Project" or "Configuration Project Offer"**: written information sent by the Provider to the Customer in the Offer E-mail based on the qualification (as further specified in these GTC), which usually includes a Price Offer for the Analysis and an estimated price offer for the Implementation to the extent the Provider is able to provide based on the information supplied by the Customer; for the avoidance of doubt, the price offer for the Analysis does not represent a final amount of the Remuneration for the Analysis; any agreements contained in this price offer that supplement these GTC shall form an integral part of the Agreement upon its conclusion; the price offer may consist of several separate documents; the part relating to the Implementation is preliminary and non-binding, and prior to the commencement of the Implementation, the procedure set out in these GTC shall apply.
7. **"Price Offer for the Implementation" or "Implementation Offer"**: written information sent by the Provider to the Customer in the Offer E-mail based on the completed Analysis, containing a refined price offer for the Implementation; for the avoidance of doubt, the price offer for the Implementation is not a final (fixed) amount of the Remuneration for the Implementation, as it depends on the actual scope of work, which becomes evident only during performance; any agreements contained in this price offer that supplement these GTC shall form an integral part of the Agreement upon its conclusion; the price offer may consist of several separate documents.
8. **"Price Offer for the Customisation Project" or "Customisation Project Offer"**: written information sent by the Provider to the Customer pursuant to these GTC, containing a price offer for the Implementation; for the avoidance of doubt, this price offer is not a final (fixed) amount of the Remuneration for the Implementation, as it depends on the actual scope of work, which becomes evident only during performance; any agreements contained in this price offer that supplement these GTC shall form an integral part of the Agreement upon its conclusion; the price offer may consist of several separate documents.
9. **"Price Offer for Completion of the Implementation"**: a price offer of the Provider for the completion of the Implementation after an interruption of works in the cases envisaged by these GTC.
10. **"Price Offer"**: a collective term for the Price Offer for the Configuration Project and/or the Implementation Offer and/or the Customisation Project Offer and/or the Price Offer for Completion of the Implementation; where these GTC refer to an agreement contained in the Price Offer, it shall mean the version that is approved and effective at the relevant time; in the event of a conflict between the Configuration Project Offer and the Customisation Project Offer, the Customisation Project Offer shall prevail.
11. **"Cut-over Plan"**: a phase or step of the Implementation of the Work pursuant to these GTC.

12. **“Detailed Project Brief”**: a document prepared by the Provider during the Analysis, forming part of the Results of the Analysis and subsequently maintained by the Provider with the cooperation of the Customer; it contains the steps, phases, and activities necessary for the implementation of the Work.
13. **“Detailed Functional Specification”**: a document containing a detailed description of the solution for each customisation ordered by the Customer based on the output of the Detailed Project Brief; it includes, in particular, the FIT-GAP list, functional and non-functional requirements, test scenarios, BPMN and UML diagrams, and other technical parameters.
14. **“Work”**: the software application “26HOUSE Odoo Image” in the case of on-premise hosting / “26HOUSE Repository” in the case of 26HOUSE Cloud hosting or odoo.sh hosting (PaaS).
15. **“Acceptance Testing Period”**: has the meaning set out in these GTC.
16. **“Testing Operation Period”**: has the meaning set out in these GTC.
17. **“Additional Analysis Works”**: works performed by the Provider beyond the scope of works defined in the Price Offer and requested by the Customer during the Analysis.
18. **“Agreed Repository”**: a repository agreed for the storage of source codes, configurations, settings, updates, and installation images of the Work.
19. **“Work Documentation”**: a configuration or user manual for the Work or other documentation designated by the Provider; the documentation shall be delivered only on the basis of a separate agreement of the Contracting Parties.
20. **“Go-live”**: a phase or step of the Implementation of the Work pursuant to these GTC.
21. **“Hypercare”**: a phase or step of the Implementation of the Work pursuant to these GTC.
22. **“Implementation”**: has the meaning set out in these GTC and represents the activities of the Provider aimed at delivering the Work based on the Results of the Analysis.
23. **“Incident”**: an unplanned interruption, reduction in quality of the Work, unexpected or urgent issues, or error conditions of the Work.
24. **“Licence to the Work”**: the Provider’s consent for the Customer to use the Work pursuant to these GTC.
25. **“Man-Day”**: the working time of one person of the Provider corresponding to one working day of 8 hours.
26. **“Data Migration”**: a phase or step of the Implementation of the Work pursuant to these GTC.
27. **“GDPR Regulation”**: Regulation (EU) 2016/679 of the European Parliament and of the Council.
28. **“Civil Code”**: Act No. 89/2012 Coll., the Civil Code of the Czech Republic.
29. **“Remuneration for the Analysis”**: the remuneration payable to the Provider for the performance of the Analysis.
30. **“Remuneration for Partial Analysis Tasks”**: the remuneration of the Provider in the event of the preparation of a Report on Partial Results of the Analysis.
31. **“Remuneration for the Work”**: the remuneration payable to the Provider for the creation of the Work, consisting of the sum of the Remuneration for the Analysis, the Remuneration for the Implementation, and the Remuneration for Customisations.
32. **“Remuneration for the Implementation”**: the remuneration payable to the Provider for the performance of the Implementation (or its part in the event of interruption).
33. **“Licence Fee”**: the remuneration for granting the Licence to the Work.
34. **“Remuneration”**: a collective term for any remuneration pursuant to these GTC.
35. **“Special Remuneration”**: remuneration payable to the Provider for the period of the Customer’s delay in providing Cooperation.
36. **“Controlling Person”**: a person holding a majority of voting rights in the Controlled Person.
37. **“Controlled Person”**: a person in which another person holds a majority of voting rights.
38. **“Materials”**: documents or information provided by the Customer in person or by e-mail, relevant for the Provider’s performance.

39. **“Sprint Details”**: the Customer’s requirements for the Sprint Results agreed prior to the commencement of the Sprint.
40. **“Instructions”**: the Customer’s instructions for the performance under the Agreement; they may be provided in any form, but always in writing.
41. **“Production Transfer”**: a phase or step of the Implementation of the Work pursuant to these GTC.
42. **“Report on Partial Results of the Analysis”**: a written report of the Provider pursuant to these GTC.
43. **“Cooperation”**: activities of the Contracting Parties necessary for the proper performance of the Agreement, in particular the provision of information, materials, and data by the Customer.
44. **“Sprint”**: a short and regular time period during which the Provider works on the creation of the Work.
45. **“Provider’s Standard Module”**: a module (e.g. localisation of the Work) provided to the Customer on the basis of a written order.
46. **“Analysis Completion Date”**: has the meaning set out in these GTC.
47. **“Test Scenario”**: a document containing a set of conditions for performing a Test Case.
48. **“Testing Operation”**: a phase after deployment enabling the Customer to become familiar with the Work.
49. **“Test Case”**: a phase after completion of a Sprint used to verify the defect-free nature of the Sprint Results.
50. **“Testing Environment”**: an environment managed by the Provider in which the Implementation is performed.
51. **“Defect of the Work”**: a condition where the Work does not comply with the specification or documented functionalities.
52. **“Results of the Analysis”**: a written description of the Provider’s findings during the Analysis.
53. **“Sprint Result”**: has the meaning set out in these GTC.
54. **“Settlement Invoice”** or **“Monthly Settlement Invoice”**: an invoice issued by the Provider for worked and reported Man-Hours / Man-Days for the preceding calendar month.
55. **“Advance Invoice for the Analysis”**: has the meaning set out in these GTC.
56. **“Warranty Period”**: a phase or step of the Implementation of the Work pursuant to these GTC.
57. **“Partnership Agreement”**: an agreement concluded between the Provider and Odoo S.A.
58. **“Cooperation Agreement”**: an agreement between the Provider and the Customer pursuant to these GTC, of which these GTC form an integral part.

