





FAIR WIZARD

SOFTWARE-AS-A-SERVICE ORDER FORM

This Order Form (the “**Order Form**”) is governed by the FAIR Wizard Terms and Conditions, as attached as Annex 2 hereto (the “**Terms**”), which are hereby incorporated by reference.

All capitalized words and expressions used in this Order Form shall have the meaning given to them in the Terms, unless specifically otherwise defined in this Order Form.

Provider	Name: Codevence Solutions s.r.o. ID No.: 08406413 VAT ID No.: CZ08406413 Registered office: Roháčova 145/14, Žižkov, 130 00 Prague 3, Czech Republic (the “ Provider ”)
Client	Name: Univerzita Karlova ID No.: 00216208 VAT ID No.: CZ00216208 Registered office: Ovocný trh 560/5, 116 36, Prague 1 Represented by: PhDr. Radka Římanová Ph.D., Director, Central Library of Charles University Client’s order number: 9509240050 (the “ Client ”)
Authorized Representative of the Client	The Client hereby authorizes the following person for the purpose of communication with the Provider in relation to technical and contractual matters, including in particular (but not limited to) future modifications of the scope of services ordered by the Client: Name: Mgr. Lucie Hošková

	<p>Position: Metodik Clarin DSpace</p> <p>E-mail: </p> <p>Phone: </p> <p>(the “Authorized Representative of the Client”)</p>						
Term of the Agreement	<p>Start Date: The Agreement becomes effective upon publication in the Czech Register of Contracts (<i>Registr smluv</i>).</p> <p>Duration: 4 years</p>						
Support contact	<p>E-mail: </p> <p>Phone: </p>						
Selection of Tiers and seats	<p>The Client hereby orders the following tier of FAIR Wizard:</p> <table border="1" data-bbox="448 907 1374 1032"><thead><tr><th data-bbox="448 907 914 952">Selection</th><th data-bbox="914 907 1374 952">Tier Name</th></tr></thead><tbody><tr><td data-bbox="448 952 914 992"><input checked="" type="checkbox"/></td><td data-bbox="914 952 1374 992">Professional</td></tr><tr><td data-bbox="448 992 914 1032"><input type="checkbox"/></td><td data-bbox="914 992 1374 1032">Enterprise</td></tr></tbody></table> <p>Number of seats: Unlimited seats for users with Univerzita Karlova affiliation</p> <p>Number of projects: 150</p> <p>A detailed description of the individual tiers of FAIR Wizard is attached to this Order Form as Annex 1.</p> <p>During the service period, the Client may switch plans based on the pricing detailed in Annex 3 attached hereto (FAIR Wizard Plan Price).</p>	Selection	Tier Name	<input checked="" type="checkbox"/>	Professional	<input type="checkbox"/>	Enterprise
Selection	Tier Name						
<input checked="" type="checkbox"/>	Professional						
<input type="checkbox"/>	Enterprise						
Services Related to FAIR Wizard	<p>The services to be provided by the Provider in connection with the Client’s use of FAIR Wizard shall include:</p> <ul style="list-style-type: none">a) provision of access to, use of, and maintenance of FAIR Wizard under the terms and conditions stipulated in this Agreement;b) receipt and processing of the Client Data in relation to FAIR Wizard; andc) provision of other services related to FAIR Wizard and described in the Agreement. <p>Additional details on the services related to FAIR Wizard are included in the Terms.</p>						

**Fees &
Payment
Conditions**

In consideration for provision of FAIR Wizard by the Provider to the Client under the Agreement, the Client shall pay to the Provider the following fees:

Total amount: CZK 105,400

The fees shall be paid within 30 days from the date of delivery of the respective invoice to the Client.

Billing contact e-mail address of the Client:



This Order Form becomes valid as of the date of signing by both parties. By signing this Order Form, the Client expressly confirms that it is familiar with the Terms, understands them and agrees to be bound by them.

On behalf of the Provider:

On behalf of the Client:

Name: Jakub Jirka

Name: PhDr. Radka Římanová Ph.D.

Position: Executive Director

Position: Director, Central Library of Charles University

Date:

Date:

Annex 1

FAIR Wizard Cloud overview

FAIR Wizard is a cloud service based on Data Stewardship Wizard that provides additional functionality in different service tiers. All tiers are priced based on the maximum seat number. An overview of the plans is described on <https://fair-wizard.com/plans>.

Professional Tier

Within this tier, you get all features described on <https://fair-wizard.com/plans> and Preview Instance with a future version. Production instance has 1 GB of space per 100 projects with the option of Time Travel.

Terms Definition

Total Space

The total amount of storage space available to the client's instance. When the Time Travel feature is active (Professional and Enterprise plans). It combines active and Backup Space. When active and Total Space gets bigger than Total Space, the oldest entry in Backup Space will be permanently deleted. Default Total Space is set to 1 GB per 100 projects.

Example: An instance has a Total Space of 3 GB. It has 1 GB of Active Space (current, not deleted files) and 2 GB of Backup Space. A new document was generated with no Total Space left. The oldest file or files (deleted or older version of a file) from Backup Space are permanently deleted to clear the space for the newest file.

Active Space

Active Space consists of all current files created by your FAIR Wizard instance. Only the current versions of files are counted to this space.

Backup Space

Files' previous and deleted versions are counted as Backup Space size. All files and their backup versions are kept for 60 days after their last usage, and then they are deleted.

Time Travel

Recovery of files from Backup Space and recovery of the environment to the last possible state that is available based on the backed-up files. The recovery process is not part of the subscription and will be billed separately after the estimation of the support team and confirmation by the Authorized Representative of the Client. It can be billed hourly or deducted from prepaid Support Pack hours.

Preview Instance with a Future Version

A testing instance of FAIR Wizard with the next version of FAIR Wizard that will arrive on the production platform next month. This instance will have limited Active Space (200 MB) with no Time Travel and limited user access. This environment is for testing purposes only (template and knowledge model migration etc.). It should not be used for any productional usage. This instance will have the next release version for production of FAIR Wizard, and



the users will have 30 days before the productional release. The client will be informed about technical details and dates via email.

Custom Branding

Configurable branding that is included inside the FAIR Wizard application. It consists of the custom color schema for the web interface, a customizable logo and more.

Identity Providers

We provide various integrations with identity providers via FAIR Wizard Admin Center.

Annex 2
FAIR Wizard Terms and Conditions

FAIR WIZARD

TERMS AND CONDITIONS

These FAIR Wizard Terms and Conditions (the “**Terms**”), which may be amended from time to time, apply to the use of FAIR Wizard Software – a unique software solution for automation, integration and management of data management plans inside organizations which is provided as a cloud / software-as-a-service solution (the “**FAIR Wizard**”). By signing the Order Form (including via on-line means and tools) or simply by using FAIR Wizard (including downloading, installing or accessing the FAIR Wizard or any of its parts, components, functions or features), you confirm that you have read these Terms and agree to be bound by and comply with these Terms. These Terms set out the rights and obligations governing the relationship between us, **Codevence Solutions s.r.o.**, a company incorporated in the Czech Republic, ID No. 08406413, registered office: Roháčova 145/14, Žižkov, 130 00 Prague 3, Czech Republic, registered with the Municipal Court in Prague, file No. C 318496 (the “**Provider**”), as the owner and operator of the FAIR Wizard, and you as our client (the “**Client**”).

