

## GENERAL TERMS AND CONDITIONS OF THE BROADDY SERVICE

of the company Broaddy s.r.o., ID No.: 055 09 858, with its registered office at Pod Bání 2003/21, Libeň, 180 00 Prague 8, registered in the Commercial Register kept at the Municipal Court in Prague, Section C, Insert 264594 (hereinafter referred to as the "**Provider**") governing the mutual rights and obligations of the Provider and other legal entities or individuals (hereinafter referred to as the "**Client**") arising in connection with the conclusion of a contract for the provision of the Broaddy service (defined below) between the Provider and the Client (hereinafter "**Agreement**")

(hereinafter the "**General Terms and Conditions**").

### 1 THE SUBJECT OF THE GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions govern, in accordance with the Section 1751(1) Act no. 89/2012 Sb., the Civil Code, as amended (hereinafter the "**Civil Code**"), the mutual rights and obligations of the Provider and the Client on the basis of which the Provider allows the administrative employees of the Client to use the Broaddy Administrative Interface (a CRM platform with specific functions related to a university Buddy programme with a database of the authorized users of the Broaddy Web App and Mobile App) and additionally allows the authorized users to use the Broaddy Web and Mobile App (a separate web or mobile phone-based application provided by the Provider which allows university students to inter alia register under the Client's institution and connect with each other in the so-called Buddy programme). The Broaddy Administrative Interface and the Broaddy Web and Mobile App together form the Broaddy software-as-a-service tool hereinafter together as the "**Broaddy**".
- 1.2 The Client undertakes to pay agreed remuneration for the provision of Broaddy.
- 1.3 The administrative personnel of the Client are entitled to use the Broaddy Administrative Interface only in accordance with these General Terms and Conditions.
- 1.4 The authorized users of the Broaddy Web App and Mobile App may use Broaddy only in accordance with the Terms of Use.
- 1.5 The detailed conditions of use and functionalities of Broaddy are provided in these General Terms and Conditions and in the Terms of Use provided by the Provider.

### 2 CONCLUSION OF THE AGREEMENT

- 2.1 The Provider enables the use of Broaddy on the basis of the agreement concluded with the Client in accordance with the procedure set out below.
- 2.2 The Client may place an order for Broaddy via the Provider's contact details set out in Article MUTUAL COMMUNICATION<sup>10</sup> of these General Terms and Conditions. The Client's order (hereinafter the "**Order**") must always specify at least:

- 2.2.1 the person of the Client (institution name, registration number, registered office);
- 2.2.2 the contact person (e-mail, phone number, delivery and billing address);
- 2.2.3 the required number of administrative personnel of the Client who will receive access credentials to the Broaddy Administrative Interface. The number of administrative personnel will determine the price according to the price list in Annex No. 3 – of these General Terms and Conditions (hereinafter the “**Price list**”);
- 2.2.4 any other details and requirements relating to Broaddy.
- 2.3 The Client is obliged to provide complete, correct and truthful information in the Order. The Provider shall not be liable for any damage caused as a result of the Client's breach of this obligation.
- 2.4 The Provider shall confirm the acceptance of the Order to the Client without undue delay.
- 2.5 The Agreement shall be concluded between the Client and the Provider if:
  - 2.5.1 the Provider shall agree to the Client's Order by means of an e-mail sent to the Client, in which the Provider shall indicate the total price based on the requested number of administrative personnel in accordance with the Price list; at the same time, these General Terms and Conditions, and the Terms of Use and the Privacy Policy shall be part of this e-mail; and
  - 2.5.2 the Client confirms this email from the Provider, thereby confirming his/her acceptance of the Provider's price and General Terms and Conditions, and acknowledges the Terms of Use and the Privacy Policy relevant for the Users of the Broaddy Web App and/or Mobile App; at this moment the Agreement is concluded;
  - 2.5.3 alternatively, the Client may confirm the receipt of e-mail by payment and the Agreement will be concluded then at the moment of receipt of the payment.
- 2.6 If the acceptance of the Order contains changes, it is considered as a new draft Order, which must be agreed between the Client and the Provider; otherwise, the Agreement cannot be concluded according to these General Terms and Conditions.
- 2.7 The template for the Order provided in Annex No. 4 – may be used.
- 2.8 The Privacy Policy form Annex No. 3 - Privacy Policy. They are relevant for the Users of the Broaddy Web App and/or Mobile App
- 2.9 The Terms of Use form Annex No. 4 - Terms of Use. They are relevant for the Users of the Broaddy Web App and/or Mobile App