3 Subject Matter of the Agreement

- 3.1 The subject matter of the Agreement is, on the one hand, the obligation of the Provider to deliver the Work to the Customer for the agreed Remuneration for the Work and to grant the Customer the right to use the Work, and, on the other hand, the obligation of the Customer to provide the necessary Cooperation for the delivery of the Work, to accept the delivered Work, to pay the Remuneration for the Work, and to use the Work in accordance with the conditions set out in these GTC.
- 3.2 For the purpose of fulfilling the subject matter of the Agreement and delivering the Work:
 - 3.2.1 In relation to the performance of the Analysis:
 - the Provider undertakes to perform the Analysis for the Customer and to deliver the Results of the Analysis to the Customer as outputs of this activity for the agreed Remuneration for the Analysis;
 - the Customer undertakes to provide the Provider with the necessary Cooperation for the performance of the Analysis, to accept the Results of the Analysis, and to pay the Provider the Remuneration for the Analysis.

- 3.2.2 In relation to the Implementation of the Work:
- the Provider undertakes, for consideration, to ensure the Implementation of the Work for the Customer in accordance with the Customer's Instructions for the agreed Remuneration for the Implementation;
 - the Customer undertakes to provide the Provider with the necessary Cooperation for the Implementation of the Work, to accept the result of the Implementation of the Work, and to pay the Provider the agreed Remuneration for the Implementation.
- 3.2.3 In relation to the Customer's entitlement to use the Work:
- the Provider undertakes to enable the use of the Work within the scope set out in these GTC, for the purpose of unrestricted use of the Work for the Customer's business purposes, for the agreed Licence Fee;
 - the Customer undertakes to use the Work within the scope set out in these GTC, for the purpose of unrestricted use of the Work for its business purposes, and to pay the Provider the agreed Licence Fee.
- 3.3 The delivery of the Work shall always include the Provider's configuration works and, as a rule, also the Provider's customisation works, provided that such works are necessary with regard to the Customer's requirements and agreed by the Contracting Parties; the Contracting Parties shall determine, based on the Provider's proposal, the scope and sequence of such works and the necessary activities during the Analysis and the Implementation; the Provider shall propose such scope and sequence so that the works are carried out as efficiently and cost-effectively as possible.
- 3.4 For the avoidance of any doubt, the Contracting Parties state that the subject matter of this Agreement does not include:
- works/services related to the maintenance and servicing of the Work (which may be ordered, if of interest, via the Provider's website or by e-mail);
 - ensuring the technical operability of hosting provided by Odoo S.A.;
 - any other activities specified in the Price Offer.

4 Customer's Cooperation

- 4.1 The Customer is obliged to provide the Provider with all necessary Cooperation required by the Provider, in particular to:
- provide the Provider with information and materials describing and evidencing the state of the Customer's information systems, hardware, and software as of the date of conclusion of the Agreement or at any time during its term, their functionalities, information on the purpose and requirements of their use by the Customer, or other information and materials at the Provider's discretion; the Customer is obliged to inform the Provider without undue delay of any change, in each case prior to its effectiveness;
 - not withhold from the Provider any facts or risk factors that could jeopardise the fulfilment of the Provider's obligations under the Agreement;
 - provide the Provider with information and materials requested by the Provider in writing (e-mail being sufficient) that are necessary for the proper performance of the Analysis, within a reasonable period specified by the Provider in its written (e-mail) request;
 - ensure the Provider's access to the locations where the Analysis / Implementation of the Work is to be performed and to the equipment, hardware, and software used by the Customer;
 - create for the Provider the conditions customary for the performance of the Analysis / Implementation of the Work, or such conditions as required by the Provider in accordance with the Price Offer, in relation to the Provider, its employees, and contractors who will be responsible for communication and cooperation with the Customer.
- 4.2 The Customer shall designate responsible persons for communication and cooperation with the Provider no later than prior to the commencement of the performance of the Analysis; the Customer may change such persons during the cooperation, however, it is obliged to notify the Provider of any change prior to its effectiveness; if training by the Provider is necessary in order to involve a new responsible person of the Customer in the ongoing cooperation, the hourly rate set out in the Price Offer shall apply; the Provider shall not be liable for any changes to the schedule, budget, or scope resulting from insufficient transfer of information upon a change of persons on the Customer's side.

- 4.3 The Contracting Parties have agreed that coordination meetings of the Contracting Parties shall take place during the performance of the Analysis / Implementation of the Work in the scope approved by the Contracting Parties based on the Provider's proposal; the Provider may at any time propose a change in the frequency or form of such coordination meetings.
- 4.4 If the Customer is unable to attend a meeting agreed in advance (analytical and implementation workshops, migration meetings, training sessions, etc.), the Customer is required to notify the Provider at least 24 hours in advance; otherwise, the meeting shall be charged as standard.
- 4.5 The Customer shall not be entitled to any reimbursement of costs related to the provision of Cooperation to the Provider; the Customer shall also not be entitled to any compensation for any potential limitations of the operation of its systems resulting from the performance of the Analysis / Implementation of the Work.
- 4.6 As the Provider allocates human resources and capacity for the provision of performance to the Customer under the Agreement, the Contracting Parties agree that if the Provider is ready to perform and the performance cannot take place due to the Customer's delay in providing Cooperation, the Provider shall be entitled, for the duration of such delay, to a Special Remuneration (cost compensation), calculated as the product of
- (i) the Man-Hour or Man-Day rate specified in the Price Offer and
 - (ii) the number of hours or days during which the Customer is in delay in providing Cooperation, however, up to a maximum of the capacity reserved for the Customer within the relevant period.
- The Provider shall issue an invoice for the Special Remuneration after the end of the period of the Customer's delay in providing Cooperation, but in any event no later than after the end of the calendar month during which such delay occurred; the invoice shall be due and payable within 14 days from the date of its issuance.

5 Analysis, it's Scope and Performance Procedure

5.1 Purpose and Scope of the Analysis

- 5.1.1 Prior to the conclusion of this Agreement, the Contracting Parties jointly carried out a qualification of the Customer's requirements, needs, and desired target state for the purpose of submitting the Price Offer for the configuration project; the description of the findings from such qualification may form part of the Price Offer for the configuration project.
- 5.1.2 The performance of the Analysis pursuant to the Agreement is necessary in order to determine in detail in particular (i) all current needs and requirements of the Customer for the creation of the Work by the Provider and (ii) the Customer's current IT infrastructure, the knowledge of which is essential for the Provider for the actual performance of the Implementation of the Work; the Analysis constitutes the fundamental basis for the subsequent Implementation of the Work, and without its performance the Provider has no interest in cooperating with the Customer on the Implementation of the Work; the Analysis process and the Provider's activities during the Analysis are described in the Price Offer for the configuration project.
- 5.1.3 The Provider undertakes to deliver the Results of the Analysis to the Customer, the anticipated scope of which is specified in the Price Offer for the configuration project; the Results of the Analysis include, inter alia, the Detailed Project Brief.

5.2 Procedure of the Analysis

The Analysis consists of the following phases:

- AS-IS description of the current state = analysis of the current state (collection of detailed operational requirements);
- high-level TO-BE process design = confirmation of the proposed target state (validation of detailed business requirements);
- FIT-GAP Analysis = identification of differences between the requirements and standard Odoo functionalities;
- Prototype = preparation and presentation of the Prototype;
- Prototype training and testing = training of users on selected partial or end-to-end (E2E) processes within the agreed scope.