1. GENERAL PROVISIONS

- 1.1 The Terms set out the terms and conditions of use of the FAIR Wizard.
- 1.2 The Provider is a company developing and operating the FAIR Wizard which is a unique software solution for automation, integration and management of data management plans inside organizations which is provided as a cloud / software-as-a-service solution.
- 1.3 The Client wishes to use the FAIR Wizard as a service and to use related services offered by the Provider in accordance with the Order Form and these Terms. The Provider wishes to provide the Client with access to FAIR Wizard and allow the Client to use FAIR Wizard and its functions or features pursuant to the Terms and the Order Form.
- 1.4 By signing the Order Form (including electronically via on-line means and tools), the Client enters into a binding Agreement with the Provider and acknowledges its rights and obligations under the Agreement. These Terms form an integral and inseparable part of the Agreement specifying the rights and obligations governing the relationship between the Provider and the Client. The Client acknowledges and agrees that the Client is responsible for informing all Users about the terms and conditions of the Agreement and ensuring that the Users will comply with the Agreement, including these Terms.
- 1.5 No transfer or assignment of any property or ownership, including intellectual property, shall occur based on the Agreement between the Provider and the Client, unless specifically and explicitly specified in the Agreement.

2. DEFINITIONS

2.1 In these Terms, unless explicitly specified otherwise or unless the context requires otherwise, the following words and expressions shall have the following meanings:

- 2.1.1 “**Agreement**” means the agreement entered into by and between the Provider and the Client upon signing the Order Form. The Agreement consists of the Order Form and its Schedules, including in particular (but not limited to) these Terms.
- 2.1.2 “**Billing Period**” has the meaning specified in clause 7.3 of the Terms.
- 2.1.3 “**Confidential Information**” has the meaning specified in clause 13.1 of the Terms.
- 2.1.4 “**Control**” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled and the expression change of Control shall be construed accordingly.
- 2.1.5 “**Copyright Laws**” means the applicable laws governing copyright and rights related to copyright.
- 2.1.6 “**Client Data**” means any and all data sent, transmitted or otherwise provided or submitted by the Client to the Provider or uploaded by the Client or by the Provider based on the Client’s instruction to the FAIR Wizard for use in connection with the FAIR Wizard and the Services.
- 2.1.7 “**FAIR Wizard**” means a unique software solution for automation, integration and management of data management plans inside organizations which is provided as a cloud / software-as-a-service solution which is developed, owned and operated by the Provider and used by the Provider for providing the Services. The FAIR Wizard is accessible at <https://fair-wizard.com>.
- 2.1.8 “**FAIR Wizard Client Account**” means a primary non-transferable user account created for the Client to access the FAIR Wizard, its functions and features with unique access details consisting of a username and password. The Client may have only one FAIR Wizard Client Account; however multiple FAIR Wizard User Accounts may be created under the FAIR Wizard Client Account.
- 2.1.9 “**FAIR Wizard User Account**” means a non-transferable user account created by or for the Client under the FAIR Wizard Client Account for the Users to access the FAIR Wizard and its functions with unique access details consisting of a username and password; or, as the case may be, different login method anticipated by the FAIR Wizard. Different levels of access, administrative and modification rights may be connected with different FAIR Wizard User Accounts.
- 2.1.10 “**Derivative Data**” means any and all data that result from the commingling or other aggregation of the Client Data and/or the Provider Data.

- 2.1.11 “**Effective Date**” means the day when the Agreement becomes effective; unless agreed otherwise in the Order Form, the Effective Date shall be the first day when the Client actually starts to use the FAIR Wizard.
- 2.1.12 “**Force Majeure**” means any cause preventing any Party from performing any or all its obligations under the Agreement, that arises from, or is attributable to circumstances beyond the respective Party’s reasonable control, including, but not limited to, acts of God, wars, warlike events, terrorism, strikes, civil unrest or commotion, riots, vandalism, physical or electronic attacks targeting the respective Party’s premises or communication, Internet or utilities infrastructure and similar, acts of governmental or supranational authority, national emergencies, epidemics, or natural disasters, such as fires, floods, earthquakes, volcanic eruptions, major storms, or failures and delays in the banking or payment collections or payment transfer systems, including any unforeseeable failure or outage of cloud service provider such as Amazon Web Services, Microsoft Azure, Google Cloud Platform beyond the Provider’s reasonable control.
- 2.1.13 “**Order Form**” means the binding order form signed between the Parties to which these Terms are attached as its integral part.
- 2.1.14 “**Parties**” mean collectively the Provider and the Client and “**Party**” means individually the Provider or the Client.
- 2.1.15 “**Provider**” refers to Codevence Solutions s.r.o., a company incorporated in the Czech Republic, ID No. 08406413, registered office: Roháčova 145/14, Žižkov, 130 00 Prague 3, Czech Republic, registered with the Municipal Court in Prague, file No. C 318496.
- 2.1.16 “**Provider Data**” means any and all data that is (a) generated by the Provider in the course of providing the Services including, without limitation, service and usage data; and/or (b) otherwise collected by the Provider, whether as a result of the Services or otherwise.
- 2.1.17 “**Services**” mean, collectively: (a) provision of access to, operation and maintenance of FAIR Wizard under the terms and conditions stipulated in the Agreement; (b) the Provider’s reception and processing of the Client Data in order to provide the Services via FAIR Wizard; and (c) provision other services described in the Agreement.
- 2.1.18 “**SLA**” means Service Level Agreement attached to these Terms as Annex 1.
- 2.1.19 “**Term**” means the term of the Agreement; unless agreed otherwise in the Order Form, the Agreement is concluded for an indefinite period of time commencing on the Effective Date.
- 2.1.20 “**Terms**” mean these FAIR Wizard Terms and Conditions.
- 2.1.21 “**Tier**” means following FAIR Wizard tiers:

- a) “Basic” – which consists only of features of open-source FAIR Wizard. Each instance got 1 GB of space per 100 seats with no option of time travel;
- b) “Professional” – which consists of all FAIR Wizard features and includes additional features that are Custom branding, Time travel, and Preview instance with a future version. Each instance got 2 GB of space per 100 seats with the option of time travel;
- c) “Enterprise” – which consists of features of the Professional Tier and includes additional features that are Identity providers and custom domain. Each instance got 2.5 GB of space per 100 seats with the option of time travel.

2.1.22 “**User**” means a person designated by the Client that is authorized to use the FAIR Wizard User Account created under the FAIR Wizard Client Account to access the FAIR Wizard.

- 2.2 All capitalized terms used in these Terms but not otherwise defined in these Terms shall have the meanings given to them in the Order Form.
- 2.3 Clause and paragraph headings shall not affect the interpretation of the Terms and the Agreement.
- 2.4 Unless the context requires otherwise, words in the singular shall include the plural and, in the plural, shall include the singular.
- 2.5 A reference to a statute or statutory provision is a reference to it amended, extended or re-enacted from time to time.
- 2.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.7 A reference to writing or written includes e-mail.
- 2.8 Any approval or consent required under the Agreement shall not be unreasonably withheld or delayed, unless stated otherwise.
- 2.9 Any requirement for notice shall be deemed to be a requirement for a written notice and, if no timescale is specified for giving/sending the notice or the performance of any obligation under the Agreement, the deemed requisite timescale shall be as soon as reasonably possible.

3. SUBJECT OF THE AGREEMENT

- 3.1 The Provider shall provide access to the FAIR Wizard to the Client and allow the Client to use the FAIR Wizard, its functions and features and provide the Services to the Client under the terms and condition of the Agreement.
- 3.2 The Client shall pay to the Provider the agreed fees for access to and use of the FAIR Wizard, its functions and the Services pursuant to the terms and conditions of the Agreement.

