

## General Service Terms and Conditions

### Definition of Terms

These General Terms and Conditions use terms with the following meanings:

<b>GSTC</b>	These General Service Terms and Conditions in their effective wording.
<b>PROVIDER</b>	Shall mean the companies of the CAMEA Group as specified in the SERVICE AGREEMENT.
<b>MANUFACTURER</b>	Company CAMEA, spol. s r.o., ID 60746220, with registered office at Karásek 2290/1m, Řečkovice, 621 00 Brno, Czech Republic, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Entry no. 18823.
<b>PARTNER</b>	An entity that concludes a SERVICE AGREEMENT with the PROVIDER
<b>ITS</b>	Intelligent Transportation Systems manufactured by the MANUFACTURER. Unless explicitly stated otherwise, it includes both hardware and software.
<b>SERVICE</b>	An authorized ITS service including service works and system support.
<b>SERVICE AGREEMENT or AGREEMENT</b>	A service agreement concluded between the PROVIDER and the PARTNER.
<b>CUSTOMER</b>	A particular ITS operator, an end customer of the SERVICE.
<b>PARTY / PARTIES</b>	The PROVIDER and the PARTNER individually/jointly.
<b>STATION</b>	A place where a particular ITS is physically located.
<b>PRICE LIST</b>	SERVICE price list.
<b>PRICE</b>	The price and other payments for SERVICE or related performance (including e.g. costs associated with PROVIDER'S service operator trip, authorization, training) etc.
<b>FORCE MAJEURE</b>	Circumstances arising from unforeseen and unavoidable emergencies, such as natural disasters, fires, floods, storms, earthquakes, war, hostilities, sanctions by an international organization or a state, sanctions of customs authorities, blockades, insurrections, sabotage, riots, strikes, epidemics and pandemics and other extraordinary circumstances which the PARTIES could not have foreseen or prevented, if these circumstances affect the fulfilment of the obligations arising from the SERVICE AGREEMENT.

## Preamble

The PROVIDER is an exclusive reseller of the ITS. The PROVIDER is a strongly customer-focused company which creates individual and project-oriented customizations of the ITS according to the CUSTOMER's needs and requirements.

The PROVIDER provides three (3) areas for Applications of the ITS as follows:

### Traffic Counting Applications

Traffic Counting Applications are typically dedicated to basic traffic data collection and generating statistics. They e.g. include traffic counters using different sensing technologies (inductive loops, pressure sensors, radars, lidars etc.). These Applications do not include sophisticated camera systems such as ANPR cameras, Make & Model Recognition etc.

### Traffic Measurement Applications

Traffic Measurement Applications are typically dedicated to advanced traffic parameter measurement such as WIM stations for pre-selection etc. These Applications are based on sophisticated measurement and camera systems such as ANPR cameras, Make & Model Recognition etc.

### Traffic Enforcement Applications

Traffic Enforcement Applications are typically dedicated for traffic enforcement such as WIM enforcement, Section Speed Enforcement (SSE) stations etc. These Applications are based on sophisticated measurement and camera systems such as ANPR cameras, Make & Model Recognition etc. and require metrological certification.

The PROVIDER is interested in a high level of the SERVICE available to CUSTOMERS, which will ensure the proper functioning of ITS. For this purpose, the PROVIDER creates a network of PARTNERS, i.e. entities with sufficient experience, expertise, training and qualified personnel who, after obtaining authorization from the PROVIDER, are authorized to cooperate with the PROVIDER to provide the SERVICE to the CUSTOMERS in the agreed territory. The PROVIDER is interested in only such authorized PARTNERS providing the SERVICE to the CUSTOMERS.

## 1 Basic Provisions

### 1.1 Subject of the GSTC

The GSTC regulates in particular mutual rights and obligations of the PARTIES arising from the SERVICE AGREEMENT as well as arising within the framework of the pre-contractual SERVICE AGREEMENT negotiations.

