# SaaS Terms and Conditions

This Agreement is made on 31.01. 2022 between Autonomous Manufacturing (AMFG) Ltd of - 3rd Floor, 86-90 Paul Street, London, EC2A 4NE, Company Number 8486322 ("the Company") and CZECH TECHNICAL UNIVERSITY IN PRAGUE, Czech Institute of Informatics, Robotics and Cybernetics, Jugoslávských partyzánů 1580/3, 160 00 Dejvice, Czechia, Reg. No.: 68407700 ("You" or "the Client").

Main Point of contact:

Customer VAT Number: CZ68407700

**Background:** The Company owns and operates AMFG (the "Hosted Services") which facilitates data processing, request handling and ordering management for additive manufacturing services. The Hosted Services comprise of a software platform made available to clients as a service via the internet ("Software as a Service" or SaaS") which comprises an automated workflow programme which hosts (on a shared or dedicated basis) and configures data with a view to optimising the manufacturing process and is made available on the terms of this Agreement.

**Definitions relevant for this Agreement:**
   a. "Commercial Order" shall refer to any order made by an End User on the Hosted Platform.
   b. "End Users" refers to customers of the Client who are granted access to the Hosted Services by the Client.
   c. "Assisted Proposals" services proposals dispatched through the Hosted Platform and identified as such
   d. "Third Party Payment Charges" shall refer to all charges incurred from the Client's use of the Hosted Services that are not directly payable to the Company. This shall include (but is not limited to) credit card fees and PayPal processing costs..

**IT IS AGREED** as follows:

**1. The Hosted Services.** The Company will make the Hosted Services available to the Client provided the Client fulfils its responsibilities in this agreement.

**2. Client Responsibilities.** The Client agrees:

   a. to use the Hosted Services only for its own business purposes,
   b. not to use the Hosted Services in connection with any unlawful, illegal, fraudulent or harmful purpose or activity, including violating or tamper with the security of the Hosted Services,
   c. to be responsible for the security and proper use of all passwords for access to the Hosted Services; take all necessary steps to ensure that all passwords are kept confidential, secure and used properly; be responsible for the acts and omissions of each and every user it authorises to use the Hosted Services and the Company shall have no liability in respect of such,
   d. to ensure prompt payment for the service provided hereunder by the Company,

e. to be responsible for ensuring that all of its data entered using the Hosted Services is at all times accurate, complete and up to date,

f. not to resell the Hosted Services or the services provided by Company hereunder.

**3. Term.** Signature of this Agreement constitutes an application ("Application") for an Account and the Agreement between us  shall commence seven (7) days after the Application is made ("Effective Date") unless the Client receives an email from the Company indicating that the Application has not been accepted. The Agreement shall continue thereafter for 2 years since the Effective Date or until terminated in accordance with Clause 11.

**4. Hosted Services**

4.1     The Company shall ensure that the Hosted Services will, on the Effective Date, implement their account generation process which may take up to 7 days to generate an account for the Client ("Account") at which point the Client will be provided with login details for that Account.

4.2     The Company hereby grants to the Client a worldwide, non-exclusive licence to use the Hosted Services by means of a supported web browser during the Term.

4.3      The licence granted by the Company to the Client under Clause 4.2 is subject to the Hosted Services  only being used by the officers and employees or consultants, of the Client and End Users.

4.4     Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by the Company to the Client under Clause 4.2 is subject to the following prohibitions:

a. the Client must not sub-license its right to access and use the Hosted Services;
b. the Client must not permit any unauthorised person to access or use the Hosted Services;
c. the Client must not use the Hosted Services to provide services to third parties other than End Users; and
d. the Client must not republish or redistribute any content or material from the Hosted Services.

4.5     The Company shall use reasonable endeavours to meet the service level targets set out in Part C of the Schedule.

4.6     For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

a. a Force Majeure Event;
b. a fault or failure of the internet or any public telecommunications network;
c. a fault or failure of the Client's computer systems or networks;
d. any breach by the Client of this Agreement; or

e.   scheduled maintenance carried out in accordance with this Agreement.

