GENERAL TERMS AND CONDITIONS OF 26HOUSE s.r.o. FOR 26HOUSE Cloud Hosting Services

26HOUSE s.r.o., with its registered office at Karolinská 2, 186 00 Prague, Czech Republic, Company ID No. 066 95 256, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 286242 (hereinafter the "Provider"), issues these General Terms and Conditions for 26HOUSE Cloud Hosting Services (hereinafter the "GTC"), effective as of 1 January 2026.

1 Introductory Provisions – Preamble

1.1 The Provider is a business entity operating in the field of information technologies, in particular in the development, implementation, support and operation of enterprise information systems, including ensuring the operation of Odoo applications.

1.2 The customer is a business entity interested in the provision of Hosting Services intended for the operation of the Odoo application (hereinafter the "Customer").

1.3 The contracting parties intend to cooperate in ensuring the operation of the Odoo application in the Provider's hosting environment for an agreed fee. For this purpose, they enter into a contract pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), as an unnamed contract (hereinafter the "Agreement").

1.4 These General Terms and Conditions form an integral part of the Agreement concluded between the Provider and the Customer and govern all rights and obligations arising in connection with the provision of Hosting Services.

2 Definition of Hosting Services

2.1 Hosting Services mean a service consisting in ensuring the operation of the Odoo application in a hosting environment designated and managed by the Provider (hereinafter the "Hosting Services").

2.2 The Hosting Services do not constitute server rental or the provision of general cloud infrastructure. They represent a comprehensive application operation service within the Provider's environment.

2.3 Hosting Services are provided in a single standard service level applicable to all Customers.

3 Conclusion of the Agreement

3.1 Prior to the conclusion of the Agreement, the Provider familiarised itself with the Customer's requirements for the operation of the Odoo application, and the Customer familiarised itself with the scope of the Hosting Services, their technical and operational conditions, and these GTC, which are published on the Provider's website.

3.2 Upon agreement with the Customer, the Provider shall send the Customer a price quotation for Hosting Services via the web customer portal or by electronic mail (e-mail) (hereinafter the "Offer E-mail"). The price quotation contains the designation of the specific service, the content and related service level of which are published on the Provider's website, or are specified directly in the price quotation for Hosting Services (hereinafter the "Hosting Services Quotation"). The Hosting Services Quotation also includes a reference to these GTC.

3.3 By accepting the Hosting Services Quotation, the Customer confirms that it has read, understood and fully agrees with these GTC, including the rights and obligations of the contracting parties, and undertakes to comply with them. The Hosting Services Quotation may form part of a broader quotation, which may include, for example, quotations for analysis and implementation works, support services, localisation or other modules provided by the Provider or third parties, and other services.

3.4 Subsequently, the Provider shall send the Customer a summary document typically entitled "Offer" or "Order". The "Offer" or "Order", including the Offer E-mail as an integral annex, constitutes a binding proposal of the Provider to conclude the Agreement.

3.5 The Agreement is concluded electronically. The Customer accepts the Provider's proposal by one of the following means:
- confirmation of the Hosting Services Quotation and these GTC via the web customer portal; or
- confirmation of the Hosting Services Quotation by e-mail; or
- payment of the first invoice for Hosting Services issued by the Provider; or
- another method specified in the Offer E-mail.

3.6 The Agreement is concluded at the moment when the earliest of the above methods of acceptance occurs.

4 Subject of the Agreement

The subject of the Agreement is:
- the Provider's obligation to provide Hosting Services to the Customer in accordance with these GTC and the Technical and Operational Terms, under the conditions specified in the Hosting Services Quotation and these GTC; and
- the Customer's obligation to provide the necessary cooperation and to duly and timely pay the fee for the Hosting Services.

5 Scope of Hosting Services

5.1 Hosting Services include in particular:
- operation of the production and testing environments for the Odoo application;
- basic technical administration of the hosting environment;
- availability monitoring;
- data backup;
- technical maintenance of the environment.

5.2 Specific technical parameters, environment architecture, backup policy, planned maintenance and other operational conditions are defined in the Technical and Operational Terms.

6 Technical and Operational Terms

6.1 The Technical and Operational Terms of the Hosting Services are published on the Provider's website and form an integral part of the Agreement.

6.2 The Provider is entitled to reasonably update the Technical and Operational Terms, in particular in response to technological development, infrastructure changes or security measures, provided that the level of service is not reduced.

6.3 The version of the Technical and Operational Terms effective at the time of provision of the Hosting Services shall be binding on the Customer.

7 Infrastructure and Third Parties

7.1 The Customer acknowledges that the Provider is not the owner of the physical servers or data centres and uses third-party infrastructure for the provision of Hosting Services.

7.2 The Provider is responsible for the provision of the Hosting Services as a whole, not for individual infrastructure components operated by third parties.

7.3 Outages or limitations caused by third parties, force majeure or events beyond the Provider's control do not constitute a breach of the Agreement.

8   Service Availability and Maintenance

8.1   The Provider endeavours to ensure high availability of the Hosting Services in accordance with the Technical and Operational Terms.