- 5.2.1 The Provider shall complete the performance of the Analysis and deliver the Results of the Analysis to the Customer within the period specified in the Price Offer for the configuration project, which shall commence upon payment of the Advance Invoice for the Analysis (hereinafter referred to as the “**Analysis Completion Deadline**”).
- 5.2.1.1 In the event of the Customer’s delay in providing the Cooperation necessary for the performance of the Analysis, the Analysis Completion Deadline shall be extended accordingly.
- 5.2.1.2 The Provider shall be in delay if it fails to perform the Analysis and deliver the Results of the Analysis within ten (10) business days after the expiry of the Analysis Completion Deadline, as the case may be extended due to the Customer’s failure to provide Cooperation.
- 5.2.2 The method of payment of the Remuneration for the Analysis, including advance payments, additional advances, utilisation of advances, monthly settlement, and the Customer’s access to records of worked hours, shall be governed by the Article “Remuneration, Advances, and Method of Settlement” of these Terms and Conditions.
- 5.3 **Rights and Obligations of the Contracting Parties in the Analysis**
- 5.3.1 The Provider is obliged to perform the Analysis properly and to the best of its abilities and capabilities, taking into account all relevant input data provided by the Customer, as well as the Customer’s legitimate interests and requirements; the Provider undertakes to proceed efficiently in the performance of the Analysis so that the duration of its performance corresponds to the customary time required for activities under this Agreement, while maintaining the required level of professionalism and expertise.
- 5.3.2 If, in the course of performing the Analysis, the Provider identifies any obstacles preventing the proper performance of the Analysis, the Provider shall be obliged to inform the Customer thereof without undue delay and, at the same time, to propose appropriate options for resolving such obstacles.
- 5.3.3 If:
- for any reasons on the Customer’s side which the Customer fails to remedy even on the basis of the Provider’s written request within the time limit specified by the Provider, the Provider is objectively unable to perform the Analysis; or
 - the Customer is in delay in providing the Cooperation necessary for the performance of the Analysis for more than twenty (20) business days; or
 - the Customer is repeatedly in delay in providing the Cooperation necessary for the performance of the Analysis; or
 - the Customer refuses to make an additional advance payment or is in delay with the payment of a Monthly Settlement Invoice or an additional advance invoice for Additional Analysis Works requested by the Customer during the Analysis,
- the Provider shall be entitled to withdraw from this Agreement; in such case, the Provider shall be entitled to payment of the Remuneration for the Analysis corresponding to the part of the Analysis performed; upon payment of such remuneration by the Customer, the Provider shall deliver to the Customer a written Report on Partial Results of the Analysis; the procedure for the delivery of the Results of the Analysis pursuant to these GTC shall not apply.

6 Results of the Analysis

6.1 Results of the Analysis

- 6.1.1 The Results of the Analysis are continuously recorded and refined by the Provider within the framework of joint workshops and communication between the Contracting Parties; the Results of the Analysis include in particular:
- the Detailed Project Brief;
 - the Price Offer for the Implementation (if issued, in particular due to a deviation from the original or previous Price Offer);
 - the Price Offer for the Customisation Project (if relevant);
 - the Detailed Functional Specification (if relevant).

Upon completion of the Analysis, the Provider shall notify the Customer of its completion and make the Results of the Analysis available to the Customer, unless they are made available on an ongoing basis.

- 6.1.2 The Customer shall be entitled, within a period of seven (7) days from the date on which the Results of the Analysis are made available, to notify the Provider of any specific comments or objections; if the Customer fails to respond within the specified period, the Results of the Analysis shall be deemed approved in their entirety.
- 6.1.3 The Customer's comments must be reasonably specific, must identify the disputed part of the Results of the Analysis, and must describe the alleged deficiency; the Results of the Analysis shall be deemed approved in those parts that the Customer has not expressly disputed.
- 6.1.4 The Provider shall duly take into account and incorporate justified comments of the Customer and shall make the amended Results of the Analysis available in the same manner as the original version; at that moment, the amended Results of the Analysis shall be deemed approved, unless the Contracting Parties agree otherwise.
- 6.1.5 The commencement of the Implementation or the ordering of additional works based on the Results of the Analysis shall be deemed approval of the Results of the Analysis to the extent to which they are used for such works.

7 Licence to the Results of the Analysis

7.1 Grant of Licence

The Provider grants the Customer a licence to the Results of the Analysis (hereinafter referred to as the "Analysis Licence").

7.2 Scope of the Licence

- 7.2.1 The Analysis Licence is granted without territorial or subject-matter limitations and for the duration of the author's proprietary rights.
- 7.2.2 The Analysis Licence is non-exclusive.
- 7.2.3 The Analysis Licence is granted for consideration as part of the Remuneration for the Analysis.
- 7.2.4 The Analysis Licence shall arise upon payment of the Remuneration for the Analysis and delivery of the Results of the Analysis.

7.3 Limitation of the Licence

- 7.3.1 The Customer is not entitled to grant sublicences or to assign or transfer any rights arising from the Analysis Licence to third parties.
- 7.3.2 The Analysis Licence does not apply to rights to the Work or to any modifications, configurations, or modules of the Provider, which are subject to separate regulation set out in these GTC.

7.4 Copyright

- 7.4.1 All proprietary rights to the Results of the Analysis vest in the Provider.
- 7.4.2 The Analysis Licence does not constitute a transfer of copyright or any other intellectual property rights.
- 7.4.3 If the Customer's materials are used in the course of the Analysis, the Customer grants the Provider a royalty-free, non-exclusive licence to use such materials for the purposes of the Analysis.

8 Implementation – Basic Provisions and the Detailed Project Brief

- 8.1 For the performance of the Implementation, the records contained in the Detailed Project Brief are essential and decisive; the Contracting Parties agree that only those activities, steps, procedures, and arrangements expressly set out in the Detailed Project Brief shall be deemed binding.

- 8.2 The Detailed Project Brief shall be continuously updated and supplemented by the Provider; the Customer is obliged to provide the Provider with the necessary Cooperation, to continuously review the records contained in the Detailed Project Brief, and to submit any comments it may have regarding such records.

9 Implementation – Performance Provisions

- 9.1 After the delivery of the Results of the Analysis, the Contracting Parties shall proceed with the commencement of the Implementation in accordance with these GTC and the approved Results of the Analysis, in particular in accordance with the Detailed Project Brief and the current Price Offer.
- 9.2 The method of payment of the Remuneration for the Implementation, including advance payments, additional advances, utilisation of advances, monthly settlement, and the Customer’s access to records of worked hours, shall be governed by the Article “Remuneration, Advances, and Method of Settlement” of these Terms and Conditions.

10 Implementation – Scope, Schedule, Cooperation, Suspension of Works

10.1 Scope of Implementation

- 10.1.1 The Implementation represents the activities of the Provider aimed at delivering the Work to the Customer. The scope of the Implementation is based on the Results of the Analysis, the Detailed Project Brief, and the current Price Offer.
- 10.1.2 The Implementation typically includes:
- configuration works and setup of Odoo modules;
 - potential customisation (development of tailor-made functionalities);
 - work performed in Sprints and ongoing testing;
 - preparation of materials for the Testing Operation and Acceptance Testing;
 - user training;
 - activities aimed at putting the Work into live operation.
- 10.1.3 The specific structure, scope, and sequence of the activities result from the Detailed Project Brief and the current Price Offer.

10.2 Harmonogram of Implementation

- 10.2.1 The specific Implementation schedule is set out in the Price Offer and, where applicable, in the Detailed Project Brief. The schedule shall be adjusted accordingly in the event of:
- changes to the Customer’s requirements;
 - the Customer’s delay in providing Cooperation;
 - the necessity to perform additional activities;
 - technical complications that could not have been foreseen.
- 10.2.2 The Provider shall continuously inform the Customer about the progress of the Implementation, the utilisation of the time budget, and any risks that may jeopardise the completion deadline.

10.3 Cooperation during the Implementation

- 10.3.1 The Implementation is carried out on the assumption that the Customer provides the Provider with Cooperation in accordance with these GTC and, in particular, ensures:
- the necessary input information;
 - access to environments, systems, and data;
 - technical conditions enabling configuration and testing;
 - a responsible person for communication and decision-making;
 - timely feedback on the prepared outputs.
- 10.3.2 If certain technical or process-related conditions are not met, the Provider shall propose an adjustment to the scope or schedule; if it is still not possible to proceed thereafter, the Provider shall be entitled to suspend the works.

10.4 Suspension of Works

- 10.4.1 If it is not possible to continue the Implementation due to reasons on the Customer's side, the Provider shall be entitled to suspend the works. The Provider shall notify the Customer of such suspension in writing.
- 10.4.2 If the Customer is interested in continuing the Implementation, the Provider shall submit a proposal for further steps and, where applicable, a Price Offer for the completion of the Implementation.

10.5 Other Provisions

- 10.5.1 For the purposes of the Implementation, the records contained in the Detailed Project Brief shall be binding; the Detailed Project Brief shall be continuously updated by the Provider in cooperation with the Customer.
- 10.5.2 The method of payment of the Remuneration for the Implementation, including advance payments, monthly settlement, and access to timesheets, shall be governed by the Article "Remuneration, Advances, and Method of Settlement" of these GTC.