4.7     The Client must comply with Paragraph 2 (Client Responsibilities), and must ensure that all persons using the Hosted Services with the authority of the Client comply with Paragraph 2.

4.8     The Client must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Hosted Services or impairment of the availability or accessibility of the Hosted Services.

4.9     The Company may suspend the provision of the Hosted Services if any amount due to be paid by the Client to the Company under this Agreement is overdue, and the Company has given to the Client at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Hosted Services on this basis.

**6. Technical Support.**

6.1     Support will consist of: (a) email or telephone support; and/or (b) in person or on-site support in which case an additional fee shall apply. The levels of support will depend on the pricing tier selected by the Client and these support levels are subject to alteration at anytime at the discretion of the Company on the giving of prior notice in writing.

6.2     Support will not include: (a) set-up, installation, or configuration of hardware and software required for the Client to access the Hosted Services; or (b) consultation, error correction, or research with respect to Client's Clients and information.  Client will have access to Company's technical support personnel ('Technical Support') during the following business hours ('Business Hours') as follows:

   **Hours: Monday – Friday, 9:00 am to 5:00 pm GMT (excluding UK Bank holidays).**

   **Phone:**


**7. Client Data**

7.1     The Client hereby grants to the Company a non-exclusive licence to copy, reproduce, store, distribute, reproduce, export, adapt, edit and translate data from the Client and End Users which includes but is not limited to engineering and design files) (the "Client Data") to the extent reasonably required for the performance of the Company's obligations and the exercise of the Company's rights under this Agreement. The Client also grants a non-exclusive, revocable license to the Company to use its name and logo solely for pre-approved marketing purposes in accordance with usage instructions given to the Company by the Client.

7.2     The Client warrants to the Company that the use of the Client Data by the Company in accordance with this Agreement will not:

   a.   breach the provisions of any law, statute or regulation; or
   b.   infringe the Intellectual Property Rights or other legal rights of any person.

In each case in any jurisdiction and under any applicable law and the Client hereby indemnifies the Company for any costs claims damages or expenses (including legal expenses) awarded against or incurred by the Company as a result of any breach of this Clause 7.

7.4     The Company shall use all reasonable endeavours to restore to the Hosted Services the Client Data stored in any back-up copy created and stored by the Company. The Client acknowledges that this process will overwrite the Client Data stored on the Hosted Services prior to the restoration.

**8. Fees, Billing and Payment.** In consideration for use of the Hosted Services, Client agrees to pay the fees and costs at the times and in the amounts identified in Part B of the Schedule hereto. These fees are subject to change at the discretion of the Company subject to Clause 11(a).

8.1     The fee is payable upon receiving an invoice.

8.2     The Company undertakes to include in the invoice the designation of the project under which the Agreement is paid, namely:

*RICAIP – Research and Innovation Centre on Advanced Industrial Production*

*Reg. No.: CZ.02.1.01/0.0/0.0/17_043/0010085*

If the whole information does not fit in the invoice, the project registration number without the title of the grant project is sufficient.

8.4     The proper invoice is payable 30 days from the day it was delivered to the Client. The Client may return the invoice during the 30-day maturity period, should it contain:

a)      incorrect or incomplete price information,

b)      incorrect or incomplete requirements according to legal regulations.

In situations under letters a) and b) of this paragraph, the Client is obliged to return the tax document (invoice) stating the reason for its return. At this moment, the maturity period is cancelled and the new maturity period shall start to run upon delivery of a new or corrected tax document (invoice). If the Client returns the tax document (invoice) even though it was duly issued and meets the prescribed requirements, the maturity period shall not be suspended and the Client shall be in default if it fails to pay the tax document (invoice) by the original maturity date.

**9. Data protection**   Please see the separate "**PERSONAL DATA PROCESSING AGREEMENT**" at the end of this contract.

**10. Warranties**

10.1    The Company warrants to the Client that:

a.  the Company has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
b.  the Company will comply with all applicable legal and regulatory requirements applying to the exercise of the Company's rights and the fulfilment of the Company's obligations under this Agreement; and
c.  the Company has or has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

10.2    The Company warrants to the Client that:

a.  the Hosted Services and Hosted Services will conform in all material respects with the Hosted Services Specification; and
b.  the Hosted Services will incorporate security features reflecting the requirements of good industry practice.