8.2   Service availability may be temporarily limited due to planned maintenance, security interventions or technical measures necessary to ensure system stability and security.

8.3   Failure to achieve the declared service availability does not in itself give rise to any right of the Customer to a discount, damages or other compensation.

9   Data Backup and Recovery

9.1   The Provider performs regular data backups in accordance with the Technical and Operational Terms.

9.2   Backups serve as a supporting security measure and do not constitute a guarantee of complete data recovery.

9.3   Data recovery is performed on a best-effort basis. The Provider is not liable for data loss, incompleteness or logical inconsistency.

9.4   The Customer is responsible for the accuracy, completeness and legality of the data processed within the Hosting Services.

10   Remuneration for Hosting Services

10.1   The remuneration for Hosting Services is determined in the Provider's price quotation and is payable on a regular basis for the agreed billing period.

10.2   The Provider is entitled to continuously update the remuneration for Hosting Services. The updated remuneration shall apply from the next billing period. The Customer is entitled to reject the new remuneration or the scope of the Hosting Services and to terminate the Agreement under the conditions set out below.

10.3   The remuneration is payable on the basis of a tax document (invoice) issued by the Provider, with the due date specified therein.

11   Liability and Limitation of Liability

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

11.2   The total liability of the Provider for damages arising in connection with the provision of Hosting Services is limited to an amount corresponding to the fees paid by the Customer for Hosting Services during the last three months.

11.3   The Provider is not liable for damages caused by actions of the Customer, third parties, defects of the Odoo application or third-party integrations.

12   Confidential Information and Personal Data Protection

12.1   If the parties have concluded a non-disclosure agreement (NDA), confidentiality shall be governed by such NDA, which also applies to this Agreement. If no NDA has been concluded, this Article shall apply.

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

12.3   "Confidential Information" means all Information that:
- was disclosed or obtained before, during or after the performance of this Agreement;
- is not publicly available;

- 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 fees;
- includes trade secrets and know-how of the Provider.

12.4 Confidential Information does not include information that:
- was publicly available prior to disclosure;
- became publicly available other than through a breach of this Agreement;
- must be disclosed pursuant to legal obligations or decisions of public authorities;
- was obtained from a third party entitled to disclose it;
- references relating to cooperation between the parties.

12.5 The parties undertake to protect Confidential Information and shall not disclose it to third parties without prior written consent, except to:
- professional advisers bound by confidentiality;
- affiliated persons within a group;
- employees and subcontractors involved in the performance of the Agreement;
- cases of statutory disclosure obligations.

12.6 Confidential Information may be used solely for the performance of this Agreement.

12.7 The parties shall adopt reasonable technical and organisational measures to prevent loss, misuse or unauthorised access to Confidential Information.

12.8 Confidentiality obligations apply also to employees, collaborators and legal successors of the parties.

12.9 Each party shall promptly notify the other party of any circumstances indicating unauthorised handling of Confidential Information.

12.10 Confidentiality obligations survive termination of the Agreement.

12.11 The Provider does not systematically process the Customer's personal data and does not act as a processor within the meaning of the GDPR.

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

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

13 Term and Termination of the Agreement

13.1 The Agreement is concluded for an indefinite period and becomes effective upon its conclusion.

13.2 Each party may terminate the Agreement without stating a reason by giving 60 days' notice, commencing upon delivery of the termination notice to the other party.

13.3 The Provider is entitled to terminate the Agreement with immediate effect in the event of a material breach of obligations by the Customer, in particular delay in payment.

13.4 If the Provider unilaterally adjusts the price of Hosting Services in accordance with these GTC and the Customer does not agree with such change, the Customer is entitled to terminate the Agreement with immediate effect. This right must be exercised within 30 days from the date on which the Customer demonstrably became aware of the price change; otherwise, the change shall be deemed accepted.

13.5 During the notice period, the parties shall fulfil their obligations under the Agreement in full.

13.6 Termination does not affect the Provider's right to payment for Hosting Services already provided.

14 Final Provisions

14.1   These GTC become effective upon their publication on the Provider's website.

14.2   Legal relationships not governed by these GTC are governed by the Civil Code.

14.3   All disputes arising out of or in connection with the Agreement shall be decided by the competent courts of the Czech Republic.

14.4   Any deviation from these GTC may be agreed only on the basis of a written agreement between the contracting parties.

14.5   The Provider is entitled to unilaterally amend these GTC. The amended wording becomes effective upon its publication on the Provider's website and applies only to Agreements concluded after the effective date of such amendment. Agreements already in effect shall be governed by the wording of the GTC valid at the time of their conclusion, unless the contracting parties agree otherwise.

14.6   Failure to exercise, or delayed exercise of, any right or claim under these GTC shall not be construed as a waiver thereof. A one-time waiver of a right shall not constitute a waiver of any future right. The exercise of one right shall not preclude the exercise of any other right.

14.7   The invalidity or ineffectiveness of any provision of these GTC shall not affect the validity or effectiveness of the remaining provisions. If such invalid or ineffective provision cannot be separated from the remaining content of the GTC, the contracting parties shall replace it with a new provision whose purpose and meaning most closely correspond to the intended purpose of the original provision.