### 1.2 Use of the GSTC

The GSTC is always an integral part of the SERVICE AGREEMENT, regardless of how it was concluded, even if the GSTC is not physically attached to the Agreement. By signing the SERVICE AGREEMENT, the PARTNER confirms that he has got acquainted with the GSTC and complies with them. The PARTNER's or another person's service or business terms and conditions shall under no circumstances be used for the SERVICE AGREEMENT. The parties

may regulate their rights and obligations differently in the SERVICE AGREEMENT, the provisions of the SERVICE AGREEMENT shall take precedence over the provisions of the GSTC.

### 1.3 Form of Legal Proceedings

Should the SERVICE AGREEMENT or the GSTC require a written form for legal proceedings, a paper or an e-mail form shall be used.

### 1.4 Non-Exclusive Cooperation

THE PROVIDER does not grant nor guarantees to the PARTNER the exclusive right to provide a SERVICE. The PROVIDER shall always be entitled to provide a complete SERVICE to third parties himself or through another PARTNER, to conclude a SERVICE AGREEMENT with another PARTNER as well as to authorize another PARTNER.

## 2 Service Agreement

### 2.1 Duration

If the duration of the SERVICE AGREEMENT is not agreed, the SERVICE AGREEMENT is concluded for a definite period of **one (1) year** from the date of its conclusion. The SERVICE AGREEMENT can be terminated by a written agreement of the PARTIES as well as by termination or by a withdrawal of one of the PARTIES.

### 2.2 Automatic Extension of the Duration

If neither PARTY notifies the other Party in writing no later than **two (2) months** before the end of the SERVICE AGREEMENT that it is not interested in its continuation, the duration of the SERVICE AGREEMENT is automatically extended by **one (1) year**. An automatic renewal may occur repeatedly without restrictions.

### 2.3 Termination

The PARTIES may terminate the SERVICE AGREEMENT at any time by a termination without giving a reason. A termination must be submitted in writing. The termination period is **two (2) months** and shall begin on the **first (1st) day** of the calendar month following the month in which the notice was delivered to the other PARTY.

### 2.4 Withdrawal

The PARTIES can withdraw from the SERVICE AGREEMENT only in the event of a material breach of the SERVICE AGREEMENT by one of the Parties or in other cases explicitly mentioned in the SERVICE AGREEMENT. A withdrawal must be submitted in writing. A withdrawal terminates the SERVICE AGREEMENT with effects for the future. A material breach of the Agreement by the PARTNER means in particular a delay of more than **fifteen (15) calendar days** with the payment of any monetary performance to the PROVIDER or a serious or repeated breach of the conditions for providing a SERVICE.

## 3 Authorization

### 3.1 Authorization

An authorization shall represent the permission to provide a SERVICE (PARTNER's Authorization) or to provide specific SERVICE activities according to the Service Levels (Worker's Authorization). Authorizations are granted by the PROVIDER. The PARTNER may grant the Worker's Authorization only if the PARTNER is entitled to do so by the PROVIDER. An authorization is granted by a receipt of an Authorization certificate.

### 3.2 PARTNER's Authorization

A PARTNER shall provide a SERVICE only after he has been authorized by the PROVIDER. The PROVIDER will grant the Authorization to the PARTNER after the PARTNER meets the conditions imposed for this act. The PARTNER shall get acquainted with these conditions by the PROVIDER. The PARTNER's Authorization shall last from the moment of granting it until the Authorization expiration, unless previously revoked by the PROVIDER.

### 3.3 Worker's Authorization

The PARTNER shall be entitled to provide the SERVICE himself or through third parties, but always only by workers authorized to perform the given Service Level. The conditions for obtaining authorization for a given Service Level are described below. The PROVIDER shall have the right, at his discretion, to recognize the previous experience, education or abilities of the worker for the purposes of granting the Authorization to their person.