### **3 USER AND PROPERTY RIGHTS TO BROADDY**

- 3.1 Broaddy is the author's work in the sense of Act No. 121/2000 Sb., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended (hereinafter the “**Copyright Act**”). The specific description and functions of Broaddy are set out in the Broaddy Administrative Interface Manual and the Broaddy Web Application Manual. Both

manuals form Annex No. 5 – Broaddy Manual.

- 3.2 The Provider grants to the Client a right to use Broaddy to the extent specified below (hereinafter the “**Licence**”). The Licence is provided as non-exclusive for the duration of the Agreement (but no longer than the term of the proprietary rights to Broaddy) solely for the purpose of using Broaddy in accordance with these General Terms and Conditions.
- 3.3 The Licence is granted without any territorial limitation (i.e. worldwide).
- 3.4 The Client is not entitled to grant a sub-licence to third parties or to assign the Licence to a third party.
- 3.5 The Client is entitled under the Licence to use Broaddy solely for purposes, means and only to the extent appropriate for the intended use of Broaddy in accordance with these General Terms and Conditions. The Client is not entitled to interfere with or change Broaddy in any way and to merge Broaddy with another work, including Broaddy in a collective work.
- 3.6 The Provider and the Client hereby jointly exclude all legal licences, or any free use permitted by the law in favour of the Client, unless those may not be lawfully excluded.
- 3.7 The Client is responsible for operating Broaddy in accordance with all the laws and regulations applicable and effective in the territory in which the Client operates Broaddy.
- 3.8 The conditions of use of Broaddy stipulated in Article 3 of the General Terms and Conditions apply mutatis mutandis to other intangible assets forming part of Broaddy (in particular, graphics, texts, etc.).
- 3.9 Broaddy includes documentation, in any format, in particular standard manuals, technical documentation (data models and diagrams), analyses or other specifications of functions of Broaddy and their complete or partial copies (hereinafter the “**Documentation**”). Terms of use of the Documentation are governed by Article 3 of these General Terms and Conditions.
- 3.10 The Client acknowledges that the Broaddy Administrative Interface provided as part of Broaddy is not created solely by the Provider and the Provider grants the Client access to it only to the extent that the Provider is allowed to grant such sub-licences.

#### **4 ACCESS TO BROADDY**

- 4.1 The Provider shall make Broaddy available to the Client without undue delay, but no later than within 7 (seven) calendar days from the conclusion of the agreement.
- 4.2 Broaddy is provided by adding the name of the Client’s institution to the Broaddy Web Application and Mobile Application and by granting at least one access administrative access to the Broaddy Administrative Interface. The number of administrative personnel accesses is based on the Order from the Client. The access credentials are sent within 7 (seven) calendar days from the conclusion of the agreement to the administrative personnel’s emails specified in the Order.
- 4.3 Implementation of Broaddy into the Client’s environment is the responsibility of the Client.