10.3    The Company warrants to the Client that the Hosted Services, when used by the Client in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law.

10.4    If the Company reasonably determines, or any third party alleges, that the use of the Hosted Services by the Client in accordance with this Agreement infringes any person's Intellectual Property Rights, the Company may

a.  modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
b.  terminate this Agreement.

10.5    The Client warrants to the Company that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

10.6    All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

**11. Termination.**  This agreement may be terminated:

a.  by the Client or the company: (i) with six (6) months written notice; or (ii) with thirty (30) days notice following receipt by the Client of a notice in writing from the Company increasing the Fees in excess of 5% (Other than pre-agreed increments) or of the rolling 12 month inflation average for the country in which the client is based, whichever is higher.

b.  By the client due to the company  materially altering its service level commitments;

c.  by the Company at any time with immediate effect if the Client breaches the terms and conditions of this Agreement, including if Company has reasonable grounds to believe that Client is utilizing the Hosted Services for any illegal or disruptive purpose in which case Company may terminate or suspend all services provided hereunder immediately with or without notice to Client;

d.  by the Client at any time with immediate effect if the Company breaches the terms and conditions of this Agreement and has not remedied such breach within a period of thirty (30) days of receipt of a notice of breach from the Client specifying in reasonable detail the nature of the breach in question;

e.  by signed written agreement by the Parties; and

f.  by either party if the other becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors.

**12. Confidentiality.** Neither the Company nor the Client shall during the Term or thereafter use or disclose to any person, firm or company any confidential information it receives from the other except where such disclosure is necessary for the implementation of this Agreement, and in the event of such disclosure the party receiving the information shall restrict such disclosure to only those individuals as need to know the same to discharge its obligations and shall ensure, prior to such disclosure, that the individual is subject to obligations of confidentiality corresponding to those which bind the party receiving the information. These obligations shall not apply to confidential information which has already entered the public domain otherwise than through an unauthorized disclosure or where written consent to the disclosure has been provided by party disclosing the information. This clause shall survive termination of this Agreement.

**13. Limitation of Liability**

13.1     The Client acknowledges that complex software such as the Hosted Services is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Company gives no warranty or representation that the Hosted Services (including upgrades) will be wholly free from defects, errors and bugs ;

13.2     The Client acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Company gives no warranty or

representation that the Hosted Services (including upgrades) will be entirely secure or that they will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs.

13.3    The Client acknowledges that the Hosted Services and upgrades are designed to be compatible only with that software and those systems; and the Company does not warrant or represent that they will be compatible with any other software or systems.

## 14. Limitations and exclusions of liability

14.1    Nothing in this Agreement will:

   a.   limit or exclude any liability for death or personal injury resulting from negligence;
   b.   limit or exclude any liability for fraud or fraudulent misrepresentation;
   c.   limit any liabilities in any way that is not permitted under applicable law; or
   d.   exclude any liabilities that may not be excluded under applicable law.

14.2    The limitations and exclusions of liability set out in this Clause 14 and elsewhere in this Agreement:

   a.   are subject to Clause 14.1; and
   b.   govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

14.3    Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.

14.4    Neither party shall be liable to the other party for any loss of profits or anticipated savings.

14.5    Neither party shall be liable to the other party for any loss of revenue or income.

14.6    Neither party shall be liable to the other party for any loss of use or production.

14.7    Neither party shall be liable to the other party for any loss of business, contracts or opportunities.

14.8    Neither party shall be liable to the other party for any loss or corruption of any data, database or software;.

14.9    Neither party shall be liable to the other party for any special, indirect or consequential loss or damage.

14.10   **The Hosted Services** incorporate the facility to re-configure Client Data and/or suggest alterations to the design or manufacturing process. THE CLIENT CONFIRMS THAT IT WILL NOT MANUFACTURE ITEMS OR MAKE CHANGES TO ITS MANUFACTURING PROCESS AS A RESULT OF USE OF THE HOSTED SERVICES WITHOUT FULLY SATISFYING ITSELF AS TO THE EFFICACY OF ANY SUCH CHANGES. THE LIMITATIONS OF LIABILITY IN THIS CLAUSE 14 ARE UNDERSTOOD AND ACCEPTED IN THIS CONTEXT. THE CLIENT SHALL ENSURE THAT ITS END USERS ARE AWARE OF THESE LIMITATIONS AND ACCEPT THEM