### 3.4 Worker's Authorization Duration

Worker's Authorization is granted for the period specified on the Authorization certificate, and if the period is not stated on the certificate, then for a period of **two (2) years**. An authorized worker may perform the given Service Level only for the period of the certificate validity. To obtain a certificate for the next period, the worker must undergo training again (and continue to meet the other conditions of the Worker's Authorization). The Worker's Authorization is always tied to the worker and at the same time to the company the worker works for. This, however, does not exclude a self-employed person to be granted the Worker's Authorization. If the worker stops working for the company stated on the Authorization certificate, his Worker's Authorization expires immediately. If the PARTNER's Authorization expires, the Worker's Authorizations of the PARTNER's workers also expire immediately.

### 3.5 Revocation of the Authorization

The PROVIDER has the right to revoke the PARTNER's Authorization or any Worker's Authorization at any time, if the PARTNER or any Worker cease to meet the conditions for granting the Authorization, violate the conditions of providing a SERVICE or do not guarantee a high level of expertise, professionalism and quality of provided services. Revocation of Authorization is at the sole discretion of the PROVIDER.

### 3.6 Training

The PARTNER needs to have enough trained workers in order to be authorized. The sufficient number shall be determined by the PROVIDER. The training of the PARTNER's workers for a specific Service Level is provided by the PROVIDER for the PRICE according to the PRICE LIST. The trainings are carried out at the Provider's registered

office, unless otherwise agreed. If the training is carried out elsewhere, the PARTNER shall reimburse the costs incurred by the PROVIDER with the training in the given place (travel expenses, accommodation, meals, etc.) according to the PRICE LIST. Upon agreement, the training can also be done online. The PARTNER may carry out the training only if entitled to do so by the PROVIDER.

## 4 Service Provision

### 4.1 Proper ITS Functioning Conditions

A regular SERVICE is necessary to ensure proper functioning of the ITS as well as any potential repairs and further development. A regular SERVICE is also a condition for keeping an ITS warranty if provided. Use or maintenance of the ITS in contradiction with the PROVIDER's or MANUFACTURER's manuals and instructions or in contradiction with common usage, using the ITS with incompatible equipment or under inadequate conditions or any other improper use and maintenance of the ITS as well as any service activities or interference with the ITS performed by unauthorized persons will result in warranty termination. The PROVIDER shall not in that case be liable for any ITS defects or any damages incurred because of the above.

### 4.2 Scope of the SERVICE Provided by the PROVIDER

The SERVICE is provided by the PROVIDER to the PARTNER within the scope agreed in the SERVICE AGREEMENT.

### 4.3 Negotiating the SERVICE with the CUSTOMERS

Provision of the SERVICE in its entirety at individual STATIONS will be arranged with the CUSTOMERS by the PARTNER himself, in his own name, on his own account and under his own responsibility. Price of the SERVICE provided by the PARTNER to the CUSTOMER is determined by the PARTNER's agreement with the CUSTOMER.

### 4.4 Station List

The PROVIDER keeps in an electronic form a list of the STATIONS for which the PROVIDER will provide SERVICE according to the scope agreed in the SERVICE AGREEMENT. The PROVIDER will provide SERVICE only for STATIONS maintained in the Station List.

### 4.5 Registration of a New STATION to the Station List

If the PARTNER arranges a new STATION for the provision of the SERVICE, he shall inform within **three (3) calendar days**, unless another period is agreed in the SERVICE AGREEMENT, the PROVIDER in writing and asks him to register the new STATION to the Station List. The PARTNER's request for the STATION registration in the list shall be considered a request for the provision of the SERVICE by the PROVIDER to the agreed scope for the given STATION. The PROVIDER shall inform the PARTNER whether he accepts the request or not. If the PROVIDER accepts the request, he will send the PARTNER an updated Station List. This creates an obligation for the PROVIDER to provide SERVICE and the PARTNER to pay for the given STATION within the agreed scope. If the PROVIDER rejects the request, no obligation arises for the PROVIDER, however, the PARTNER may provide SERVICE at the given STATION under the conditions according to the SERVICE AGREEMENT and GSTC and to the scope to which he provides the SERVICE according to the SERVICE AGREEMENT.