4. PROVISION OF THE FAIR WIZARD AND THE SERVICES

- 4.1 Upon concluding the Agreement and as of the Effective Date, the Provider shall provide access to the FAIR Wizard via the FAIR Wizard Client Account and the FAIR Wizard User Account and allow the Client to use the FAIR Wizard. Creating the FAIR Wizard Client Account and the FAIR Wizard User Account requires completing registration by the Client. The Client is required to designate at least one individual (User) as an admin user (the “**Admin User**”) who will be authorized to make changes to the FAIR Wizard Client Account, add or remove Users, including other Admin Users, and to take any other actions on behalf of the Client pursuant to the Agreement.
- 4.2 During the Term, and subject to the terms and conditions of the Agreement, the Provider shall make the FAIR Wizard available to access and use by the Client on a non-exclusive, non-transferable, non-assignable and revocable basis. The Client shall have a corresponding non-transferable, non-assignable and revocable right to access and use the FAIR Wizard on the Client’s personal computer and other devices (if allowed by the Provider) solely for the Client’s purpose of managing own FAIR Wizard instance; managing, generating, or submitting project- related documents (such as DMPs) and composing them using smart questionnaires; all via FAIR Wizard user interface by human users. The FAIR Wizard shall be made available to the Client solely on an on-demand basis via the Internet.
- 4.3 Except to the extent otherwise expressly agreed: (a) the Provider hereby reserves all rights in and to the FAIR Wizard, the Services, the Provider Data, and the Derivative Data; and (b) the Client hereby reserves all rights in and to the Client Data it provides hereunder.
- 4.4 The Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Provider or by third-party providers, or because of other causes beyond the Provider’s reasonable control, but the Provider shall use reasonable efforts to provide advance notice by e-mail of any scheduled Service disruption.
- 4.5 The Client acknowledges that the FAIR Wizard and the Services may be updated and modified from time to time (these include general updates and modifications of the FAIR Wizard intended for all Clients and Users to ensure general improvements of the FAIR Wizard’s features, eliminate general errors, adjust to technical improvements etc.). Such updates and modifications shall be performed in the Provider’s sole discretion and without any right to claim any additional fees.
- 4.6 In case the Services were not provided in the agreed scope or quality, the Client is obliged to notify the Provider and provide the Provider with active cooperation in order to rectify the shortcoming. In addition, the Provider shall inform the Client if the Provider becomes aware that the Services were not provided in the agreed

scope or quality; the Client's obligation to notify the Provider, however, remains unaffected.

- 4.7 Intentionally omitted.
- 4.8 The Provider may revise features and functions of the FAIR Wizard from time to time, including without limitation by adding new features and functions, modifying current features and functions and/or removing or substituting current features and functions. The Provider shall notify the Client at least 1 month before any such revision of the FAIR Wizard materially reducing the features, functionality or backward compatibility of the FAIR Wizard takes effect. For the avoidance of doubt, the period referred to in the previous sentence shall not apply to critical incidents or hotfixes that the Provider can fix without prior notification to the Client.
- 4.9 The Client acknowledges and agrees that the Client shall have no remedy for any failure of the FAIR Wizard unless explicitly agreed with the Provider.
- 4.10 The Client may upgrade from the respective FAIR Wizard Tier to a higher Tier or downgrade from the respective FAIR Wizard Tier to a lower Tier at the Client's sole discretion. The Client is entitled to request an upgrade at any time during the Billing Period, in which case the Provider shall charge and the Client shall pay additional fees which shall be adjusted proportionally to correspond to the time period remaining until the end of the given Billing Period. The Client is entitled to request a downgrade only with effect from the following Billing Period (i.e., the Client will be charged fees related to the current Tier until the end of the current Billing Period). The Provider does not provide any refunds in case the Client chooses to downgrade its Tier before the end of the respective Billing Period.
- 4.11 The Provider may limit the Client's use of the FAIR Wizard and the Services (in particular to limit the access to FAIR Wizard) if any sums due under any Order Form are not paid when due and not even within 30 days after written notification about such fact.

5. TRIAL PERIOD

- 5.1 All Clients considering the use of FAIR Wizard have the opportunity to test FAIR Wizard tier "Professional" for the period of 90 days based on their acceptance of these Terms and Privacy Policy (i.e., without the need to sign an Order Form).
- 5.2 We reserve the right to reduce or extend the duration of the trial period or to provide our Clients with further trial periods at any time and in our sole discretion.
- 5.3 Please note that we provide the trial periods as a complimentary service, and we shall not charge you any fees for it.
- 5.4 The Client acknowledges and agrees that the Provider has no obligation to provide maintenance and support of FAIR Wizard in the trial period. The Customer acknowledges and agrees that it shall have no remedy for any failure of FAIR

Wizard in the trial period unless explicitly agreed otherwise with the Provider. For the avoidance of doubt, the SLA, the Technical Assistance and the Support shall not apply to the trial period and the Client shall use FAIR Wizard in the trial period at its own risk.

- 5.5 The Provider reserves the right in its sole discretion to restrict the use of FAIR Wizard in the trial period for any reason or without a reason, including but not limited to, the Client's violation of any laws or these Terms. The Client expressly acknowledges and agrees that the Provider may discontinue the provision of FAIR Wizard in the trial period at any time in its own discretion without any liability.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Provider grants to the Client a non-exclusive, non-transferable, non-assignable and revocable right to access and to use the Services and the FAIR Wizard to the extent necessary for using FAIR Wizard in accordance with the Agreement and particularly its purpose as specified in the Agreement (see clause 4.1 above). The license is provided for the time period in which the Client is allowed to use the Services pursuant to the Agreement, and also applies to any parts of the Services which are copyrighted works or databases, within the meaning of the Copyright Act. and the FAIR Wizard to the extent necessary for using FAIR Wizard in accordance with the Agreement and particularly its purpose as specified in the Agreement (see clause 4.1 above). The license is provided for the time period in which the Client is allowed to use the Services pursuant to the Agreement, and also applies to any parts of the Services which are copyrighted works or databases, within the meaning of the Copyright Act.
- 6.2 The Provider represents and warrants that it is exclusively authorized to grant licenses to the FAIR Wizard. The Client is not allowed to license, sublicense, lease, commercially exploit, sell, transfer, assign the FAIR Wizard or any of the Services to a third party unless expressly stipulated otherwise in the Agreement.
- 6.3 Notwithstanding the previous clause, the Client acknowledges and agrees that FAIR Wizard uses certain open-source elements and libraries, including in particular the following: Data Stewardship Wizard, Keycloak, and all their open-source subparts, for which the terms and conditions of the respective open-source licenses apply. However, the use of such open-source elements in FAIR Wizard does not affect the usability of FAIR Wizard in accordance with these Terms and its purpose.
- 6.4 No provision of the Agreement or any other document shall be interpreted as granting, assigning or transferring to the Client any intellectual property or other proprietary rights, including patents, copyrights, trademarks (both registered and not registered), industrial designs, moral rights, trade secret or confidential information, mask work rights, service marks, design rights, registered designs, topography rights, database rights, rights of confidence, know-how, expertise, technology, techniques and all other similar intellectual property or proprietary rights anywhere in the world, whether or not registered or statutory and including, without limitation, all applications and registrations with respect to the foregoing, to or relating to the FAIR Wizard, the Provider Data or the Derivative Data.
- 6.5 The Provider may incorporate in the FAIR Wizard tools and features that enable the Provider to remotely supervise the scope of use of the FAIR Wizard to the extent

necessary to verify the compliance of the Client with the terms of the Agreement. The Provider may further incorporate in the FAIR Wizard computer code capable of automatically disabling or limiting the operation of the FAIR Wizard or any part thereof, and has the right to activate such disabling code if (i) fees are not paid by the Client when due; or (ii) the Client repeatedly fails to meet the Provider's reasonable request to verify the compliance of the Client with the terms of the Agreement; or (iii) the Client infringes the terms and conditions of this Agreement; or (iv) the Agreement is terminated.