14.11   The liability of each party to the other party for any event or series of related events shall not exceed the lesser of:

   a. *£100,000*; or
   b. the total amount paid and payable by the Client to the Company under this Agreement in the 12 month period preceding the commencement of the event or events paid and payable by the Client to the Company under this Agreement.

**15. Notices.** Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office or its address specified above. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in normal business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed received at the time it would have been delivered in the normal course of post.

**16. Indemnity.** The Client shall indemnify and shall keep the Company indemnified from and against all losses, damages, costs or expenses incurred by the Company arising out of or in connection with any third party claim, which would not have arisen but for a breach by the Client of this Agreement.

**17. Third Party Rights**. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**18. Force Majeure.** No Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to power, telecommunications, electrical, internet and communication line failure; strikes; civil unrest; fire, flood, storms, earthquakes; acts of terrorism; acts of war; and governmental action.

**19. Amendment; Waiver.** This Agreement may only be amended in writing signed by an authorised representative of each party. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach or any other provision.

**20. Relationship of the Parties.** Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

**21. Assignment.** The Client may not assign its rights or obligations under this Agreement.

**22. Severance.** In the event that any provision of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that provision shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

**23. Law and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of Germany and any dispute, controversy, proceedings or claim between the Parties relating to this Agreement shall fall within the jurisdiction of the courts of Germany.

**24. Contract Register**. The Parties have expressly agreed that this Agreement shall take effect only after publication of the Agreement pursuant to Act No. 340/2015 Coll., on Contract Register, as amended, unless a later date is specified (suspensive condition of effect by law). Publication shall be arranged by the Client. The Parties agree to this publication; for the purposes of publication, they do not consider anything in the Agreement or in the metadata relating to the Agreement to be excluded from publication. Should the Agreement be performed before its effective date, such performance shall be considered as an advance for the purposes of the Agreement.

Company: Autonomous Manufacturing Ltd          Client: CZECH TECHNICAL UNIVERSITY
                                                                         IN PRAGUE, Czech Institute of
                                                                         Informatics, Robotics and
                                                                         Cybernetics

                                                                         _____      _____

Signed                              Date                    Signed                              Date

| Print name | Title | Print name | Title |
|---|---|---|---|
| _____ | _____ | _____ | _____ |

**Billing Details:**

Name: CZECH TECHNICAL UNIVERSITY IN PRAGUE, Czech Institute of Informatics, Robotics and Cybernetics

Address: Jugoslávských partyzánů 1580/3

Prague 6, 160 00, Czechia

Email Address:

Phone:

VAT Number:    CZ68407700

Co Registration Nr: 68407700

**Each invoice must contain the designation of the project under which this agreement is paid, namely:**

**"RICAIP – Research and Innovation Centre on Advanced Industrial Production**

**Reg. No.: CZ.02.1.01/0.0/0.0/17_043/0010085"**

**SCHEDULE I**

**Part A: Pricing Tier - Modules**

Instant Quotation Module - Total of 9.600€ for 2 years (Payable in advance)

Production Module - Total of 9.600€ for 2 years (Payable in advance)

NetFabb/Magics Integration - For free

Fee-Paket S with 800€ credit for produced files as described in Part B - Total 800€ for 2 years (Payable in advance)

**Inclusive of:**

Standard CAD files (IGES, OBJ, STP, STL)

Locations: 1

Support licence (8 online hours)

All updates for the purchased modules

**Contract start date:** 31.01.2022

First Invoice Date - 31.01.2022

**Excluded:**

Internal Quotation & Ticketing System, Logistic Module, E-catalogue, Integrations, Machine Integration, Full portfolio of CAD files

**Part B: Client Fees and Costs**

The fees (**Fees**) payable are determined by the Pricing Tier selected and comprise a mix of periodic fees: annual ("**Annual Fees**"), and usage fees for uploading of files or for staging instances (**"Usage Fees"**) as well as per transaction Fees calculated by reference to Commercial Orders **("Variable Fees**").