#### 4.6 Deletion of a STATION from the Station List

If the PARTNER ceases to provide SERVICE at the STATION, the PROVIDER shall be informed thereof in writing within **three (3) calendar days**, unless another period is agreed in the SERVICE AGREEMENT, and asked to delete the STATION from the Station List. Deletion of the STATION from the list terminates the PROVIDER's obligation to provide SERVICE for the given STATION within the agreed scope. The PROVIDER will delete the STATION from the list, notify the PARTNER about this act and send him an updated Station List.

#### 4.7 Other Obligations of the PARTNER

The PARTNER is obliged

- a) to adhere to the PROVIDER's and MANUFACTURER's procedures and instructions when providing the SERVICE and to ensure the same with third parties who shall be entitled by the PARTNER to provide the SERVICE;
- b) to ensure that both the PARTNER and the CUSTOMERS to whom he will provide the SERVICE will meet the technical conditions for the provision of the SERVICE;
- c) to introduce a reliable system for receiving and solving the CUSTOMERS' SERVICE requests;
- d) to proceed with professional care and protect the goodwill of the PROVIDER, MANUFACTURER and ITS when providing the SERVICE and related activities (e.g. communication with the CUSTOMERS)
- e) to reimburse the PROVIDER for all costs associated with SERVICE trips (travel, meals, accommodation etc.) of the PROVIDER's workers outside the PROVIDER's registered office when such intervention is necessary to perform the SERVICE.

#### 4.8 PARTNER'S Responsibility for the SERVICE

The PARTNER bears all responsibility for any ITS defects or damages resulting from the SERVICE provided by the PARTNER. If particular SERVICE performed by the PROVIDER is provided to the CUSTOMER through the PARTNER, the PARTNER bears responsibility for the proper provision of the outcomes of such a SERVICE to the CUSTOMER (e.g. for the installation).

#### 4.9 Performance of the PROVIDER's Obligations

The PROVIDER can perform his obligations arising out of the SERVICE AGREEMENT also through third parties or together with third parties, in particular other companies of the CAMEA Group. This also applies to the SERVICE, which is provided exclusively by the PROVIDER. The PROVIDER will usually perform the SERVICE online by remote access to ITS. The PARTNER is obliged to provide the PROVIDER with this access without undue delay.

#### 4.10 Postponement or Suspension of the PROVIDER's Performance

In case of PARTNER's delay with any payment to the PROVIDER arising out of or in connection with the SERVICE AGREEMENT, the PROVIDER shall have the right to postpone (if not yet commenced) or suspend (if already commenced) all performance under the SERVICE AGREEMENT.

#### 4.11 Protection of the PROVIDER's Intellectual Property

ITS Software as well as any of its modifications (especially Updates and Upgrades) are the subject of intellectual property that belongs to the PROVIDER or which the PROVIDER is entitled to handle, and the PARTNER undertakes to protect it. The PARTNER has the right to use the Software only within the scope and in the manner necessary to perform the SERVICE provided by him. Any interventions in the Software, any changes or modifications thereof

are strictly prohibited, unless the PARTNER is granted PROVIDER's permission to do so for a specific case. The PROVIDER has the right to provide at his own discretion all the software modifications (in particular Updates and Upgrades) in any form to other PARTNERS and CUSTOMERS, even if the modifications have been developed at the request of the PARTNER, without the PARTNER being entitled to any compensation arising therefrom.

#### **4.12 Service Levels**

The SERVICE is divided based on the nature and complexity of specific SERVICE activities and qualification required for the performance into the below described Service Levels, Updates and Upgrades. Updates and Upgrades being kept outside the Service Levels. In case of any doubt as to which Service Level a particular SERVICE activity falls under or whether it is an Update or Upgrade, the PROVIDER shall decide.

### **5 Service Levels**

#### **5.1 Service Level 0 (Basic Maintenance)**

##### **5.1.1 Subject**

The Service Level 0 shall in principle include regular cleaning and maintenance of the system components and the road, electrical revisions and on-site calibration assistance, etc. Examples of SERVICE activities included in the Service Level 0 are given in an Annex of the SERVICE AGREEMENT.