- 6.6 The Client acknowledges and agrees that any modifications or extensions of the FAIR Wizard (or any part thereof) of any kind may be carried out exclusively by the Provider unless the Parties agree otherwise. For the avoidance of doubts, the Parties agree that the Provider shall own all ownership and intellectual property rights to any and all modifications or extensions of the FAIR Wizard (or any part thereof) of any kind.
- 6.7 The Client acknowledges that the FAIR Wizard may include third-party software code or components (such as frameworks, libraries, modules, application interfaces, tools, graphic objects, etc.) protected by such third party's intellectual property rights.

7. FEES FOR THE SERVICES

- 7.1 In consideration of the Services provided (access and use of the FAIR Wizard and its functions and features) by the Provider to the Client under the Agreement, the Client shall pay to the Provider fees according to the Order Form, unless agreed otherwise in writing. The Provider may, on a case-by-case basis, discount the fees at its sole discretion.
- 7.2 Unless agreed otherwise in the Order Form, the fee charged for the Services shall be charged by the Provider and paid by the Client yearly at the beginning of each 12-month billing period of using of the FAIR Wizard (the "**Billing Period**").
- 7.3 For the purpose of calculation of the fee, the Client shall indicate in the Order Form or notify the Provider without undue delay after the signing of the Order Form the number of the FAIR Wizard Client Accounts and the FAIR Wizard User Accounts to be created and used by the Client in the immediately following Billing Period. Unless agreed otherwise in the Order Form, the total amount of the fee applicable to each Billing Period shall be calculated as the product of (i) the number of the FAIR Wizard Client Accounts and the FAIR Wizard User Accounts to be created and used by the Client in the respective Billing Period and (ii) the respective agreed fee per one FAIR Wizard Client Account and FAIR Wizard User Account applicable to the respective Tier ordered by the Client, as specified in the respective Order Form.
- 7.4 In case the Client wishes to increase the number of the FAIR Wizard Client Accounts or the FAIR Wizard User Accounts during a Billing Period beyond the pre-paid number of the FAIR Wizard Client Accounts or FAIR Wizard User Accounts in the given Billing Period, the Provider shall charge and the Client shall pay for such additional FAIR Wizard Client Accounts or FAIR Wizard User

Accounts an additional fee, which shall be calculated in accordance with Article 7.3 and proportionally reduced to correspond to the number of calendar months (including incomplete calendar months) remaining until the end of the given Billing Period.

- 7.5 Unless agreed otherwise between the Parties in writing, the Client is entitled to decrease the number of the FAIR Wizard Client Accounts or FAIR Wizard User Accounts that have been pre-paid for a particular Billing Period only with effect from the beginning of the immediately following Billing Period, i.e., the Client is not entitled to request any refunds in case the Client does not use any of the FAIR Wizard Client Accounts or the FAIR Wizard User Accounts that have been pre- paid for a particular Billing Period.

8. PAYMENT CONDITIONS

- 8.1 The Client shall pay all fees and due amounts to the Provider either based on an invoice issued by the Provider or, if such an option is available, by debit or credit card.
- 8.2 In case of payment based on invoices, the following rules shall apply:
- 8.2.1 All invoices issued by the Provider under the Agreement shall contain all information required by the relevant law for tax documents.
- 8.2.2 The Parties agreed that all payments pursuant to the Agreement shall be due 14 days from the date of delivery of the invoice.
- 8.2.3 The Client shall pay the fee for the Services and any other payment via bank transfer to the bank account specified by the Provider in the invoice. Payment is considered as paid when credited to the bank account specified in the invoice.
- 8.3 In case of payment by debit or credit card, the following rules shall apply:
- 8.3.1 The Client may use only such types of debit and/or credit cards that are explicitly permitted by the Provider and registered by the Client in the FAIR Wizard Client Account.
- 8.3.2 Upon initial registration of debit or credit card in the FAIR Wizard Client Account, the Client may see a pending charge as part of the authorization confirmation process. This is not a charge and is used to confirm bank account authenticity.
- 8.3.3 The Provider is not responsible for any fees or charges that Client's bank or card issuer may apply. The Client acknowledges that the Client may be charged local tax, if applicable.
- 8.3.4 If the payment method is declined, the Provider will attempt to process the charge until the transaction is approved. If the Provider is unable to complete the transaction, the Provider may contact the Client to update its account information.

- 8.3.5 The Provider may use a third-party service provider for payment services (e.g., credit card transaction processing, merchant settlement, and related services). By registering the debit or credit card in the FAIR Wizard Client Account, the Client authorizes the Provider to charge the Client's payment provider. Furthermore, the Client consents to provide and authorize the Provider's third-party service providers to share any information and payment instruction the Client provides to the extent required to complete payment transactions in accordance with the Terms and Agreement, including personal, financial, card payment, and transaction information.
- 8.3.6 The Parties agreed that all payments pursuant to the Agreement shall be charged to the respective debit or credit card (or any of them in case the Client registered more than one debit or credit card) when such fees and charges become due in accordance with clause 7.3.
- 8.4 If the Client fails to make any payment in time, it undertakes to pay to the Provider default interest in the amount of 0.05% of the due amount per each day until the outstanding amount is fully paid.
- 8.5 In case the Client is in default with payment of any invoice by more than 30 days, the Client shall be considered as having committed a material breach of the Agreement and the Provider is entitled to restrict or suspend the provision of the Services until all the outstanding amounts are duly paid.
- 8.6 The Client acknowledges that if a physical attendance of the Provider's experts on the premises of the Client or other places as the Client may require is necessary, the Client shall be obliged to bear the costs connected with such attendance, e.g., travel costs. The Provider will communicate to the Client an estimation of such costs in a reasonable advance and reserve a right to postpone the provision of the Services until the cost estimation is approved in writing by the Client.
- 9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES**
- 9.1 The Client undertakes to provide all the assistance and cooperation required by the Provider in order to provide the Services and allow the Client to use the FAIR Wizard, including without limitation the provision of accurate and complete Client Data and other information and documentation relating to the provision of Services. The Provider shall not be in delay with the provision of the Services to the extent in which the Client failed to provide necessary assistance and cooperation according to the previous sentence; in particular, the Provider shall not be liable for the provision of the Services to the extent in which the Client failed to provide the Provider with timely, accurate and complete Client Data necessary for the provision of the Services, including providing the data in required format allowing the data to be processed in the FAIR Wizard.
- 9.2 The Client is aware of the fact and acknowledges that the ability to use the Services and the FAIR Wizard also depends the following conditions, for the fulfilment of which the Provider is not liable:

- 9.2.1 availability of the Client's or User's internet connection (including a back-up internet connection) with sufficient capacity for the provision of the Services;
 - 9.2.2 due functioning of the equipment or device used by the Client or Users when using the Services (software, hardware etc.);
 - 9.2.3 due functioning of the internet connection between the Client or the Users and the data center from where the Services are provided; and
 - 9.2.4 provision of due cooperation by the Client and the Users.
- 9.3 The Client is further obliged to:
- 9.3.1 use the FAIR Wizard exclusively in accordance with the purpose designated by the Provider, particularly for the Client's own purpose as specified in the Agreement (see clause 4.2 above);
 - 9.3.2 use the Services and the FAIR Wizard in accordance with the Agreement, including the Terms;
 - 9.3.3 comply with all legal regulations related to the Client's activities and the use of the FAIR Wizard;
 - 9.3.4 use the FAIR Wizard only in a manner that complies with all applicable laws in the jurisdiction in which the Client and Users use FAIR Wizard, including but not limited to, applicable restrictions concerning copyright and other intellectual property rights. In this connection, but without being limited to, any use of the FAIR Wizard must not violate any sanctions or embargoes imposed on countries by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations;
 - 9.3.5 refrain from using the FAIR Wizard in any countries and territories which are subject to sanctions or embargoes imposed by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations;
 - 9.3.6 use the FAIR Wizard only in a manner that shall not violate the Provider's rights or any third-party rights;
 - 9.3.7 refrain from modifying, altering, processing, or otherwise interfering with the FAIR Wizard, any of its part, or its source code, including decompiling, disassembling, or reverse engineering the FAIR Wizard, including refraining from any conduct that would allow any third party to do so;
 - 9.3.8 refrain from any conduct that would cause removing, modification, obscuring, translation or reproduction of the FAIR Wizard;
 - 9.3.9 not transfer, assign, sell, license, sublicense, lease, rent, distribute, disclose, permit access to, export or re-export or make otherwise available the license provided under the Agreement or the FAIR Wizard to any third party, whether for profit or without charge. This does not affect the right of the Client to allow access to and use of the FAIR Wizard to individual Users

under the FAIR Wizard Client Account and the FAIR Wizard User Accounts in accordance with the Agreement;

- 9.3.10 implement and maintain industry-standard security processes (including reasonable technical, administrative and physical safeguards) designed to keep all access codes to the FAIR Wizard confidential and to prevent unauthorized use of or unauthorized access to the FAIR Wizard;
- 9.3.11 refrain from any conduct (including allowing any third party to do so) that would cause building a similar or competitive product of the FAIR Wizard; and
- 9.3.12 inform the Provider about any unauthorized use of or unauthorized access to the FAIR Wizard and ensure timely invalidation/replacement of the potentially or actually compromised access codes.
- 9.4 Without an explicit prior written consent of the Provider, the Client shall not, and will not permit any third-party to: (a) use the Derivative Data and/or Provider Data or provide access to the Provider Data and/or the Derivative Data to any third party; (b) remove, modify, or obscure any copyright or proprietary notices contained in the FAIR Wizard, the Derivative Data, and/or Provider Data; (c) access or use the FAIR Wizard to circumvent or exceed the FAIR Wizard account limitations or requirements; (d) obtain unauthorized access to the FAIR Wizard (including without limitation permitting access to or use of the FAIR Wizard via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized users); (e) use the FAIR Wizard, the Derivative Data, and/or the Provider Data in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (f) publish, post, upload or otherwise transmit any data via the FAIR Wizard that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (g) transmit spam, chain letters, or other unsolicited communications via the FAIR Wizard; (h) interfere with or compromise the system integrity or security of the FAIR Wizard or any systems running the FAIR Wizard; or (i) take any action that imposes, or may impose, at the Provider's sole discretion, an unreasonable or disproportionately large load on the Provider's infrastructure.
- 9.5 The Client shall indemnify the Provider without undue delay for all harm (including lost profit) suffered by the Provider as a result of the breach of the Client's obligations and limits pursuant to clause 9.3 and 9.3.12 above.
- 9.6 The Client shall notify the Provider without undue delay of any infringement of the Provider's intellectual property rights or rights in relation to the FAIR Wizard and, upon request, provide the Provider with all available assistance, which may be reasonably requested, in establishing the Provider's claim regarding infringement of rights to the FAIR Wizard or the Provider's other intellectual property rights.

- 9.7 If the Client becomes aware of any legal action already brought or threatened by a third party related to the FAIR Wizard, such as, but not limited to, third-party intellectual property infringement proceedings or patent claims, the Client shall without undue delay, but in any case, within 15 days after it learns of such legal action, notify the Provider of it. Upon the Provider's request, the Client shall enable the Provider to participate in a legal defense against such legal action to the maximum extent permissible by applicable law and provide the Provider with all available and reasonably requested cooperation. The Provider shall, in such case, bear Provider's costs and fees incurred in the course of negotiations with the claimant or legal proceedings.
- 9.8 If the Client fails to notify the Provider or invite the Provider to participate in negotiations with the claimant or legal proceedings pursuant to clause 9.7, the Client shall be deemed to have provided an unconditional and irrevocable waiver of any potential claims against the Provider for the Client's losses, expenses and/or damages arising from legal action against the Client in connection with the FAIR Wizard.

10. USE AND PROTECTION OF DATA

- 10.1 By submitting the Client Data to the Provider, the Client hereby represents and warrants that it has all rights and licenses necessary to provide the Client Data to the Provider (and the Provider's employees, other Provider's coworkers in a similar relationship and contractors in order for them to participate in providing Services) for the purpose of providing Services via the FAIR Wizard. The Client acknowledges and agrees that the Client shall be responsible in the event that any damage or loss of any kind results from the Client's provision of any Client Data that are not owned or controlled by the Client or in respect of which the Client is not authorized to use such data. The Client is solely responsible for the validity, completeness and correctness of the Client Data.
- 10.2 The Client Data provided to be processed and analyzed in the FAIR Wizard must be provided in the format and specification determined by the Provider. Respective information on the required data format and specification is available in the FAIR Wizard Client Account. The Provider shall not be liable for any failure of the Services caused by providing incomplete or inaccurate Client Data or Client data in a different format or specification than required.
- 10.3 The Client remains the sole owner (or authorized user) of the Client Data with all the rights relating to it. The Provider shall have no right to sell, resell, license, sublicense, assign, or otherwise transfer any Client Data provided by the Client without the Client's prior written consent. Notwithstanding the foregoing, the Provider may create, collect, analyze, and use the Derivative Data for purposes of operating, analyzing, improving, or marketing the Services and any related services. If the Provider publishes, shares, or discloses any Derivative Data, such data will be aggregated or anonymized to reasonably avoid identification of the Client and protect the Client's Confidential Information.

- 10.4 The Provider shall implement and maintain industry-standard information security processes (including reasonable technical, administrative, and physical safeguards) designed to prevent unauthorized access to or use or disclosure of the Client Data.
- 10.5 The Provider remains the sole owner of the Provider Data and the Derivative Data with all the rights relating to it. The Client shall have no right to sell, resell, license, sublicense, assign, or otherwise transfer any Provider Data or Derivative Data which it processes during the course of using the Services.
- 10.6 The processing of personal data by the Provider is governed by Privacy Policy which is considered an integral part of these Terms and which is available on the Provider's website <https://fair-wizard.com/privacy-policy>.

11. TECHNICAL ASSISTANCE AND SUPPORT

- 11.1 The Provider agrees to provide the Client and the Users with due technical assistance and support during their proper use of the FAIR Wizard and assistance with content administration. In addition, the Provider shall create and continue to create, during the use of FAIR Wizard, access details for the Users of FAIR Wizard as instructed by the Client. The term "technical assistance and support" includes but is not limited to reasonable phone and email support provided by the Provider to the Client, including technical consultations regarding the administration of FAIR Wizard, including the content thereof, and communication between the Client and the Users on business days from 9 a.m. to 6 p.m. CET.