We assume the number of items produced per part will not exceed an average of 2.

Your flat variable fee per item = €0.047 per item

Your annual estimated number of items produced is approximately 8.510 parts. Based on this figure we estimate your annual variable fee to be €400 per annum. That will be deducted from your Fee-paket.

Variable fees will be billed annually, if the number of items printed per part uploaded were to change significantly (up or down) over the year, you will be subject to an adjusted variable fee (going forward - not retrospectively) based on the below table.

| | | Less than | | | | |
|---|---|---|---|---|---|---|
| **Av. no. items per part = Less than** | | 2 | 5 | 10 | 50 | 100 |
| **Variable fee charged part item (€)** | | 0.0470€ | 0.0350€ | 0.0093€ | 0.0019€ | 0.00093€ |
| | | | | | | |
| | | | | | | |
| | 5,000 | €235 | €175 | €47 | €10 | €5 |
| | 10,000 | €470 | €350 | €93 | €19 | €9 |
| Number of individual items printed per annum & total annual variable costs | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

All Fees are subject to review annually but you will be given one month's prior notice of any change.

All fees and costs are listed in Euro (€) and exclude Value Added Tax (VAT)

Third Party Payment Charges may vary from time to time related to Client's use of Hosted Services. Use of such services is subject to the applicable terms and conditions published from time to time by the relevant Third Parties.

All Fees shall be inclusive of:
     i.     Access to the Hosted Services; and
    ii.     Access to Technical Support.

Any additional services provided by the Company shall be charged at the time and materials rates published by the Company from time to time.

**Part C: Service and Support Levels**

The Company shall endeavour to provide the services hereunder ("Service"):
(a) at a minimum 99.5% average monthly uptime Services' availability level, except for planned

maintenance carried out during the maintenance window of 10.00 pm to 2.00 am GMT, in which case the Company shall provide advance notice when possible, and

(b) in keeping with the support levels described below which shall be provided during Business Hours.

| Incident Level | Description | Update Objectives |
|---|---|---|
| P1 | The entire Service is unavailable and inaccessible. Priority 1 incidents shall be reported by telephone only. | First response within 1 hour. Subsequent responses every hour, or as agreed during incident reporting. Resolution target = 4 hours |
| P2 | Operation of the Service is severely degraded, or major components of the Service are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only. | First response within 2 hours. Subsequent responses every 4 hours or as agreed during incident reporting. Resolution target: 48 hours |
| P3 | Certain non-essential features of the Service are impaired while most major components of the Service remain functional. | First response within 4 Business Hours. Subsequent responses every 4 Business Hours or such other reasonable period as notified during incident reporting. Resolution target: 5 Business Days |
| P4 | Errors that are, non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Service. | First response within 7 Business Days. Resolution target: By next major Service software update. |

## PERSONAL DATA PROCESSING AGREEMENT

### 1. Introduction

This personal data processing agreement ("**Annex**") is incorporated within the AMFG Services Agreement signed between Autonomous Manufacturing Limited ("**Provider**") and CZECH TECHNICAL

UNIVERSITY IN PRAGUE - Czech Institute of Informatics, Robotics and Cybernetics ("**Customer**") on 31.01.2022 for the provision of AMFG (the "Hosted Services") and related services ("**Agreement**").

The Hosted Services comprise of a software platform made available to clients as a service via the internet ("Software as a Service" or SaaS") which comprises an automated workflow programme which hosts (on a shared or dedicated basis) and configures data with a view to optimising the manufacturing process and is made available on the terms of this Agreement.

The purpose of this Annex is to ensure an adequate level of privacy and data protection of the personal data of the Customer that the Provider processes. This Annex defines the principles and terms of data protection and data security, that the Provider commits to abide by when providing the Customer with services.