#### **5 LIABILITY, PROTECTION OF RIGHTS**

- 5.1 The Client is solely responsible for the operation of Broaddy in accordance with all the laws and regulations applicable and effective in the territory in which the Client operates Broaddy.
- 5.2 The Provider makes no representation or warranties in respect of Broaddy and expressly excludes all other warranties, expressed or implied, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.
- 5.3 The Client will not remove any designation of proprietorship, copyright, trademarks, or other designations from Broaddy. The Client may not seek protection for or use the name of Broaddy as a trademark nor otherwise claim the name.
- 5.4 The Client is obliged to inform the Provider of any suspected unauthorized use of Broaddy without undue delay as soon as they become aware of such circumstances. The Client agrees to provide the Provider with all requested cooperation in the investigation and protection of the intellectual property rights of the Provider.
- 5.5 The Client is obliged to take all appropriate measures to protect their data and systems while using Broaddy. The Provider is not liable for any loss of data and/or damage caused to the systems of the Client and the costs of its recovery if such consequence could have been prevented by complying with the obligation of the Client under this paragraph.
- 5.6 The Provider undertakes to protect the Client against any claims, liability and costs claimed by third parties as a result of the Client's due use of Broaddy, but only provided that (i) these claims did not arise as a result of the Client's conduct (e.g., breach of the Agreement), (ii) the Client without undue delay notifies the Provider in writing of such a claim, and (iii) the Provider is enabled to take over the given dispute. The Client is obliged to provide the Provider with all assistance necessary for dealing with such a claim.
- 5.7 The Client may not take any action in connection with any alleged infringement of intellectual property rights in relation to Broaddy without prior written consent of the Provider.
- 5.8 The Provider is not liable for any damage, unless it may not be legally waived by the Client (e.g., intentional damage caused by the Provider, gross negligence caused by the Provider).

## **6 REMUNERATION**

- 6.1 The Provider allows the use of Broaddy by Users for a fee payable by the Client, where the price for the use of Broaddy (hereinafter the "**Price**") will always be agreed based on the Price list in Annex No. 3 – of these General Terms and Conditions.
- 6.2 The Price List may be updated from time to time and the Price is always guaranteed for the period for which it is paid (one year). Each time after the annual inflation rate is announced (specified below), the Price set out in Annex No. 3 – may be adjusted by the average annual inflation rate announced for the previous calendar year by the Czech Statistical Office or other institution that officially takes over the tasks of the Czech Statistical Office, which will be expressed by the increase in the average annual consumer price index, or the increase in the index that will replace the consumer price index in the future, always for the 12 months of the year for which the inflation rate is announced, compared to the 12 months of the previous year, after its announcement. According to the average inflation rate thus determined, the Provider

shall calculate the new relevant price, which shall be rounded to the nearest CZK. The Provider shall notify the Client of the modification or replacement of Attachment No. 1 at least 30 (thirty) days prior to the effective date of such modification.

- 6.3 Unless otherwise provided in the Agreement, the Price shall be paid in advance for each year for which the Provider allows the Client to use Broaddy, based on an invoice issued by the Provider. Unless the Agreement provides otherwise, any invoice under these General Terms and Conditions shall be due 30 (thirty) days from the date of the invoice. All payments of the Client under the Agreement shall be paid cashless to the Provider's bank account indicated on the relevant invoice. Payments shall be made on the date the relevant amount is credited to the Provider's bank account.
- 6.4 In the event of default by the Client in payment of the Price or any part thereof, the Provider shall have the right to:
- 6.4.1 suspend the Client's ability to access Broaddy until the Client's debt is paid in full; or
  - 6.4.2 require the Client to pay a contractual penalty of 0.1 % of the amount due per day for each, even if commenced, day of delay.

## **7 PERSONAL DATA AND PROTECTION OF RIGHTS**

- 7.1 The Provider shall process the personal data of authorized users. Processing of personal data by the Provider for the Client is governed by the Privacy Policy which forms the Annex No. 5 – .