10.6 Withdrawal from the Agreement during the Implementation

- 10.6.1 The Provider shall be entitled to withdraw from the Agreement if:
- a) the Customer fails to provide the Cooperation necessary for the performance of the Implementation pursuant to these GTC even within fourteen (14) days from receipt of the Provider's written notice; or
 - b) the Customer is in delay with the payment of any due invoice for more than fourteen (14) days and fails to settle it even within seven (7) days from receipt of a written payment demand; or
 - c) for reasons on the Customer's side, it is not possible to continue the Implementation for a period exceeding twenty-one (21) days; or
 - d) the Customer refuses to pay an additional advance payment or an extended scope of the Implementation, although the performance of such activities is necessary for the completion of the Implementation, and the Contracting Parties fail to agree on a change of scope in accordance with the Detailed Project Brief.

In the event of withdrawal by the Provider, the Provider shall be entitled to payment of the Remuneration for the works performed up to that date, and the Provider shall make the partial results of the Implementation available to the Customer in the condition in which they exist as of the effective date of the withdrawal.

- 10.6.2 The Customer shall be entitled to withdraw from the Agreement if:
- a) the Provider fails to remedy a material and documented delay or defect preventing the continuation of the Implementation even within twenty-one (21) days from receipt of a written notice; or
 - b) the Provider is objectively unable to perform the Implementation for reasons on its side for a period exceeding twenty-one (21) days (excluding cases of force majeure).

In the event of withdrawal by the Customer, the Customer shall pay the Provider the remuneration for the works performed up to that date, calculated according to the actually worked Man-Hours / Man-Days.

11 Implementation – Method of Performance

11.1 Phases of Implementation

- 11.1.1 The Implementation is carried out progressively, on the basis of the materials specified in the Detailed Project Brief and in the current Price Offer.
- 11.1.2 The individual activities are performed in the sequence and scope resulting from these documents.
- 11.1.3 Until the moment of the Production Transfer, the Implementation is carried out in the Testing Environment.

11.2 Sprints

11.2.1 Basic Sprint Framework

- 11.2.1.1 Unless otherwise specified in the Price Offer, the Implementation is carried out iteratively in Sprints.
- 11.2.1.2 The usual duration of a Sprint is fourteen (14) days, unless otherwise agreed by the Contracting Parties.
- 11.2.1.3 Each Sprint has a defined content, scope of work, and expected outputs (Sprint Details), which shall be agreed by the Contracting Parties prior to the commencement of the Sprint.

11.2.2 Sprint Performance

- 11.2.2.1 The result of a Sprint is a part of the Work or another agreed output, which is made available to the Customer for testing (Sprint Result).
- 11.2.2.2 If it is necessary to change the Sprint Details during a Sprint, the works shall be reasonably suspended until the change is approved in writing (e-mail being sufficient); the Sprint duration shall be extended by the duration of such suspension.
- 11.2.2.3 If the Provider identifies an obstacle preventing the continuation of the Sprint, it shall notify the Customer without undue delay and propose a solution.
- 11.2.2.4 The Customer shall provide the requested Cooperation necessary for the proper completion of the Sprint; in the event of delay, the procedure set out in these GTC shall apply.

11.2.3 Ongoing Project Management

- 11.2.3.1 Sprints draw from the total project time budget. The Provider shall continuously inform the Customer about the status of the works, time consumption, risks, and further steps.
- 11.2.3.2 Regular communication (e.g. weekly meetings, online status updates, or written reports) serves to approve the progress of the works; oral or electronic confirmation by the Customer shall be sufficient. Formal acceptance is not required at this level.

11.2.4 Delivery and Testing of Sprint Results

- 11.2.4.1 The Provider shall make the Sprint Result available to the Customer and notify the Customer in writing of the completion of the Sprint (e-mail being sufficient).
- 11.2.4.2 The Customer shall be entitled, within seven (7) days from the date of such notification, to specify in writing any defects or issues relating to the relevant part of the Work.
- 11.2.4.3 If the Customer fails to respond within this period, the Sprint Result shall be deemed free of defects.
- 11.2.4.4 If the Customer starts using the delivered part of the Work with real (production) data before the expiry of the period, the Sprint Result shall be deemed accepted without defects.
- 11.2.4.5 The Provider shall assess the reported issues and determine whether they constitute:
 - incorrect use of the Work;
 - a change request (the Provider shall submit a price offer);
 - a defect of the Work (the Provider shall determine the further procedure, including whether retesting is required).
- 11.2.4.6 Defects may be remedied in subsequent Sprints, but no later than prior to the completion of the Implementation.

11.3 Deployment

- 11.3.1 After completion of all Sprint Results, the Provider shall perform the deployment to the target environment (odoo.sh hosting, 26HOUSE Cloud, or on-premise), within the scope specified in the Price Offer.
- 11.3.2 In the case of odoo.sh hosting, it is necessary for the Customer to accept the business terms and conditions of Odoo S.A.; the Provider is not a contractual party to this relationship and shall not be liable for any changes thereto.
- 11.3.3 If the deployment cannot be carried out due to reasons on the Customer's side, the deployment shall be deemed completed at the moment when such impediment is removed, or at the moment when a legal fiction arises pursuant to these GTC (Testing Operation / Acceptance Procedure).

12 Testing Operation, Training, Acceptance Testing

12.1 Testing Operation

- 12.1.1 Commencement of the Testing Operation

- 12.1.1.1 After completion of the Sprints and the performance of the Deployment in the Testing Environment, the Provider shall commence the Testing Operation. The purpose of the Testing Operation is to verify the functionality of the processes and the readiness of the Work for Acceptance Testing.
- 12.1.1.2 The duration of the Testing Operation shall be seven (7) to fourteen (14) days from the date of confirmation of the commencement of the Testing Operation, unless otherwise specified in the Price Offer. The Provider shall confirm the commencement of the Testing Operation to the Customer by e-mail.
- 12.1.1.3 During the Testing Operation, the Provider shall provide the Customer with support consisting of consultations, explanations of functional settings, and ongoing cooperation.
- 12.1.1.4 The Customer is obliged to actively test the configured processes, follow the training and the Provider's instructions, and report any identified issues without undue delay.

12.1.2 Evaluation of the Testing Operation

- 12.1.2.1 After the expiry of the Testing Operation Period, the Provider shall invite the Customer to confirm the functionality of the Work, to agree on the dates of the final training, and to prepare for Acceptance Testing. The Customer is obliged to respond within seven (7) days.
- 12.1.2.2 If the Customer reports issues during or after the Testing Operation, the Provider shall assess them and determine in writing whether they constitute:
 - a) incorrect use of the Work by the Customer, which does not prevent the completion of the Testing Operation;
 - b) a change request by the Customer, in which case the Provider shall submit a price offer (including a schedule) and determine whether such change request prevents the completion of the Testing Operation;
 - c) a defect of the Work, in which case the Provider shall determine the further procedure for its remedy; after the defect is remedied, the Testing Operation may be reasonably repeated for an additional period determined by the Provider.

- 12.1.3 If the Customer fails to respond within the above-mentioned period, the Testing Operation shall be deemed to have been completed successfully, and the Work shall be deemed ready for final training and Acceptance Testing.

12.2 Ongoing and Final Training

- 12.2.1 The Provider shall conduct ongoing training on the use of the Work within the scope specified in the Price Offer and on dates agreed with the Customer.
- 12.2.2 The final training shall take place immediately after the completion of the Testing Operation on a date proposed by the Provider, unless otherwise agreed. If the Customer fails to respond to the proposed date within seven (7) days, the final training shall be deemed to take place on the earliest proposed date.
- 12.2.3 The Customer is obliged to ensure the participation of persons who will be users of the Work and to create the technical conditions necessary for the proper performance of the training. If the Customer fails to ensure timely participation or the appropriate composition of participants, the training shall be deemed performed.
- 12.2.4 Training beyond the agreed scope may be provided by the Provider on the basis of a separate price offer.
- 12.2.5 Training may be conducted in an on-site or online form, as agreed by the Contracting Parties.