This Annex is a written agreement between the parties on the processing of personal data as required by the General Data Protection Regulation of the European Union ("**GDPR**").

## 2. Definitions

In accordance with the GDPR, the terms below are defined as follows:

"**controller**" shall mean the Customer, who shall define the purposes and methods of personal data processing.

"**processor**" shall mean the Provider, who shall process personal data on behalf of the controller based on the Agreement.

"**processing**" shall mean any operation or set of operation which is performed on personal data or sets of personal data using automated means or manually, such as data collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**personal data**" shall mean any information relating to an identified or identifiable natural person, hereafter "**data subject**"; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"**personal data breach**" shall mean means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

## 3. Relation to the Agreement

Terms of this Annex hall supersede any conflicting terms in the Agreement in relation to the processing of personal data.

The service term (i.e. duration of the processing), the nature and purpose of the processing, the type of personal data and categories of data subjects and Customer´s instructions shall be defined in the Agreement. In addition, the parties have agreed the following:

| | |
|---|---|
| **Service term (duration of processing)** | the service term set out in the Agreement and taking into account the obligation of Provider to store the information for the Customer for a reasonable time after the termination of the Agreement. |
| **Nature and purpose of the service** | 3d printing and related services as defined in the Agreement |
| **Categories of data subjects** | individuals accessing the AMFG Platform either as end users or Customer agents or employees |
| **Types of personal data** | username, device meta data (browser, OS), contact information (name, email adress, telephone number), delivery and billing addresses |
| **Approved subcontractors of the Provider** | N/A |

This Annex expires in relation to the Agreement when the processing of personal data under the Agreement and this Annex has been finally completed.

## 4. The general obligations of the Provider regarding privacy and data protection

The Provider shall prepare and maintain proper documents reflecting risk management processes and plans of action relating to data storage and processing.

The Provider shall have sufficient expertise and resources to fulfil the privacy and data protection measures defined herein. The Provider shall, if necessary, cooperate with the Customer's personnel in charge of privacy and data protection.

## 5. Data protection and processing personal data

### 5.1 Obligations of the Provider and the Customer

The Provider processes the personal data of the Customer on the Customer's behalf. The Customer shall be the controller and the Provider shall be the processor of the data processed in the service. The parties undertake to abide by the applicable legislation, decrees and authority orders and guidelines concerning personal data processing.

As the controller, the Customer shall be liable for ensuring that it has the necessary rights and that it has obtained the necessary consents (if any) for the processing of personal data. The Customer shall be liable for drafting the necessary privacy policy and providing relevant information to data subjects.

The Provider is entitled to process the personal and other data of the Customer only pursuant to the Agreement, this Annex and the written guidance of the Customer and only in so far as it is necessary for providing the service.

The Provider shall be liable for all obligations, actions and claims (including reasonable attorney's fees) to the Customer, it's management, staff, personnel or its contracting parties that result from the Provider processing the personal or other data of the Customer in conflict with legislation, this Annex or the written guidance of the Customer.

**5.2 Subcontractors**

The Provider may not use subcontractors in processing the personal data of the Customer without the general written or subcontractor-specific prior approval of the Customer. Additionally, the Provider shall inform the Customer of all of its subcontractors and changes thereof. The Customer may, on reasonable grounds, deny the use of new subcontractors.

With the signature of this Annex, the Customer hereby approves the subcontractors of the Provider listed in Section 3 above.

The Provider shall make a written agreement with all of its subcontractors (also the ones listed in Section 3) and is liable that the subcontractors abide by the terms of this Annex. The Provider is liable to regularly supervise the actions of its subcontractors and is liable for the actions of its subcontractors as for its own.

**5.3 Processing outside of EU/EEA**

The data of the Customer may not be stored, moved, disclosed, altered, used or otherwise processed in real time, in an archive, in backups or other form in a country outside the EU/EEA without the prior written approval of the Customer. The Parties shall agree in writing of all transfers or processing of personal data outside of the EU/EEA. In any event (and if the transfer is agreed by the Parties), the standard contractual clauses approved by the European Union concerning the transfers of data outside of the EU/EEA shall be applied between the Provider and the subcontractor.