## **8 DURATION OF THE AGREEMENT**

- 8.1 The Agreement is concluded for one year. After this period, the Agreement will automatically be renewed for another year. The automatic renewal shall not occur if one of the parties delivers to the other party that it does not wish to extend the Agreement by sending a notification at least three (3) months prior to the automatic renewal. The automatic renewal applies in any period of the Agreement's validity, that is, not only before the first term when the Termination Agreement expires. In the event of entering into liquidation or the final declaration of bankruptcy of the assets of the other party, each of the parties shall be entitled to withdraw from the Agreement.
- 8.2 The Provider may also withdraw from the Agreement due to the Client's failure to provide the Provider with any cooperation, provided that the Client has been informed in writing of such delay and has been granted a reasonable period of time, not less than thirty (30) days for additional performance.
- 8.3 The Provider may terminate the Agreement by a written notice and the Agreement shall expire after three months after the termination notice has been sent.
- 8.4 The Provider may terminate the Agreement or any of its parts with immediate effect (for example provision of the administrative interface) in case the Provider loses the right to sub-license any of the parts of Broaddy.

## **9 PROTECTION OF INFORMATION**

- 9.1 The Provider and the Client are aware that in the performance of the Agreement they may mutually provide information, either intentionally or by omission, that will be considered confidential. Unless otherwise agreed explicitly in writing by the Provider and the Client, all information that is or may be part of business secrets is implicitly considered to be confidential, such as information on operating methods, procedures and working practices, business or marketing plans, concepts and strategies or parts thereof, tenders, contracts, agreements, or other arrangements with third parties, information on the results of the business, relations with business partners, labour law issues and any other information, whose disclosure by the receiving party could cause damage to the transmitting party (hereinafter referred to as "**Confidential Information**").
- 9.2 All Confidential Information shall remain the exclusive property of the transmitting party. The receiving party shall develop the same efforts to protect the confidentiality of the information as if it were their own Confidential Information. The parties undertake not to copy in any way the Confidential Information of the other party, except for the extent that is necessary for their cooperation concerning the performance of the Agreement. They also undertake not to pass on any Confidential Information to a third party, or to its own employees and agents, except for those who need to be acquainted with them so that they can properly fulfil the subject matter of the Agreement. Both parties undertake not to use the Confidential Information of the other party in any other way than to fulfil the subject matter of the Agreement.
- 9.3 Where Confidential Information is provided in writing or in the form of text files on data media, the transmitting party is required to advise the receiving party of the confidentiality of such material by indicating it at least on the cover.
- 9.4 Notwithstanding the above provisions, the following information is not considered to be "Confidential Information":
  - 9.4.1 Information which has become publicly known without the intention or omission of the receiving party;
  - 9.4.2 Information received by the receiving party legally prior to the conclusion of the Agreement, unless such information was the subject of any other information protection contract previously entered into by the parties;
  - 9.4.3 Information resulting from the process by which the receiving party reaches them independently and is able to substantiate it with its records or third-party Confidential Information;
  - 9.4.4 Information which, after signing the Agreement, will be provided to the receiving party by a third person who does not obtain such information directly or indirectly from the party that owns them.
- 9.5 Paragraphs 9.4.2 and 9.4.4 of these General Terms and Conditions do not apply to information that is subject to the trade secrets of the parties, in particular information relating to the subject matter of each individual party, relating to the management of work within and outside, etc. After termination of the Agreement, the party can explicitly give written notice to the other

party about which information is no longer subject to the provisions of this paragraph.

- 9.6 The parties are required to archive all Confidential Information in such a way as to ensure that any third party who does not participate in the performance of the Agreement is not receiving this information. If a party no longer needs any of the Confidential Information, he or she is obliged to return all such information to the other party or arrange for their disposal, so that no third party can access them. The party that carries out the data disposal shall be obliged to make a written record thereof, which it shall provide at the request of the other party.
- 9.7 The provisions of this Article are without prejudice to the termination of the Agreement for any reason, and its effectiveness will expire not earlier than 2 years after the termination of the Agreement.
- 9.8 For any violation of the information protection clause, the injured party is entitled to claim a contractual fine of € 4.000 from the other party.