12.3 Acceptance Testing

12.3.1 Commencement of Acceptance Testing

- 12.3.1.1 After the completion of the final training and the successful completion of the Testing Operation, the Provider shall commence Acceptance Testing in the Testing Environment. The Provider shall confirm the commencement to the Customer by e-mail.
- 12.3.1.2 The Acceptance Testing Period shall be seven (7) to fourteen (14) days, unless otherwise specified in the Price Offer. During this period, the Customer is obliged to actively test the Work and verify the fulfilment of the functional requirements set out in the Results of the Analysis, the Detailed Project Brief, and the Price Offer.

- 12.3.1.3 Acceptance Testing shall be conducted on the basis of:
- the Test Scenario, if agreed; or
 - the ongoing and final training and the Provider's instructions.

12.3.1.4 Both Contracting Parties are obliged to provide the necessary cooperation.

12.3.2 Course of Testing and Defect Reporting

12.3.2.1 The Customer shall record any identified defects in the Provider's communication channel, specifying their description and severity.

12.3.2.2 Only blocking defects shall be deemed defects preventing Acceptance, namely:

- functionalities without which the system is not operable;
- critical processes that do not function;
- the system does not allow normal operation.

12.3.2.3 Non-blocking defects (cosmetic, minor, or supplementary) shall not constitute grounds for refusing Acceptance; such defects shall be addressed:

- within Hypercare; or
- under a subsequent service agreement; or
- in the form of a change request.

12.3.3 Result of Acceptance Testing

12.3.3.1 At the end of the Acceptance Testing Period, one of the following situations shall occur:

- a) Acceptance without reservations – the Customer confirms that the Work meets the agreed scope; the Provider shall submit the Acceptance Protocol for signature.
- b) Acceptance with reservations or non-acceptance – the Customer shall state specific reasons; the Provider
 - shall assess the reservations,
 - reject unjustified reservations, and,
 - in the case of justified reservations, determine the method and deadline for their remedy;After the justified reservations are remedied, the Provider shall again invite the Customer to sign the Acceptance Protocol.
- c) No response by the Customer – deemed Acceptance.

12.3.4 Deemed Acceptance

12.3.4.1 The Acceptance of the Work shall be deemed granted if:

- a) the Customer fails to perform Acceptance Testing or fails to comment on its results within seven (7) days after the expiry of the Acceptance Testing Period; or
- b) the Customer starts using the Work with real (production) data during or after the Acceptance Testing; or
- c) the Customer prevents the Provider from accessing the Testing Environment and fails to remedy such situation even after the Provider's request.

12.3.4.2 In the event of deemed Acceptance, the Acceptance Protocol shall be deemed signed on the date on which the deemed Acceptance occurred.

12.3.5 Effects of Acceptance

12.3.5.1 Upon Acceptance (including deemed Acceptance), the Work shall be deemed duly delivered and completed.

12.3.5.2 The Provider shall be entitled to issue a Settlement Invoice for the Implementation for the works performed up to the moment of Acceptance.

12.3.5.3 As of the moment of Acceptance, the Warranty Period pursuant to these GTC shall apply to the Work.

13 Production Transfer, Data Migration, Cut-over Plan, Go-live, Hypercare, Warranty Period

13.1 **Production Transfer**

- 13.1.1 After the Acceptance of the Work, the Provider shall perform the Production Transfer from the Testing Environment to the Production Environment. The Customer is obliged to provide the Provider with all Cooperation necessary for the performance of this activity.
- 13.1.2 The purpose of the Production Transfer is to transfer the approved configurations, customisations, processes, and other related settings to the Production Environment within the scope specified in the Price Offer or the Detailed Project Brief.
- 13.1.3 The Provider shall confirm the completion of the Production Transfer to the Customer by e-mail. Confirmation by the Customer is not required and shall have no effect on the validity or effectiveness of the Production Transfer.
- 13.1.4 If the Customer fails to provide the Cooperation necessary for the performance of the Production Transfer (including access rights, approvals, configurations, or required information), the Provider shall be entitled to suspend the Production Transfer and invoice the works performed up to the moment of such suspension.
- 13.1.5 For the avoidance of any doubt, it is expressly stated that if deemed signing of the Acceptance Protocol has occurred, the Provider shall not be obliged to perform the Production Transfer until the Customer expresses its intent to duly complete the Acceptance Procedure. In such case, the Provider shall submit a Price Offer for the completion of the Implementation.

13.2 **Data Migration**

- 13.2.1 If Data Migration forms part of the agreed scope, it shall be performed by the Provider after the completion of the Production Transfer or at another time agreed by the Contracting Parties. The scope of the Data Migration shall result from the Price Offer or the Detailed Project Brief.
- 13.2.2 The purpose of the Data Migration is to transfer data within the scope expressly agreed by the Contracting Parties. If no scope is specified, the Provider shall perform the migration to an extent appropriate to the nature of the project.
- 13.2.3 The Customer is obliged to:
- a) provide the source data in a format enabling import (e.g. XLSX, CSV);
 - b) ensure the completeness, substantive accuracy, and consistency of the data;
 - c) ensure that the data structure complies with the system requirements.
- 13.2.4 The Provider shall perform:
- a) the technical import of the data;
 - b) validation of the successful import;
 - c) consistency checks within the scope specified in the Detailed Project Brief.
- 13.2.5 The Provider shall inform the Customer of the completion of the Data Migration. The Customer is obliged to perform a substantive review of the data in the Testing or Production Environment without undue delay, depending on the nature of the migration.
- 13.2.6 The Provider shall remedy errors caused by incorrect technical import. The Customer shall be solely responsible for errors caused by the content of the data, their structure, format, or substantive inaccuracies.
- 13.2.7 If the Customer fails to provide data, access, or other Cooperation within the agreed time, the Provider shall be entitled to suspend the Data Migration until such obligations are fulfilled.
- 13.2.8 If the Customer fails to report defects in the imported data within seven (7) days from being informed thereof, the Data Migration shall be deemed to have been performed properly.

13.3 **Cut-over plan**

- 13.3.1 After the Production Transfer and any Data Migration have been performed, the Contracting Parties shall carry out the activities set out in the Cut-over Plan. The Cut-over Plan is a working document defining the technical, organisational, and time-related steps necessary to put the Work into live operation.

- 13.3.2 The Customer is obliged to provide the Provider with Cooperation, ensure the participation of responsible persons, and follow the Provider's instructions, provided that such instructions are not contrary to this Agreement.
- 13.3.3 The Cut-over Plan shall in particular include:
- final data migration (if agreed);
 - technical steps of the transition to the Production Environment;
 - control and validation activities;
 - the schedule and responsibilities of the Contracting Parties.
- 13.3.4 The Provider shall confirm to the Customer the completion of the activities pursuant to the Cut-over Plan. Confirmation by the Customer is not required.
- 13.3.5 If the Customer fails to provide the Cooperation necessary for the fulfilment of the Cut-over Plan, the Provider shall be entitled to suspend the works until the Customer fulfils its obligations; at the same time, the Provider shall be entitled to invoice the activities performed up to that point.
- 13.4 Go-live**
- 13.4.1 Go-live is the moment when the Work is made available to the Customer for live use in the Production Environment and the Customer ceases to use the previous systems to the extent replaced by the Work.
- 13.4.2 Go-live shall take place after the completion of the activities set out in the Cut-over Plan or at another date specified in the Detailed Project Brief or agreed by the Contracting Parties.
- 13.4.3 Go-live shall be confirmed by the Provider to the Customer; upon delivery of such confirmation:
- a) Go-live shall be deemed to have taken place; and
 - b) the Work shall be deemed duly delivered.
- 13.4.4 If the Customer fails to provide the actions or information necessary for the performance of Go-live, the Provider shall be entitled to postpone Go-live without being in delay and to suspend the works until the Customer fulfils its obligations. The Provider shall be entitled to invoice the activities performed up to that point.
- 13.4.5 During Go-live, incidents affecting operations may occur. The Provider shall remedy, within a reasonable time, incidents preventing the basic operation of the Work. Such incidents shall not constitute grounds for refusing Go-live or for claiming delay on the part of the Provider, provided that they:
- a) are caused by data provided by the Customer;
 - b) relate to actions performed by the Customer; or
 - c) are reasonably classified as non-blocking incidents.
- 13.4.6 Go-live shall take place within thirty (30) days from the signing of the Acceptance Protocol. If Go-live does not occur within this period due to reasons on the Customer's side, the Provider shall be entitled to:
- a) the Remuneration for the Work; and
 - b) the Licence Fee,
in full.
- 13.4.7 Minor deviations or partial activation of functionalities shall not affect the running of the period referred to above.
- 13.5 Hypercare**
- 13.5.1 The Provider shall provide the Customer with Hypercare for a period of fourteen (14) days from Go-live, unless otherwise specified in the Price Offer or the Detailed Project Brief.
- 13.5.2 Hypercare shall include in particular:
- a) resolution of defects and incidents arising during the initial operation of the Work;
 - b) functional and technical consultations related to the commissioning of the Work;
 - c) configuration adjustments within the scope agreed in the Price Offer or the Detailed Project Brief.
- 13.5.3 Hypercare shall not include:
- a) new change requests;
 - b) extensions of functionalities or works beyond the scope of the Detailed Project Brief;

- c) supplementary works unrelated to defect remediation.