**5.4 Data subject requests in relation to personal data**

The Provider shall immediately forward all requests to inspect, rectify, erase or deny the processing of data or other requests received from the data subjects, to the Customer. If requested by the Customer, the Provider shall support the Customer in fulfilling the requests of the data subjects.

The Provider shall forward all enquiries received from data protection authorities directly to the Customer and shall await further guidance from the Customer. Unless otherwise agreed, the Provider is not authorized to represent the Customer or act on behalf of the Customer in relation to such requests.

**5.5 Auditing**

The Provider shall show, if requested, that it and its subcontractors abide by the terms of this Annex. Upon 14 days prior written notice the Customer or an auditor authorized by the Customer (however not a competitor of the Provider) may annually undertake an inspection to ensure that the Provider and its

subcontractors are processing Customer data in accordance with this Annex. The Provider shall rectify any identified defects and shortcomings without delay. Save as set out below, the parties shall each bear their respective costs incurred in connection with the audit. If the inspection shows that the Provider has acted in conflict with this Annex in an essential way, the Provider shall compensate the Customer for the costs of the inspection and the third-party costs incurred from the inspection and from inspecting the rectifications, all as invoiced by the auditor.

## 6. Data security

The Provider shall be liable to implement the appropriate technical and organizational security measures required by legislation in order to protect the personal data it processes. The available technical options, the special risks concerning the data processing in question and the sensitivity of the personal data shall be taken into account. E.g. the following rules shall be followed when processing:

1) The personnel taking part in the processing of the data of the Provider and the Provider's subcontractors (and their personnel processing the data) must commit to non-disclosure obligations regarding the data.

2) The systems and communications used in processing the data of the Customer shall be protected by adequate and up-to-date data protection solution in accordance with best available practices of the industry.

3) The personal data shall not be used in the development or testing of the Provider's services nor for any other purposes of the Provider.

> The Provider shall be liable for the backing up of the data of the Customer, unless otherwise agreed.

## 7. Data breaches

The Provider shall inform the Customer without delay of data security breaches, such as data breaches, accidental or illegal destruction of data, deletion, alteration or unauthorized disclosure or access to the data. The notification shall describe, when possible, what has occurred, whose data and what data the breach concerns and the estimated amounts.

The Provider shall without delay inspect the cause and effects of the breach and carry out the appropriate measures to end the breach, minimize the effects and prevent comparable breaches. The Provider shall without delay document and report the results of the inspection, and the measures carried out, to the Customer.

The Provider shall cooperate with the Customer and ensure that the Customer has the documentation required by legislation and the data protection authorities at hand concerning data security breaches.

The party whose actions have caused the data breach and who, according to applicable data protection legislation is liable for a data breach, shall be liable for the costs incurred from the breach and the rectification thereof, taking into account the order or decision of a competent authority or a court of law.

## 8. Other provisions

After the expiry of the Agreement, the Provider shall return and/or delete the personal data according to the guidelines given by the Customer. If the Customer has not given the Provider guidance within one month of the expiry of the Agreement, the Provider shall inquire the Customer for guidance in writing concerning the deletion and return of personal data, and shall store the data of the Customer for six months. The Provider shall support the Customer in the extent requested by the Customer in transferring the data of the Customer. Afterwards, the Provider shall take care of the destruction of the data in its or its subcontractors control, and shall confirm the destruction thereof to the Customer in writing.

The Provider is obligated to inform the Customer of all changes that may affect its ability or chances to abide by this Annex and the written guidance of the Customer.

The Parties shall agree on addition and amendments to this Annex in writing.

**9. Signatures**

Company: Autonomous Manufacturing Ltd

Client: CZECH TECHNICAL UNIVERSITY IN PRAGUE, Czech Institute of Informatics, Robotics and Cybernetics

# Final Version - Czech University - SaaS Agreement 12.01.2022 revCTU_v2.docx (1)

Final Audit Report                                                     2022-01-31

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