12. LIABILITY, WARRANTY AND LIMITATION OF LIABILITY

- 12.1 EXCEPT AS EXPRESSLY WRITTEN IN THE AGREEMENT, INCLUDING THE TERMS, THE FAIR WIZARD IS PROVIDED "AS IS", WITHOUT ANY WARRANTY (IN CZECH: ZÁRUKA) GIVEN BY THE PROVIDER. THE CLIENT ACKNOWLEDGES AND AGREES THAT:
- 12.1.1 THE CLIENT IS SOLELY RESPONSIBLE FOR ASSESSING AND EVALUATING THE SUITABILITY OF THE FAIR WIZARD FOR THE CLIENT'S REQUIREMENTS;
- 12.1.2 THE CLIENT SHALL ENSURE THAT THE FAIR WIZARD DOES NOT INTERFERE WITH OTHER COMPONENTS OF CLIENT'S TECHNOLOGY ENVIRONMENT AND THAT IN PARTICULAR, BUT NOT LIMITED TO, ALL COMPUTER HARDWARE AND OTHER SOFTWARE AND FIRMWARE USED IN CONJUNCTION WITH THE FAIR WIZARD IS FREE OF DEFECTS AND DOES NOT ADVERSELY AFFECT THE OPERATION OR PERFORMANCE OF THE FAIR WIZARD;
- 12.1.3 THE CLIENT SHALL BE SOLELY RESPONSIBLE FOR ALL DATA, INCLUDING IN PARTICULAR PERSONAL DATA, AND OTHER CONTENT UPLOADED USING FAIR WIZARD (WHETHER SUCH CONTENT IS UPLOADED BY THE CLIENT, THE USER OR ANY OTHER PERSON OTHER THAN THE PROVIDER) AS WELL AS FOR FULL COMPLIANCE WITH ALL

APPLICABLE LAWS, REGULATIONS AND RIGHTS OF THIRD PARTIES, IN PARTICULAR INTELLECTUAL PROPERTY RIGHTS.

- 12.1.4 THE CLIENT IS SOLELY RESPONSIBLE FOR SELECTION OF PERSONNEL (IN PARTICULAR, BUT NOT LIMITED TO, THE USERS) THAT WILL BE GRANTED ACCESS TO THE FAIR WIZARD, AS WELL AS FOR PROPER USE OF FAIR WIZARD BY AND ANY ACTIONS (OR INACTIONS) OF SUCH PERSONNEL ACCESSING THE FAIR WIZARD;
- 12.1.5 THE CLIENT SHALL HAVE NO REMEDY FOR ANY FAILURE OF THE FAIR WIZARD UNLESS EXPLICITLY AGREED OTHERWISE WITH THE PROVIDER (E.G. IN AN SLA);
- 12.1.6 SUBJECT TO THE APPLICABLE SLA, THE PROVIDER DOES NOT WARRANT THAT THE FAIR WIZARD WILL BE AVAILABLE AT ALL TIMES, UNINTERRUPTED OR ERROR FREE.
- 12.2 TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR PERSONAL INJURY OR ANY INDIRECT DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, LOSS OF REVENUES, LOSS OR CORRUPTION OF DATA, LOSS ARISING FROM BUSINESS OR ACTIVITY INTERRUPTION INCURRED BY THE CLIENT OR ANY THIRD PARTY TO WHICH THE CLIENT PROVIDES SERVICES BASED ON THE FAIR WIZARD IN ACCORDANCE WITH THE AGREEMENT, OR ARISING OTHERWISE FROM USE OR OPERATION OF THE FAIR WIZARD. THE PROVIDER SHALL NOT BE LIABLE FOR MALFUNCTION OF OTHER INFORMATION TECHNOLOGY COMPONENTS USED WITH THE FAIR WIZARD IN THE CLIENT'S INFORMATION TECHNOLOGY ENVIRONMENT OR FOR THE CLIENT NEGLECTING TO MAINTAIN THE FAIR WIZARD (INCLUDING BUT NOT LIMITED TO, FAILURE OF THE CLIENT TO USE THE MOST RECENT VERSION REGARDLESS WHETHER BY INTENT OR OMISSION) OR AS A RESULT OF PROVIDING INCOMPLETE OR INACCURATE CLIENT DATA OR CLIENT DATA THAT VIOLATED ANY THIRD PARTY RIGHTS.
- 12.3 THE PROVIDER SHALL ONLY BE LIABLE FOR ERRORS PREVENTING CLIENT'S STANDARD USE OF FAIR WIZARD, PARTICULARLY FOR MISSING OR NON-FUNCTIONAL FUNCTIONS OF FAIR WIZARD AS DESCRIBED IN THE SOFTWARE DOCUMENTATION AVAILABLE AT [HTTPS://GUIDE.FAIR-WIZARD.COM/](https://guide.fair-wizard.com/).
- 12.4 THE PARTIES AGREED THAT IN ANY EVENT THE LIABILITY OF THE PROVIDER FOR ANY HARM (EXCEPT FOR HARM CAUSED AS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ARISING OUT OF A BREACH OF THE AGREEMENT OR FOR ANY CAUSE WHATSOEVER SHALL BE FOR DIRECT DAMAGE ONLY DUE TO PROVABLE BREACH OF THE PROVIDER'S OBLIGATIONS. IN ADDITION, THE PARTIES AGREED THAT ANY SUCH LIABILITY OF THE PROVIDER (EXCEPT FOR LIABILITY FOR HARM CAUSED AS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) SHALL BE LIMITED TO THE FEE (OR SUM OF THE FEES) ACTUALLY PAID BY THE CLIENT TO THE PROVIDER IN THE CALENDAR YEAR IN WHICH THE ALLEGED DAMAGE OCCURRED; THIS LIMIT SHALL APPLY IN AGGREGATE TO ANY DAMAGE ALLEGEDLY INCURRED BY THE CLIENT IN THE RESPECTIVE CALENDAR YEAR.

13. DISCLAIMER OF WARRANTIES

13.1 INTENTIONALLY OMITTED.

14. CONFIDENTIALITY

- 14.1 The Provider and the Client each agree to retain in confidence all non-public information and know-how disclosed pursuant to or in connection with the Agreement (the “**Confidential Information**”). Confidential Information shall always include (i) the Services, the Derivative Data, the Provider Data, and the terms and conditions of the Agreement as the Provider’s Confidential Information, and (ii) the Client Data as the Client’s Confidential Information. Confidential Information also includes all information regarding the negotiations and performance of the Agreement, all kinds of information recorded orally, in writing, electronically or otherwise, including any notes, records, reports, studies, analyses, proposals, correspondence, lists, databases (mainly regarding products, clients and business cases), software, memory media, specifications, diagrams, audio recordings, compilations, projects, data, copies, records or other documents regarding past, present or future facts, transactions, plans or operations) of which the Parties learn or which they acquire before or during their mutual cooperation.
- 14.2 Each Party agrees to: (a) preserve and protect the confidentiality of the other Party’s Confidential Information; (b) refrain from using the other Party’s Confidential Information except as contemplated in and in compliance with the Agreement; and (c) not disclose such Confidential Information to any third party except to employees, advisers and subcontractors as is reasonably required in connection with the exercise of the Party’s rights and obligations under the Agreement and its fulfilment and only subject to binding use and disclosure restrictions at least as protective as those set forth in the Agreement, including the Terms.
- 14.3 Each Party agrees to immediately notify the other Party of any unauthorized disclosure or use of any Confidential Information and to assist the other Party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested. Notwithstanding the foregoing, either Party may disclose Confidential Information of the other Party which is: (i) already publicly known without breaching the Agreement or any other legal confidentiality obligation; (ii) discovered or created by the receiving Party without use of, or reference to, the Confidential Information of the disclosing Party, as shown in records of the receiving Party; (iii) otherwise known to the receiving Party through no wrongful conduct of the receiving Party, or (iv) required to be disclosed by law or court order, provided that the receiving Party shall provide prompt notice thereof and reasonable assistance to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either Party may disclose any Confidential Information hereunder to such Party’s agents, advisers, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the Parties.
- 14.4 The obligation to maintain Confidential Information as confidential in the sense of this Section 14 survives the expiration of the Agreement by seven years after the expiration.
- 14.5 The Provider shall be entitled to use the Client’s brand, name and general information