14.8   The contracting parties shall not be liable for any breach of their obligations caused by force majeure events, in particular war, natural disasters, fire, flood, epidemics, power outages, or other objective events beyond their control. Once the force majeure obstacle ceases, the affected party shall resume performance of its obligations. If the force majeure circumstances persist for more than two (2) months, the contracting parties may agree to terminate the Agreement. Interventions by public authorities that can be overcome by reasonable efforts shall not be considered force majeure.

14.9   These GTC are executed in the Czech language. If a translation into another language exists, the Czech version shall prevail. Other language versions are provided for informational purposes only.

Technical and Operational Terms 26HOUSE Cloud Hosting

These Technical and Operational Terms of 26HOUSE Cloud Hosting Services (the "Technical Terms") describe the technical, operational and security framework for the provision of hosting services by 26HOUSE s.r.o. (the "Provider") and form an integral part of the Agreement concluded with the Customer pursuant to the General Terms and Conditions. These Technical Terms do not constitute a separate agreement and do not replace the GTC; in case of conflict, the GTC shall prevail. These Technical Terms are effective as of 1 January 2026.

1 Scope of Hosting Services

1.1   Hosting Services are intended for the operation of software applications, in particular Odoo ERP Community and Enterprise Editions.

1.2   Hosting typically includes:
- production Odoo environment;
- testing / staging environment;
- operation of application and database layers;
- availability and operational monitoring;
- regular backups;
- technical maintenance.

1.3   Hosting does not include:
- development or modification of the Odoo application;
- implementation or consulting services;
- user support,

unless expressly agreed otherwise.

2 Architecture and Infrastructure (High Availability)

2.1   Hosting Services are operated on modern cloud infrastructure with high availability.

2.2   The infrastructure is currently based on:
- Kubernetes cluster;
- managed databases;
- shared storage;
- automatic failover;
- N+1 redundancy for the Kubernetes cluster, managed databases and shared storage.

2.3   This architecture enables:
- operation across multiple nodes;
- minimization of the impact of hardware and software failures;
- maintenance and updates with minimal impact on service availability.

2.4   The specific technical implementation may change over time in response to technological, security or operational requirements.

3 Service Availability (SLA)

3.1   The Provider defines a target service availability (SLA) of 99.9% per calendar month.

3.2   The following are excluded from availability calculations:
- planned maintenance;
- security interventions;
- third-party infrastructure outages;

- force majeure events;
- limitations caused by the Customer's actions.

3.3 The SLA represents a declared service level. Failure to meet the SLA does not automatically entitle the Customer to financial compensation, discounts or damages unless expressly agreed otherwise.

4 Business Continuity – RTO and RPO

4.1 For business continuity management, the Provider defines the following target values:
- RTO (Recovery Time Objective): up to 24 hours – target time to restore service availability after a critical incident
- RPO (Recovery Point Objective): up to 24 hours – target maximum data loss upon recovery

4.2 RTO and RPO are operational targets derived from the architecture, backup policy and operational processes. The Provider undertakes to meet these targets, and exceeding them is permissible solely in cases of force majeure.

5 Backup and Data Recovery

5.1 The Provider performs automated regular backups of the production environment.

5.2 The standard backup policy includes:
- daily backups for the last 7 days;
- weekly backups for the last 4 weeks;
- monthly backups for the last 3 months;

i.e. a total of 14 backups, typically stored in two geographically separated locations, potentially on different continents.

5.3 Data recovery from backups is possible upon the Customer's request, either to the production or testing environment, to the extent permitted by technical capabilities and the nature of the incident.

5.4 Backup and recovery are provided on a best-effort basis.

6 Monitoring and Operations

6.1 The hosting environment is monitored 24/7.

6.2 Monitoring includes in particular:
- availability of the application environment;
- status of key services;
- selected performance and operational KPIs.

6.3 Monitoring primarily serves internal operational purposes and early incident detection.

7 Performance, Capacity and Configuration

7.1 The hosting environment is optimised for Odoo operation, including PostgreSQL databases.

7.2 System capacity is managed primarily by:
- number of application workers;
- allocated CPU and RAM resources;
- disk space.

8 Shared and Dedicated Hosting

8.1   Hosting Services are provided as shared hosting by default.

8.2   Dedicated hosting may be provided based on individual agreement, with resources reserved exclusively for a single Customer.

8.3   Dedicated hosting is a paid additional service according to the Provider's offer.

9   Server Location and Infrastructure Providers

9.1   Hosting Services are operated on servers located within the European Union (except for backups stored in another geographical location or continent).

9.2   The current primary location is a data centre in Prague.

9.3   The Provider uses cloud infrastructure providers compliant with GDPR requirements. Specific providers and locations may change over time.

10   Security and Data Protection

10.1   Customer data are stored in a dedicated database and are not shared with other customers.

10.2   System access is secured through:
- encrypted connections (HTTPS / SSL);
- access rights management.

10.3   The Customer remains the owner of all data stored in the system.

11   Amendments to the Technical Terms

11.1   The Provider is entitled to reasonably update these Technical Terms.

11.2   The updated version becomes effective upon publication on the Provider's website.