13.5.4 If defects of the Work are identified during Hypercare, the Provider shall be obliged to remedy them without undue delay; the remediation of non-blocking defects may also be carried out after the end of Hypercare, but no later than within sixty (60) days from the expiry of the Warranty Period.

13.6 **Warranty Period**

13.6.1 The Warranty Period shall last for thirty (30) days from the completion of Go-live, unless a different period is agreed.

13.6.2 The Warranty Period shall apply to the remediation of defects of the Work that prevent the use of the agreed functionalities in the manner confirmed during Acceptance Testing.

13.6.3 The Warranty Period shall be extended only in respect of the functionalities directly affected by the defect and any dependent functionalities. The Warranty Period shall not be extended for the Work as a whole.

13.7 **Notification of Defects during the Warranty Period**

13.7.1 The Customer shall report defects via the Provider's portal or by e-mail to **support@26house.com**. The notification must contain:

- a description of the manifestation of the defect;
- the expected versus actual behaviour;
- steps to reproduce the defect;
- an example record (document, contact, product, etc.);
- the user in whose context the defect occurs;
- any error message;
- the urgency.

13.7.2 The Provider shall assess the notification and determine whether it constitutes:

- incorrect use (to be addressed through training);
- a change request (the Provider shall submit a price offer);
- a defect of the Work (the Provider shall determine the procedure and deadline for remediation).

13.7.3 The Provider shall remedy defects of the Work within sixty (60) days after the expiry of the Warranty Period.

13.8 **What Does Not Constitute a Defect of the Work**

13.8.1 The following shall not be considered defects of the Work:

- programming errors of Odoo S.A. or third-party modules;
- errors caused by the Customer's environment (servers, VPN, connectivity);
- unavailability of third-party services (APIs, data sources, etc.);
- errors caused by incorrect configuration of the Customer's infrastructure;
- errors that are not reproducible in the Provider's Testing Environment.

13.9 **Suspension of Works and Completion**

13.9.1 If it is not possible to continue with the steps under this Article due to reasons on the Customer's side, the Provider shall be entitled to suspend the works and notify the suspension.

13.9.2 The works performed up to the moment of suspension shall be included in the Settlement Invoice for the calendar month in which the suspension occurred.

13.9.3 If the Customer is interested in continuing, the Provider shall submit an updated Price Offer for the completion of the Implementation and determine a new schedule.

13.10 **Source Code**

13.10.1 On-premise (26HOUSE Odoo Image) – the source codes shall be delivered within the scope defined in the Price Offer.

13.10.2 26HOUSE Cloud – the source codes shall not be delivered.

13.10.3 odoo.sh (PaaS) – the source codes shall not be delivered, with the exception of custom modules that are stored in the Customer's repository.

14 Remuneration for the Analysis, Implementation, and Customisation

14.1 Basic Principles of Remuneration

- 14.1.1 The Remuneration for the Analysis, the Remuneration for the Implementation, and the Remuneration for Customisations (hereinafter referred to as the "Services") is agreed on a Time & Material basis, unless otherwise specified in the Price Offer. The actual amount of time required for the performance of the Services may be reasonably lower or higher than the estimated scope stated in the Price Offer.
- 14.1.2 The Price Offer includes an estimated time budget (pricing framework), which represents an indicative estimate of the hours required for the individual parts of the Services. The pricing framework does not replace a detailed specification of the Services and does not constitute a binding agreement on their scope.
- 14.1.3 Works performed under the Services shall be recorded through timesheets maintained in the Provider's customer portal. The Provider shall continuously update such timesheets, and the Customer shall be entitled to monitor them on an ongoing basis.

14.2 Down Payments

- 14.2.1 Prior to the commencement of the Analysis, the Customer is obliged to pay an advance payment for the Analysis in the amount of forty per cent (40%) of the Analysis price stated in the Price Offer for the configuration project, unless otherwise specified in such offer. The Analysis may commence only on the date on which the advance payment is credited to the Provider's account (hereinafter also referred to as the "Advance Invoice for the Analysis").
- 14.2.2 The advance payment shall be consumed by set-off against the monthly Settlement Invoice issued for the Man-Hours / Man-Days worked and reported by the Provider for the previous calendar month.
- 14.2.3 After the paid advance has been fully consumed (i.e. when the total of the Man-Hours / Man-Days worked and reported to date reaches the amount of the paid advance), the Provider shall be entitled to issue an additional advance invoice in the amount of fifteen per cent (15%) of the total price for the Analysis and the Implementation according to the Price Offer. Such advance payment may be invoiced repeatedly, each time after the previous paid advance has been fully consumed, until the Implementation is fully completed.
- 14.2.4 The Provider shall not be obliged to continue the performance of the Services until any due advance invoice or any other invoice has been paid.
- 14.2.5 If the Customer fails to pay an advance invoice even within seven (7) days after receipt of a reminder, the Provider shall be entitled to suspend the performance of the Services or to withdraw from the Agreement.

14.3 Monthly Settlement

- 14.3.1 The Provider shall issue a monthly Settlement Invoice for each calendar month in which the Services are performed. The invoice shall include:
- the actual hours worked;
 - the portion of the advance payment applied by set-off;
 - references to the relevant timesheets.
- 14.3.2 The Settlement Invoice shall be due immediately in the event of set-off against an advance invoice or within fourteen (14) days from its delivery to the Customer, unless otherwise specified in the Price Offer.

14.4 Increase of Remuneration (Exceeding the Pricing Framework)

- 14.4.1 If the Provider determines that the continued performance of the Services may lead to an increase of the total pricing framework of the expected Remuneration stated in the Price Offer, the following procedure shall apply:
- a) Expected increase of the pricing framework by fifteen per cent (15%) or more (inclusive):
 - The Provider shall inform the Customer of such determination without undue delay.
 - The Customer shall comment on the increase within seven (7) days; otherwise, the Provider may suspend the works.
 - If the Customer refuses the increase, the Contracting Parties shall attempt to agree on an adjustment of the scope of the Services.

- If no agreement is reached, either party may withdraw from the Agreement.
- In the event of withdrawal, the Provider shall be entitled to the Remuneration for the works actually performed up to that date.
- b) Expected increase of up to fifteen per cent (15%) (informative regime):
 - The Provider shall inform the Customer of the expected increase.
 - Approval by the Customer shall not be required.
 - The increase shall be included in the monthly settlement.

14.4.2 This procedure shall apply repeatedly if the increase occurs more than once.

14.5 Rules for Billing Customisations and Integrations

14.5.1 Customisations (custom development) and integration works shall always be billed on a Time & Material basis, unless otherwise specified in a separate Price Offer.

14.5.2 If customisation works were not part of the original Price Offer, the Customer must expressly approve them prior to their performance (e-mail being sufficient).

14.5.3 All provisions of this Article concerning:

- advance payments;
- increase of remuneration;
- monthly settlement;
- utilisation of the time budget;
- access to timesheets,

shall apply to customisations and integrations.

14.6 Withdrawal Due to Non-Payment

14.6.1 The Customer shall be in delay if it fails to pay any due invoice even within seven (7) days after receipt of a written payment demand.

