GENERAL TERMS AND CONDITIONS OF 26HOUSE s.r.o. FOR HOSTING 26HOUSE CLOUD SERVICES

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

1 Introductory Provisions

1.1 The Provider provides implementation, support and operation services for enterprise information systems, including the operation of Odoo applications.

1.2 The Client is a business that is interested in operating an Odoo application in the Provider's hosting environment.

1.3 The Provider and the Client (the "Parties") enter into an innominate contract under Section 1746(2) of Act No. 89/2012 Coll., the Civil Code (the "Agreement"). These GTC, including the Technical and Operating Conditions set out at their end (the "Technical Conditions"), form an integral part of it.

2 Conclusion of the Agreement

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

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

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

3 Subject of the Agreement and Scope of Services

3.1 The Provider undertakes to operate the Client's Odoo application in a hosting environment determined and managed by the Provider (the "Hosting Services") in accordance with these GTC and the Technical Conditions. The Client undertakes to provide the necessary cooperation and to pay the fee.

3.2 The Hosting Services are not a rental of a server or of general cloud infrastructure but the operation of the application as a whole. Their scope and parameters are set out in the Technical Conditions.

3.3 The Provider does not own servers or data centres and uses third-party infrastructure. It is responsible for the Hosting Services as a whole, not for individual third-party components.

4 Availability, Maintenance and Backup

4.1 The target values for availability (SLA), recovery after an outage (RTO) and maximum data loss (RPO) are set out in the Technical Conditions. They are targets that the Provider strives to achieve; failure to achieve them does not in itself entitle the Client to a discount or damages.

4.2 Availability may be temporarily limited by scheduled maintenance or a security or technical intervention. The Provider announces any downtime longer than 30 minutes at least 24 hours in advance; this does not apply to urgent interventions in the event of an incident or failure.

4.3 Outages caused by third parties or force majeure are not a breach of the Agreement.

4.4 Backup is a supporting security measure, and data is restored with reasonable effort (best effort). The Provider is not liable for loss, incompleteness or logical incorrectness of data unless caused by a breach of its obligations. The Client is responsible for the correctness, completeness and lawfulness of the data.

5 Fee

5.1 The fee is stated in the Order and is paid regularly for the agreed billing period on the basis of an invoice within the period stated on it.

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

6 Liability for Damage

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

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

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

7 Notices

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

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

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

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

8 Term and Termination of the Agreement

8.1 The Agreement is concluded for an indefinite period.

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

8.3 Either Party may terminate the Agreement with immediate effect if the other Party materially breaches its obligations and fails to remedy the breach within 30 days of a written notice. A material breach includes in particular a repeated or long-term outage of the Hosting Services caused by the Provider.

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

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

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

8.7 Section 2004 of the Civil Code does not apply.

9 Protection of Confidential Information

9.1 If the Parties have concluded a separate non-disclosure agreement (NDA), it takes precedence over this article.

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

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

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

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

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

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

10 Personal Data Protection

10.1 In performing the Agreement, the Provider may have access to personal data controlled by the Client, in particular in the operation, backup and technical administration of the hosting environment and in the Client's Odoo production and test environments. In such a case, the Client is the controller and the Provider is the processor under Regulation (EU) 2016/679 (the "GDPR"). This article is a data processing agreement under the GDPR. If the Parties conclude a separate data processing agreement, it takes precedence in the event of a conflict.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 Use of Artificial Intelligence Tools

11.1 In performing the Agreement, the Provider may use artificial intelligence tools ("AI Tools") only to the extent of the AI Option. AI Tools are an aid for the Provider's staff; the Provider is always responsible for the result and its review.

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

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

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

11.4 The territorial restriction applies to all data entered into an AI Tool, including source code and configuration. In territory C, data does not leave the environment of the Hosting Services.

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

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

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

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

11.9 Information processed by AI Tools remains Confidential Information.

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

12 Final Provisions

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

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

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

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

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

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

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

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

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

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

TECHNICAL AND OPERATING CONDITIONS HOSTING 26HOUSE CLOUD

The Technical Conditions describe the technical, operating and security framework of the Hosting Services. They form part of the GTC for Hosting 26HOUSE Cloud Services, are not a separate agreement and are amended by the same procedure as the GTC. In the event of a conflict, the text of the GTC prevails. Effective from 15 November 2026.