##### **5.1.2 Performance Conditions**

In order to carry out these SERVICE activities, the workers must be authorized for Service Level 0. Service Level 0 training is required for the worker to be authorized to perform Service Level 0.

#### **5.2 Service Level 1 (Standard Maintenance)**

##### **5.2.1 Subject**

The Service Level 1 shall in principle include identification and exchange of faulty hardware components, basic fault diagnostics and analysis, communication with CUSTOMERS, system status monitoring etc. Examples of SERVICE activities included in the Service Level 1 are given in an Annex of the SERVICE AGREEMENT.

##### **5.2.2 Performance Conditions**

In order to carry out these service activities, the workers must be both (1) authorized for Service Level 0 and (2) authorized for Service Level 1 by the PROVIDER or PARTNERS while a previous experience is required including relevant civil, electrical and computer engineering education and practice, advanced installation and maintenance skills etc. and Service Level 1 training.

#### **5.3 Service Level 2 (Advanced Maintenance)**

##### **5.3.1 Subject**

The Service Level 2 shall in principle include remote on-line diagnostic and investigation, analyzing possible problems, solving problems not having been resolved at Service Levels 0 and 1, basic changes to system configurations, remote support for system calibration etc. Examples of SERVICE activities included in the Service Level 2 are given in an Annex of the SERVICE AGREEMENT.

### 5.3.2 Performance Conditions

In order to carry out these service activities, the relevant personnel must be both (1) authorized for Service Level 0 and (2) authorized for Service Level 1 with a sufficient experience as well as (3) authorized for Service Level 2 by the PROVIDER or PARTNERS while a previous experience is required including relevant civil, electrical and computer engineering education and practice, advanced installation and maintenance skills etc. and Service Level 2 training.

## 5.4 Service Level 3 (Expert Maintenance)

### 5.4.1 Subject

The Service Level 3 shall in principle include solving complex issues, solving and addressing unknown issues and failures and performing advanced changes to system setup and configuration which are out of scope and expertise of Service Level 2. Examples of SERVICE activities included in the Service Level 3 are given in an Annex of the SERVICE AGREEMENT.

### 5.4.2 Exclusivity of the PROVIDER

Only the PROVIDER can provide Service Level 3.

## 6 Updates and Upgrades

### 6.1 Updates

#### 6.1.1 Subject

Updates include minor ITS software modifications, typically bug fixes, minor ITS improvements (minor adjustments to classification schemes, additional DB aggregations etc.). The PROVIDER may decide that other software modifications will also be provided as an Update even if it has previously been provided to any other PARTNER or CUSTOMER as an Upgrade.

#### 6.1.2 Exclusivity of the PROVIDER.

Only the PROVIDER can provide Updates.

#### 6.1.3 Provision of the Updates

Unless otherwise specifically agreed in the SERVICE AGREEMENT or individually afterwards, Updates are not provided automatically. The PARTNER must separately negotiate their provision with the PROVIDER and pay the PRICE for the provision of the Updates according to the PRICE LIST. However, for the duration of the ITS warranty period, Updates consisting solely of bug fixes will be provided free of charge without the need for special arrangement. Other Updates are subject of charge even during the warranty period and must be negotiated separately.

#### 6.1.4 Software without Updates

For the provision of any ITS software modification (in particular Updates and Upgrades) as well as for any intervention in the Software, the Software must be up-to-date, which will only be ensured if the PARTNER agrees and properly pays the PRICE for the provision of the Updates. Without the Updates no maintenance nor support regarding the software will be provided. In such a case the ITS Software will work as-is and will not be updated. If the PARTNER requests an Update, Upgrade or any other software modification or intervention, the full software Update to the latest software version will be necessary. The PARTNER will have to pay for it to the PROVIDER the

full new ITS software PRICE for the whole period (each commenced year), during which the Updates had not been provided.