## **10 MUTUAL COMMUNICATION**

- 10.1 All communication between the Provider and the Client in the performance of the Agreement will be done through authorized persons:
- 10.1.1 The authorized person for the Provider is Mikuláš Josek, tel.: +420732817626, email: [mikulas.josek@broaddy.com](mailto:mikulas.josek@broaddy.com)
- 10.1.2 The authorized person for the Client is the person designated as part of the Order of the Client.
- 10.2 All notifications between the Provider and the Client which relate to the Agreement or which are to be made under this Agreement must be made in writing and delivered to the other party.
- 10.3 The document to be delivered to the other party (notification) pursuant to these General Terms and Conditions shall be delivered on the day of its acceptance by an authorized person in accordance with paragraphs 10.1.1 and 10.1.2 of these General Terms and Conditions or by a person authorized to represent the party according to the official commercial register or by an employee responsible for the reception of such documents. In doubt, it is believed that the person who has acknowledged the acceptance of such document by signature and by the stamp of a party is entitled to accept such document.
- 10.4 If the document cannot be delivered in accordance with the preceding paragraph, the day on which the receipt of the document was rejected by the addressee shall be the day of delivery. If the document is delivered via a postal licence holder into own hands to the address specified in these General Terms and Conditions or to an address that the party has notified in writing as a change of that address, the day of delivery is considered the third day after the notification of the posting of the document, even if the addressee did not know of it, or the day on which the document was sent back as undeliverable because the party changed its registered office; after the termination of the contract, this fiction is valid only if the document has also been sent to the address of the registered office.
- 10.5 Effects of delivery may also take place by delivering the document by e-mail to the e-mail addresses listed to the persons authorized to act for the parties under paragraph 10.1 of these

General Terms and Conditions.

- 10.6 In the event of a change in addresses or authorized persons, the Provider and the Client undertake to inform the other party about this change, and they shall notify the other party of this change within three (3) business days.

## **11 COMMON AND FINAL PROVISIONS**

- 11.1 These General Terms and Conditions and the Agreement are governed by the laws of the Czech Republic.
- 11.2 If any provision of these General Terms and Conditions or any part thereof is invalid or unenforceable or will occur so in the future, such invalidity or unenforceability will not affect the validity or enforceability of any other provisions of these General Terms and Conditions or parts thereof, unless it is inferred directly from the contents of these General Terms and Conditions that this provision or part thereof cannot be separated from further content.
- 11.3 In the case referred to in the preceding paragraph of this Article, the Provider and the Client undertake to replace the ineffective or invalid provision with a new provision that is as close as possible to the purpose and economic significance of the provision, which it shall replace.
- 11.4 The Provider is entitled to disclose the performance of this Agreement with the Client under these General Terms and Conditions to his / her own presentation, for example as a reference.
- 11.5 The Provider and the Client do not want, beyond the express provisions of these General Terms and Conditions, to have any rights and obligations derived from past or future practice established between the Provider and the Client or from generally retained customs or customary practices in the sector relating to the subject of these General Terms and Conditions. In addition, the Provider and Client acknowledge that they are not aware of any already established mutual business practices or practices.
- 11.6 The Provider reserves the right to modify or supplement these General Terms and Conditions. These General Terms and Conditions and Agreement replace any prior written and oral agreements and arrangements relating to the subject of these General Terms and Conditions.
- 11.7 The parties will always strive for a friendly settlement of possible disputes arising out of the Agreement. If no amicable settlement of the dispute has been reached within 30 working days of its first notification to the other party, either party shall be entitled to bring its claim to the appropriate court.
- 11.8 The Provider unconditionally agrees to the publication of the full text of this contract in such a way that this contract may be the subject of information provided within the meaning of Act No. 106/1999 Coll., on free access to information, as amended, and Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts



and the register of contracts (the law on the register of contracts).

11.9 An integral part of these General Terms and Conditions forms the:

11.9.1 Annex No. 1 – Price list

11.9.2 Annex No. 2 – Order

11.9.3 Annex No. 3 – Privacy Policy

11.9.4 Annex No. 4 – Terms of Use

11.9.5 Annex No. 5 – Broaddy Manual

11.10 These General Terms and Conditions will become effective on 1. 10. 2023.