on the scope of Services provided as a reference. Such limited use shall not be deemed as breaching the confidentiality obligation above.

15. EFFECTIVE DATE, TERM OF THE AGREEMENT AND TERMINATION

15.1 The Agreement shall become effective as of the Effective Date specified in the Order Form and shall continue in force for the whole Term unless terminated earlier as provided in the Agreement.

15.2 Each of the Parties may terminate the Agreement without liability to the other Party by delivering a written termination notice to the other Party no later than at least 2 months prior to the end of the current Billing Period. In such case, the Agreement terminates based on such termination notice upon the end of the current Billing Period.

15.3 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate the Agreement without liability to the other Party by a written termination notice if:

15.3.1 the other Party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of the breaching Party being notified in writing of the breach;

15.3.2 the other Party becomes insolvent, an order is made or a resolution is passed for the winding-up or liquidation of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of such Party;

15.3.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of such Party, or notice of intention to appoint an administrator is given by such Party or its directors;

15.3.4 the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt;

15.3.5 the other Party ceases, or threatens to cease its activities; or

- 15.3.6 the other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 15.4 For clarity, the Parties have expressly agreed that the obligation of the Client to pay the fees or make other payments pursuant to the Agreement in favor of the Provider with respect to Services provided by the Provider to the Client prior to the termination of the Agreement shall not be affected by the termination of the Agreement.
- 15.5 The termination of the Agreement shall not entitle the Client to any reimbursement of any fees paid to the Provider or any other compensation or discount. Notwithstanding the previous sentence, if the Agreement has been terminated and the Services have not been provided for the entire period for which the Client has prepaid respective fees, and unless the Agreement was terminated due to the Client's material breach of the Agreement (in particular, but not limited, because the Client is in default with payment of any amount according to the Agreement), the Provider shall reimburse to the Client a pro rata portion of the prepaid fees corresponding to the extent in which the Services have not been provided in the respective period of time.
- 15.6 If this Agreement is terminated by either Party, the Client shall immediately discontinue any further use of the FAIR Wizard and upon request enable inspection by the Provider's representatives to verify its compliance with this provision.
- 15.7 In case of termination of the Agreement, upon Client's written request the Provider shall export all Client Data stored within FAIR Wizard into a machine-readable format and hand over such data to the Client. Particular conditions of such handover (incl. time schedule, way of export, expenses) shall be agreed upon by the Parties. The Provider and the Client shall cooperate and provide each other with all reasonably required information and cooperation in order to carry out such handover.

16. FINAL PROVISIONS

- 16.1 The Agreement consisting of the Order Form and these Terms (together with their schedules and appendices and including the Privacy Policy) represents the entire agreement between the Parties, and supersede all prior agreements and understandings, written or oral, with respect to the matters covered by the Agreement, and is not intended to confer upon any third party any rights or remedies hereunder. The Client acknowledges that it has not entered in the Agreement based on any representations other than those contained herein.
- 16.2 No amendment or any other variation of the Agreement shall be effective unless it is in writing and signed (including electronically via on-line means and tools) by the Parties (or their authorized representatives), unless the Agreement, including the Terms provide otherwise (see clause 16 .3 below).
- 16.3 The Provider reserves the right, in its sole discretion, to amend, modify, supplement or otherwise change these Terms at any time and for any reason. The Provider shall inform the Client about any such change at least 30 days in advance of the effective date of the changes, by sending the updated Terms to the Client via e-mail addressed to the Admin User. The Client shall review the information posted on the Provider's website <https://fair-wizard.com/terms-of-service> and in the FAIR Wizard Client Account periodically to stay informed of all announced changes. If the Client does not agree with the announced changes, the Client shall be entitled to terminate the Agreement by delivering a written termination notice to the

Provider before the effective date of the changes. In such a case, the Agreement shall terminate upon expiry of the current Billing Period and the relationship between the Parties for the remaining period shall continue to be governed by the current Terms, i.e., their version before the change. If the Client does not terminate the Agreement in accordance with the above, the Client will be deemed to have agreed with the announced changes and will be bound by them. Any new version of the Terms supersedes their previous version as of the date of effectivity of the new version.

- 16.4 No Party shall be deemed to be in breach of the Agreement for any failure or delay in performing its obligations under the Agreement as a result of an act of Force Majeure or entitled to compensation for any losses or damages caused by the act of Force Majeure.
- 16.5 No failure or delay by a Party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 If any provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable within its original meaning and in accordance with its original purpose. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Agreement. In addition, the Parties shall negotiate in good faith to amend such deleted provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended result of the original provision.
- 16.7 The Agreement shall be governed by the laws of the Czech Republic. The Parties hereby agree that any and all disputes and litigation arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the competent courts of the Czech Republic determined according to the registered office of the Provider.
- 16.8 Neither Party shall, without the prior written consent of the other Party, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 16.9 In the event that the Client's business or a part thereof is transferred, or the Client's business or a part thereof is leased or subleased, this Agreement and the rights and obligations arising out of it shall pass onto the legal successor of the Client only with the prior written consent of the Provider.
- 16.10 In case of discrepancies between the Order Form and these Terms, the Order Form shall prevail.

Annex 1 Service Level Agreement

1. INTRODUCTORY PROVISIONS

- 1.1. This Service Level Agreement (the “**SLA**”) sets forth the Parties’ rights, obligations and remedies with respect to failures of the FAIR Wizard, and forms an integral part of the FAIR Wizard Terms and Conditions (the “**Terms**”) and the Agreement concluded between you as the Client and us, Codevence Solutions s.r.o., as the Provider. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Terms.
- 1.2. This SLA is available only to the Clients irrespective of the tier of FAIR Wizard used. However, the SLA is not available to the Clients that use FAIR Wizard in the trial period.