## 6.2 Upgrades

### 6.2.1 Subject

Upgrades include in particular development of new ITS functionality as well as extensions of existing functionality (e.g. custom backups, data visualization applications, new data export formats, new communication protocols etc.).

### 6.2.2 Provision of the Upgrades

Upgrades are provided solely at the request of the PARTNER, based on which the PARTIES shall negotiate specific parameters of the Upgrade and the terms of its provision including the PRICE or e.g. necessary hardware upgrades. If the PRICE is not agreed individually for the given Upgrade, it will be calculated according to the hourly rate for development works stated in the PRICE LIST.

## 7 Service Procedure

### 7.1 Service Desk

Any requests for SERVICE activities need to be communicated with the PROVIDER in written form only. The following e-mail addresses need to be copied:

**international@camea.cz, support@camea.cz**

### 7.2 Service Procedure

To perform Service Level 3 the following procedure is required:

1. To start solving a problem, the PARTNER will send a written Service Request by e-mail to the Service Desk of the PROVIDER.
2. The PROVIDER will analyze the problem within a defined number of business days depending on the severity level of the problem (minor – **three (3) days**, standard – **two (2) days**, urgent – **one (1) day**). Based on this analysis, the PROVIDER will send the respective Service Ticket back to the PARTNER with a filled proposal for a possible technical solution and an estimation of the time it will take to solve the problem.
3. The PARTNER either accepts or rejects the proposal, or updates/specifies the requirements so that the PROVIDER can effectively address them.
4. If the PARTNER accepts the proposed method of solving the problem and the estimated solution time, he will notify the PROVIDER of this in the respective Service Request. Subsequently, the PROVIDER initiates the appropriate SERVICE activities without undue delay.
5. The PROVIDER shall notify the PARTNER of the Service Request settlement via e-mail. Any objections to the settlement of the SERVICE Request shall be raised by the PARTNER via e-mail at the SERVICE Desk of the PARTNER within **7 (seven) calendar days** from the date on which the PARTNER was notified by the PROVIDER of the SERVICE Request settlement. Objections raised later will not be taken into account by the PROVIDER.

### 7.3 Service Level 2 Procedure

The above-described Service Procedure also applies to Service Level 2 if it is performed by the PROVIDER.

### 7.4 Priority and Order of Service Requests

The PROVIDER reserves the right to decide the priority and order of Service Requests.

## 8 Spare Parts

The PARTNER should keep the Spare Parts of the ITS hardware on stock to be able to quickly react on its possible failure. This stock should be updated accordingly to the amount of the ITS delivered by the PROVIDER and also to the amount used for repairs etc. ITS failure shall be reported to the PROVIDER and if applicable sent for diagnostics. The recommended number of Spare Parts is typically 10% of the delivered ITS but is subject to mutual agreement. Spare Parts supplies and their conditions shall be agreed individually based on particular PARTNER's requests for the Spare Parts.

## 9 Availability

The PROVIDER shall provide a support team consisting of sufficiently qualified support technicians to be available Monday to Friday between 08:00 and 17:00 (Central European Time, CET) excluding public holidays in the Czech Republic. The SERVICE can be provided outside of these general business hours based on agreement, however higher fees might be charged.

## 10 Price And Payment Conditions

### 10.1 PRICE LIST

For the provision of the SERVICE, the PARTNER shall pay the PROVIDER PRICES according to the current PRICE LIST. If the PRICE in a particular case is not specified in the PRICE LIST, the PRICE shall be negotiated on an ad hoc basis. If no PRICE is agreed, the PRICE at the place and time customary shall be paid.

### 10.2 STATION based SERVICE

The SERVICE provided by the PROVIDER is always tied to a specific STATION and thus the PARTNER shall pay for each individual STATION separately. In particular, this means that the SERVICE provided and paid for one individual STATION cannot be used for another STATION unless the PROVIDER decides otherwise.