14.6.2 In the event of the Customer's delay exceeding fourteen (14) days from the due date, the Provider shall be entitled to:

- suspend the works; or
- withdraw from the Agreement.

14.6.3 In the event of withdrawal, the Provider shall be entitled to payment for all works actually performed up to that date.

14.7 Additional Provisions

14.7.1 All payments shall be made on the basis of invoices issued by the Provider, unless otherwise agreed by the Contracting Parties.

14.7.2 Payments of invoices shall be made by bank transfer to the Provider's account.

14.7.3 For the purposes of monitoring the utilisation of the remuneration, the records contained in the timesheets shall constitute the decisive evidence.

15 Licence Terms for the Work

15.1 Scope of the Licence

15.1.1 The Provider grants the Customer a non-exclusive, territorially unrestricted licence to use the Work for the Customer's internal purposes.

15.1.2 Without the prior written consent of the Provider, the Customer is not entitled in particular to modify, translate, decompile, create derivative works, reproduce, distribute, or otherwise make the Work available to third parties, including external IT suppliers or developers, nor to remove or alter any rights notices. This limitation shall not apply to the extent of statutory exceptions.

- 15.1.3 For the duration of the provision of maintenance and support services for the Work by the Provider, the Customer shall not interfere with the Work or any part thereof; any breach of this obligation shall give rise to a contractual penalty in the amount of EUR 5,000 and shall exclude the Provider's liability for defects or incidents, without prejudice to the Provider's right to claim damages.
- 15.1.4 The licence is granted without territorial or subject-matter limitations and for the duration of the author's proprietary rights.
- 15.1.5 The licence is non-exclusive.
- 15.1.6 Rights arising from the licence shall pass to the Customer's legal successor.
- 15.1.7 The Licence Fee is included in the Remuneration for the Work.
- 15.1.8 The Customer shall not assign the licence or grant any sublicense without the prior written consent of the Provider. This restriction shall not apply to persons within the Customer's group (controlling, controlled, or affiliated entities).
- 15.1.9 If the Customer requests the Provider's consent, neither the Provider's refusal nor its failure to respond shall give rise to deemed consent.

15.2 Licence Terms

- 15.2.1 The scope of the Licence pursuant to the preceding provision shall apply solely to the Work as a whole. The Customer acknowledges the limitations arising from the licensing terms of Odoo S.A. and the use of hosting provided by Odoo S.A.
- 15.2.2 Any breach of the Customer's obligations under this Article shall be deemed a material breach of this Agreement.
- 15.2.3 The Provider represents and warrants that it is fully and without limitation entitled to exercise the proprietary rights to the Work or any part thereof, that it has settled all claims of any persons arising from authorship of the Work, and that the Work or any part thereof does not infringe any third-party rights.
- 15.2.4 The Customer shall be entitled to use the Work within the scope of the Licence pursuant to this Agreement, provided that the Remuneration for the Work (including all advance and settlement invoices) has been duly paid.
- 15.2.5 The granting of the Licence to the Work under this Article shall not confer upon the Customer any ownership rights or any intellectual or industrial property rights to the Work, except for the rights expressly stipulated in the Agreement.

15.3 Source Code Licence

- 15.3.1 If the source code is delivered to the Customer, the same licensing regime as applies to the Work shall apply to the source code.
- 15.3.2 A breach of the licensing terms for the source code shall give rise to a contractual penalty of EUR 5,000; the right to claim damages shall remain unaffected.

16 Other Rights and Obligations of the Contracting Parties

- 16.1 The Customer hereby grants the Provider its consent to use the Customer's business name (including its logo, etc.), general information about the Customer, and a brief basic description of the Work for the Provider's reference and marketing purposes (in particular in presentation materials, on websites, etc.).
- 16.2 The Customer acknowledges that the Provider shall not be in delay if it is unable to perform the subject matter of this Agreement due to the Customer's delay. In the event of the Customer's delay, the deadline for the corresponding performance of the Provider shall be extended by the number of days of such delay.
- 16.3 Following the conclusion of the Agreement, the Provider shall appoint a project manager whose powers shall be as follows, unless otherwise specified in the Price Offer:

- to manage the provision of services under these Terms and Conditions on a day-to-day basis vis-à-vis the Customer;
- to approve the project plan and individual iterations;
- to preliminarily approve the utilised billable time budget after individual iterations;
- to approve orders and invoices;
- to submit and approve proposals for change requests and modifications;
- to negotiate the conditions for the performance of the Services;
- to ensure the provision of cooperation by persons on the Customer's side;
- to sign minutes or other equivalent documents evidencing the provision of services, and to approve reports on the preliminarily utilised billable time budget after individual iterations;
- to sign the results of user tests after individual iterations.

17 Customer Instructions and Liability During Implementation

17.1 Customer Instructions

- 17.1.1 If the Provider requires the Customer's position during the Analysis or the Implementation, it shall request it in writing. The Customer shall provide its response within seven (7) days. If the Customer fails to respond within this period, the Provider shall be entitled to suspend the works without being in delay.
- 17.1.2 The Provider shall inform the Customer of all circumstances that may require a change to the Instructions. Until such Instructions are amended, the Provider shall proceed in accordance with the original Instructions, unless such procedure is technically impossible, unlawful, or would cause apparent damage, in which case the Provider shall inform the Customer thereof in writing.
- 17.1.3 The Provider shall be liable for damage caused by a breach of its obligations. The total amount of damages payable to the Customer shall be limited to an amount corresponding to the Remuneration under the Agreement. This limitation shall not apply to damage caused intentionally or by gross negligence.
- 17.1.4 The Provider shall promptly notify the Customer of any unsuitability of the Customer's Instructions or Materials. If the Customer insists on their use, the Provider shall not be liable for defects or impossibility of performance caused by such Instructions. If the Provider fails to provide such notice, it shall be liable for damage caused by the use of unsuitable Instructions or Materials.

17.2 Liability During Implementation

- 17.2.1 The Provider shall be liable for damage caused by a breach of its obligations under this Agreement. The total amount of damages payable by the Provider shall be limited to an amount corresponding to the Remuneration that would have been due to the Provider for the Implementation as of the date on which the damage occurred. This limitation shall not apply to damage caused intentionally or by gross negligence.
- 17.2.2 The Provider shall not be liable for damage caused by:
- loss of profit or other indirect or consequential damage;
 - defects, inaccuracies, or incompleteness of data provided by the Customer;
 - the use of the Customer's Instructions or Materials, provided that the Provider has warned the Customer of their unsuitability or non-compliance with legal regulations;
 - the Customer's failure to provide the required cooperation;
 - any interference by the Customer or third parties with the Work or its environment.
- 17.2.3 In connection with liability, the Customer shall be obliged to:
- minimise the occurrence of damage;
 - notify the Provider of the occurrence of damage or an imminent threat thereof without undue delay;
 - provide the Provider with all information necessary to assess the cause and extent of the damage.
- 17.2.4 The obligation to compensate for damage shall not apply to cases caused by force majeure as defined in the article on force majeure of these Terms and Conditions.

18 Delivery

- 18.1 All notices between the Contracting Parties shall be delivered by e-mail to the addresses specified in the Agreement, unless otherwise stipulated.
- 18.2 Delivery of an e-mail shall be deemed to have occurred at the moment of its dispatch, unless proven otherwise.
- 18.3 Where the Agreement requires written form, e-mail form shall be sufficient, unless it is expressly stated that a handwritten signature is required.
- 18.4 Each party shall be obliged to notify the other party of any change of its delivery address; otherwise, delivery shall be made to the last known address.

19 Duration of the Agreement

19.1 Conclusion of the Agreement

- 19.1.1 The form and method of concluding the Agreement are described in the introductory provisions.
- 19.1.2 The Agreement becomes effective at the moment of its conclusion.
- 19.1.3 The licence to the Work arises on the date of the proper delivery of the Work (or its agreed part) to the Customer and upon full payment of the Remuneration relating to such delivered performance.
- 19.1.4 The Agreement is concluded for an indefinite period.