2. AVAILABILITY OF THE SERVICES

- 2.1. For the purposes of this SLA, the Services shall be considered available as long as (a) the FAIR Wizard performs functions stated by the Provider, and (b) the Client is able to log in to FAIR Wizard relevant service user interfaces (the “**Availability**” and “**Available**”).
- 2.2. This SLA covers FAIR Wizard.
- 2.3. The Provider shall use commercially reasonable efforts to ensure that the Services are Available for the Client’s use according to Service Availability applicable to the respective Tier as follows:

Tier	Service Availability
Basic	90.00 %
Professional	95.00 %
Enterprise	97.00 %

- 2.4. Availability shall be measured each calendar month on the basis of the total number of minutes in such calendar month that the Services were actually Available for the Client’s use and the total number of minutes in such calendar month that the Services should have been Available for the Client’s use in accordance with the following formula:

$$A = \frac{(T - M - D)}{(T - M)} * 100\%$$

where:

A = Availability (in %)

- T = Total number of minutes in a calendar month
- M = Total number of minutes of scheduled maintenance in a calendar month (see Article 2.5 below)
- D = Total number of minutes of Downtime (as defined in Article 2.6. below) in a calendar month

- 2.5. The calculation of Availability shall not include time when the Services were not Available due to routine system maintenance performed during scheduled maintenance of which the Provider has informed the Client in advance.
- 2.6. If the Services are not Available for other reasons than the scheduled maintenance, such time shall be considered as downtime (the “**Downtime**”).
- 2.7. In the event that the Provider breaches Service Availability obligation as set out in Article 2.3 above, the Provider will provide the Client with service credits which the Client shall be entitled to offset against the Fees for any renewed Services. In case the Services are not renewed, the Client shall be entitled to a corresponding refund of the prepaid Fees.
- 2.8. In the event of any fault of FAIR Wizard and the Client notifies the Provider of the fault, the Provider commits to a 2 (two) business days response time.

3. REMEDIES

- 3.1. The remedies stated in this Article 3.1. are the Client’s sole and exclusive remedies and the Provider’s sole and exclusive obligations in case of any failure of interruption of the Services. In the event that the Provider fails to achieve the respective Availability objective in accordance with Article 2.3. above in any given calendar month, the Client shall be entitled to request a service credit (the “**Service Credit**”) equal to the corresponding percentage noted below of one (1) month’s fees for the Services (or their respective part) affected by the Provider’s failure to achieve the respective Availability objective in accordance with Article 2.3. above for the calendar month in which the Availability objective was not achieved. The Parties agreed that the Service Credit shall not in any case exceed 50% of the fees due to the Provider for the respective calendar month.

Service Availability	Basic	Professional	Enterprise
Uptime of $\geq 97.00\%$	No Service Credit	No Service Credit	No Service Credit
Uptime of $\geq 95.00\%$ and $< 97.00\%$	No Service Credit	No Service Credit	10 %
Uptime of $\geq 90.00\%$ and $< 95.00\%$	No Service Credit	15 %	20 %
Uptime of $< 90.00\%$	20 %	30 %	40 %

3.2. Notwithstanding the above, the Client shall not become entitled to any remedy (i.e., no Service Credits will be issued, and an outage will not be considered unavailability for purposes of this SLA) if the Client is late with fulfilling any of its payment obligations either at the time when the outage occurs or at the time when the Service Credit would otherwise be issued. To receive Service Credits, the Client must submit a written request within 20 calendar days after the end of the respective quarter within which there was a calendar month in which the Availability objective was not achieved at the latest, otherwise the Client's right to receive Service Credits with respect to such unavailability will be considered waived.

4. FINAL PROVISIONS

- 4.1. The Provider reserves the right, in its sole discretion, to amend, modify, supplement or otherwise change this SLA in accordance with the Terms at any time and for any reason.
- 4.2. Any new version of this SLA supersedes its previous version as of the date of effectivity of the new version.

Annex 3
FAIR Wizard Plan Price

Ceny bez DPH platné pro objednávku na 48 měsíců

Klient má možnost ukončit kontrakt v době předplatného, nejdříve po 12 měsících provozu. A nejpozději vždy více než 2 měsíce před ukončením ročního cyklu předplatného (do konce července)

Počet aktivních projektů	CZ na 12 měsíců	Počet aktivních projektů	CZ na 12 měsíců
0 - 150	105 400,00 Kč	3551 - 3650	260 510,00 Kč
151 - 250	113 370,00 Kč	3651 - 3750	262 320,00 Kč
251 - 350	121 330,00 Kč	3751 - 3850	264 130,00 Kč
351 - 450	129 300,00 Kč	3851 - 3950	265 940,00 Kč
451 - 550	137 270,00 Kč	3951 - 4050	267 750,00 Kč
551 - 650	145 240,00 Kč	4051 - 4150	269 560,00 Kč
651 - 750	153 200,00 Kč	4151 - 4250	271 370,00 Kč
751 - 850	161 170,00 Kč	4251 - 4350	273 180,00 Kč
851 - 950	169 140,00 Kč	4351 - 4450	274 990,00 Kč
951 - 1050	177 100,00 Kč	4451 - 4550	276 800,00 Kč
1051 - 1150	180 750,00 Kč	4551 - 4650	278 610,00 Kč
1151 - 1250	184 390,00 Kč	4651 - 4750	280 420,00 Kč
1251 - 1350	188 040,00 Kč	4751 - 4850	282 230,00 Kč
1351 - 1450	191 690,00 Kč	4851 - 4950	284 040,00 Kč
1451 - 1550	195 330,00 Kč	4951 - 5050	285 850,00 Kč
1551 - 1650	198 980,00 Kč	5051 - 5150	287 650,00 Kč
1651 - 1750	202 620,00 Kč	5151 - 5250	289 450,00 Kč
1751 - 1850	206 270,00 Kč	5251 - 5350	291 250,00 Kč
1851 - 1950	209 910,00 Kč	5351 - 5450	293 050,00 Kč
1951 - 2050	213 560,00 Kč	5451 - 5550	294 850,00 Kč
2051 - 2150	217 170,00 Kč	5551 - 5650	296 660,00 Kč
2151 - 2250	220 780,00 Kč	5651 - 5750	298 460,00 Kč
2251 - 2350	224 390,00 Kč	5751 - 5850	300 260,00 Kč
2351 - 2450	227 990,00 Kč	5851 - 5950	302 060,00 Kč
2451 - 2550	231 600,00 Kč	5951 - 6050	303 860,00 Kč
2551 - 2650	235 210,00 Kč	6051 - 6150	305 660,00 Kč
2651 - 2750	238 820,00 Kč	6151 - 6250	307 460,00 Kč
2751 - 2850	242 430,00 Kč	6251 - 6350	309 260,00 Kč
2851 - 2950	246 040,00 Kč	6351 - 6450	311 070,00 Kč
2951 - 3050	249 650,00 Kč	6451 - 6550	312 870,00 Kč
3051 - 3150	251 460,00 Kč	6551 - 6650	314 670,00 Kč
3151 - 3250	253 270,00 Kč	6651 - 6750	316 470,00 Kč
3251 - 3350	255 080,00 Kč	6751 - 6850	318 270,00 Kč
3351 - 3450	256 890,00 Kč	6851 - 6950	320 070,00 Kč
3451 - 3550	258 700,00 Kč	6951 - 7050	321 870,00 Kč

Cena se hradí formou předplatného vždy kvýročí zaslání objednávky, tj. k 1. 10. 2024 na periodicitu 12 měsíc, UK v předstihu stanovuje počet aktivních projektů, podle této hodnoty bude stanovena výše předplatného na další období

Pokud v průběhu předplatného klesne počet aktivních projektů, nevzniká tím UK žádný nárok na vrácení poměrné ceny z již uhrazeného časového slotu 12 měsíců (tj. např. v období 1.10. - 30. 9.)

Pokud v rámci předplatného překročí UK počet aktivních projektů, bude dokoupeno a ta vždy v rámci časového slotu 12 měsíců (tj. např. v období 1.10. - 30. 9.)