### 10.3 Change of PRICE LIST

The PROVIDER has the right to change the PRICE LIST without prior notice at any time. The new PRICE LIST shall be sent to the PARTNER by the PROVIDER stating the effective day of it in an electronic form at least **thirty (30) calendar days** prior to the date on which new version of the PRICE LIST shall come into force. Should PARTNER not agree with a new PRICE LIST, the PARTNER can withdraw from the SERVICE CONTRACT and article 2.3 of this GSTC applies. Shall the PARTNER express the wish to terminate the contract, the PRICE LIST valid at the time shall be used until the termination date. In all other cases the new PRICE LIST shall be used from the date specified within.

### 10.4 Maturity, Invoicing

The PROVIDER shall furnish the PARTNER with an invoice. One invoice can be issued for payments related to multiple STATIONS. The payment shall become mature by the date as specified in the invoice.

## 10.5 Form of Payment

The PRICE shall be forwarded to the PROVIDER by a direct debit to the account as specified on the invoice or in the SERVICE AGREEMENT. The PARTNER shall bear all the fees connected with the payment. Any PARTNER's objections to the invoicing do not affect the maturity of the payment invoiced or the PARTNER's duty to pay. The invoice is paid only when the full amount of the money owed is credited to the PROVIDER'S account.

## 10.6 Penalty Clause

In the event of delay by the PARTNER in payment of the PRICE or part thereof, the PARTNER shall pay to the PROVIDER a contractual penalty of 0.1% of amount due for each day of delay. Such a penalty is payable upon receiving summons from the PROVIDER. Payment of the contractual penalty shall not prevent the PROVIDER from any claims for compensation for damages or non-pecuniary loss in full.

## 11 Exclusion Of Liability

### 11.1 Exclusion of Liability

The PROVIDER is liable for any and all possible claims for damages up to the PRICE of ITS as supplied for a concrete STATION. The PROVIDER shall not be liable for any subsequent or secondary damage.

### 11.2 Force Majeure

Should a force majeure situation occur, the PARTIES are not liable for any damages caused by such occurrence. Fulfilment of obligations of either PARTY is postponed for the duration of such occurrence. Each PARTY shall inform the other party of such occurrence within **three (3) calendar days**, otherwise force majeure event cannot be invoked.

## 12 Final Provisions

### 12.1 Applicable Law

Both the GSTC and the SERVICE AGREEMENT shall be governed by and construed in accordance with the laws of the Czech Republic applicable to contracts made and to be performed within the Czech Republic.

### 12.2 Jurisdiction Clause

All disputes arising out of or in connection with the SERVICE AGREEMENT including pre-contractual negotiations as well as disputes about conclusion and validity of SERVICE AGREEMENT shall be resolved exclusively by the courts of the Czech Republic. Local jurisdiction of the Municipal court in Brno is agreed if the case is to be resolved in the first instance by a district court. If the case shall be resolved in the first instance by a regional court local jurisdiction of the Regional court in Brno is agreed.

### 12.3 Language

Shall the SERVICE AGREEMENT be concluded in multiple languages the Czech language version shall prevail. In case the SERVICE AGREEMENT is not concluded in Czech language, the English version shall prevail. This rule applies to GSTC as well.

#### 12.4 Changes to the GSTC

The PROVIDER reserves the right to change the GSTC at any time. The SERVICE AGREEMENT is being governed by the GSTC as amended at the time of execution of such an agreement. Should a new version of the GSTC apply to an existent SERVICE AGREEMENT, the PROVIDER shall inform the PARTNER from which date the new version of the GSTC is applicable. The PROVIDER shall provide the PARTNER the new version of the GSTC at least **thirty (30) calendar days** before the new version of the GSTC comes in force. Should the PARTNER not agree with the new version of the GSTC, he is entitled to terminate the SERVICE AGREEMENT. Should the PARTNER express the wish to terminate the contract, the GSTC valid at the time shall remain for such a case until the termination date. In all other cases the new GSTC shall be used from the date specified within.

#### 12.5 Publication

The GSTC shall be published at <https://www.cameatechnology.com/data/files/cameatechnology-gstc-20210614.pdf>.

#### 12.6 Effective Date

The GSTC shall come into force on June 14, 2021.