1 Scope of the Hosting Services

1.1 The Hosting Services are intended for operating software applications, in particular Odoo ERP in the Community and Enterprise editions.

1.2 The Hosting Services include as standard:

- Odoo production environment,
- test (staging) environment,
- operation of the application and database layers,
- monitoring of availability and operating parameters,
- regular backups,
- technical maintenance of the environment.

1.3 Unless otherwise agreed in the Order, the Hosting Services do not include:

- development and modification of the Odoo application,
- implementation and consulting services,
- user support.

2 Architecture and Infrastructure (High Availability)

2.1 The Hosting Services run on high-availability cloud infrastructure, which is currently based on:

- a Kubernetes cluster,
- managed databases,
- shared storage,
- automatic failover if part of the infrastructure fails,
- N+1 redundancy for the Kubernetes cluster, managed databases and shared storage.

2.2 This architecture allows operation on multiple nodes at the same time, limits the impact of hardware and software failures and allows maintenance and updates to be carried out with minimal impact on availability.

2.3 The technical solution may change in line with technological development and security and operating requirements. The Provider informs the Client in advance of any change that could reduce availability, security or performance.

3 Availability (SLA)

3.1 The target availability of the Hosting Services (SLA) is 99.9% per calendar month.

3.2 The availability calculation does not include:

- scheduled maintenance,
- security interventions,
- outages of third-party infrastructure,
- force majeure,
- limitations caused by the Client.

3.3 The target availability does not affect the Provider’s liability for breach of its obligations (e.g. failure to carry out maintenance or agreed work) under the GTC article on liability for damage.

4 Business Continuity (RTO and RPO)

4.1 The Provider sets the following target values:

- RTO (Recovery Time Objective), the target time to restore service availability after a critical incident: up to 24 hours,
- RPO (Recovery Point Objective), the target maximum data loss on recovery: up to 24 hours.

4.2 RTO and RPO are operating targets based on the architecture, backup policy and operating processes.

5 Backup and Data Recovery

5.1 The Provider backs up the production environment automatically and regularly. The standard backup policy includes a total of 14 backups:

- daily backups for the last 7 days,
- weekly backups for the last 4 weeks,
- monthly backups for the last 3 months.

5.2 Backups are stored in two geographically separate locations listed in the List of Sub-processors.

5.3 At the Client's request, the Provider restores data from a backup to the production or test environment to the extent permitted by technical possibilities and the nature of the incident.

5.4 If agreed in the Order, the Provider also sends backups to storage designated by the Client, typically via an automated script. The Client is responsible for the suitability, availability and security of that storage.

6 Monitoring and Operation

6.1 The hosting environment is monitored continuously (24/7). Monitoring includes in particular:

- availability of the application environment,
- status of key services,
- selected performance and operating indicators.

6.2 Monitoring serves primarily internal operating purposes and early detection of incidents.

7 Performance and Capacity

7.1 The hosting environment is optimised for running Odoo, including the PostgreSQL database.

7.2 The capacity of the environment is determined by the Order, in particular:

- the number of application processes (workers),
- allocated CPU and RAM resources,
- disk space.

8 Shared and Dedicated Hosting

8.1 The Hosting Services are provided as shared hosting by default.

8.2 Dedicated hosting with resources reserved for a single Client may be agreed in the Order for an extra charge.

9 Server Location and Infrastructure Providers

9.1 The servers on which the Hosting Services run are located in the European Union, except for backups in the second, geographically separate location, which may also be outside the European Union.

9.2 The Provider uses cloud providers that meet GDPR requirements. The specific infrastructure providers and places of processing are listed in the List of Sub-processors; they may change according to technical and security requirements.

10 Security and Data Protection

10.1 The Client's data is stored in a dedicated database and is not shared with other customers.

10.2 Access to the system is secured by:

- an encrypted connection (HTTPS),
- access rights management.

10.3 The Client is the owner of the data stored in the system.