19.2 Termination of the Agreement by Withdrawal

- 19.2.1 Withdrawal from this Agreement is possible only in the cases expressly specified in this Agreement or in these Terms and Conditions.
- 19.2.2 The Customer is entitled to withdraw from the Agreement if:
- a) the Provider materially breaches the Agreement and fails to remedy such breach within thirty (30) days from delivery of a written notice from the Customer; or
 - b) the Provider is objectively unable to perform the Services for reasons on its side for a period exceeding thirty (30) days, excluding cases of force majeure; or
 - c) insolvency proceedings are initiated against the Provider or the Provider is declared insolvent, provided that this demonstrably prevents proper performance of the Agreement.
- 19.2.3 The Provider is entitled to withdraw from the Agreement if:
- a) the Customer materially breaches the Agreement and fails to remedy such breach within fourteen (14) days from delivery of a written notice from the Provider; or
 - b) the Customer is in delay with payment of any due Remuneration for more than fourteen (14) days and fails to pay even within seven (7) days from delivery of a written payment demand; or
 - c) the Customer fails to provide the cooperation necessary for performance of the Agreement for a period exceeding fourteen (14) days; or
 - d) the Customer refuses to pay an additional required advance payment or an expanded scope of Implementation necessary for completion of the Work and the Contracting Parties fail to agree on an adjustment of the scope of performance.

19.3 Effects of Withdrawal

- 19.3.1 Withdrawal from the Agreement becomes effective upon delivery of the written notice of withdrawal to the other Contracting Party.
- 19.3.2 Upon withdrawal, the obligations of the Contracting Parties terminate with effect for the future; however:
- the Customer's obligation to pay the Remuneration for services provided up to the effective date of withdrawal shall not cease;
 - claims for damages, contractual penalties, default interest, and other sanctions arising prior to the effective date of withdrawal shall not cease;
 - licence arrangements relating to duly paid parts of the Work shall not cease;
 - obligations of confidentiality, obligations relating to Confidential Information, and provisions on personal data protection shall not cease;

- provisions on governing law and dispute resolution shall not cease.

19.3.3 The Contracting Parties expressly agree that Section 2004 of the Czech Civil Code shall not apply.

19.4 Termination of the Agreement by Notice

19.4.1 The Customer is entitled to terminate the Agreement without stating reasons if the Services are provided on a reference scope basis (time & material), i.e. without a bindingly agreed scope of Implementation.

19.4.2 The notice period shall be thirty (30) days and shall commence on the date on which the notice is delivered to the Provider.

19.4.3 During the notice period, the Contracting Parties shall be obliged to fulfil their obligations under the Agreement. The Customer shall pay the Remuneration for all works duly performed up to the last day of the notice period.

19.5 Procedure After Termination of the Agreement and Delivery of Source Code

19.5.1 If, as of the effective date of termination of the Agreement, the Work has been completed and the Warranty Period has expired, the following shall apply: in the case of odoo.sh hosting, if the Customer submits a written request for delivery of the source code within six (6) months from the effective date of termination and has paid all Remuneration under the Agreement as of the date of delivery of such request, the Provider shall deliver the source code of the Work to the Customer within thirty (30) days from receipt of the request.

19.5.2 If, as of the effective date of termination of the Agreement, the Work has not been completed, the following shall apply: in the case of odoo.sh hosting, if the Customer submits a written request for delivery of the source code within six (6) months from the effective date of termination and has paid all Remuneration to which the Provider is entitled as of the date of delivery of such request, the Provider shall deliver the source code relating to the completed part of the Work within thirty (30) days from receipt of the request.

19.5.3 The delivered source code shall be up to date as of the effective date of termination of the Agreement and it shall be clear which parts and versions of the Work it includes.

19.5.4 The Contracting Parties shall confirm the delivery of the source code in writing, at least in the form of an e-mail confirmation.

19.5.5 Termination of this Agreement by any means shall not affect provisions which by their nature are intended to survive termination, in particular provisions on licences, protection of Confidential Information, personal data protection, liability for damage, contractual penalties, dispute resolution, and governing law.

20 Protection of Confidential Information and Personal Data

20.1.1 If the Contracting Parties have entered into a non-disclosure agreement (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.

20.1.2 "Information" means all information and materials of any nature provided or made available to the other party in connection with the cooperation, regardless of form or method of disclosure.

20.1.3 "Confidential Information" means all Information that:

- a) was provided or obtained before conclusion, during performance, or after termination of this Agreement;
- b) is not publicly available;
- c) includes in particular information on prices, business relationships, financial results, know-how, technologies, source code, customers, business methods, internal organisation, employee data, contractual terms, and the Provider's Remuneration;
- d) also includes the Provider's trade secrets and know-how.

20.1.4 Confidential Information shall not include information that:

- a) was public prior to its disclosure;
- b) became public otherwise than through breach of this Agreement;
- c) must be disclosed pursuant to a statutory obligation or a decision of a public authority;
- d) was obtained from a third party authorised to provide it.

20.1.5 References to the cooperation of the Contracting Parties shall not constitute Confidential Information.

20.2 **Obligations of the Contracting Parties**

20.2.1 The Contracting Parties undertake to protect Confidential Information and shall not disclose it to third parties without the prior written consent of the other party, except for:

- a) professional advisers bound by confidentiality;
- b) affiliated entities within the group;
- c) employees and subcontractors involved in performance of the Agreement;
- d) cases of statutory obligation.

20.2.2 Confidential Information may be used solely for the purpose of performing this Agreement.

20.2.3 The Contracting Parties shall adopt appropriate technical and organisational measures to prevent loss, misuse, or unauthorised access to Confidential Information.

20.2.4 The obligations under this Article shall also apply to employees, collaborators, and legal successors of the Contracting Parties.

20.2.5 Each party shall promptly notify the other party of any fact indicating unauthorised handling of Confidential Information.

20.3 **Duration of Confidentiality Obligations**

20.3.1 The obligations under this Article shall survive without time limitation, even after termination of the Agreement by any means.

20.4 **Sanctions**

20.4.1 Breach of obligations under this Article shall give rise to an obligation to pay a contractual penalty of EUR 5,000 for each individual breach, without prejudice to the right to claim damages in full.

20.4.2 Serious breach of obligations under this Article shall entitle the other party to withdraw from the Agreement.

20.5 **Personal Data Protection**

20.5.1 In performing 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.

20.5.2 If the Provider comes into incidental contact with the Customer's personal data, it shall maintain confidentiality in accordance with GDPR.

20.5.3 The Provider declares that all its employees and collaborators have been instructed on GDPR obligations and confidentiality.

21 **Final Provisions**

21.1 These Terms and Conditions become valid and effective on the date stated in the header and are published on the Provider's website.

21.2 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 Czech Civil Code and related legislation. Any disputes arising out of or in connection with the Agreement shall be decided by the general courts of the Czech Republic, unless expressly agreed otherwise in the Agreement.

21.3 Any deviation from these Terms and Conditions is possible only by a written agreement of the Contracting Parties.

21.4 The Provider is entitled to unilaterally amend these Terms and Conditions. The new wording shall become effective upon publication on the Provider's website and shall apply 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 the Contracting Parties agree otherwise.

- 21.5 Failure to exercise or delayed exercise of any right or claim under these Terms and Conditions shall not be construed as a waiver thereof. A one-time waiver shall not constitute a waiver of any future right. Exercise of one right shall not preclude exercise of another right.
- 21.6 Invalidity or ineffectiveness of any provision of these Terms and Conditions shall not affect the validity and effectiveness of the remaining provisions. If such provision cannot be separated from the rest of the Terms and Conditions, the Contracting Parties shall replace it with a new provision whose purpose and meaning most closely correspond to the original intent.
- 21.7 The Contracting Parties shall not be liable for breach of obligations caused by force majeure, in particular war, natural disasters, fire, flood, epidemic, failure of energy networks, or other objective events beyond their control. Once the force majeure obstacle ceases, the affected party shall resume performance. If force majeure lasts longer than two (2) months, the Contracting Parties may agree to terminate the Agreement. Acts of public authorities that can be overcome by reasonable efforts shall not constitute force majeure.
- 21.8 These Terms and Conditions are executed in the Czech language. If a translation into another language exists, the Czech version shall prevail; other language versions are for informational purposes only.