

GENERAL TERMS AND CONDITIONS OF PROJECT REALIZATION

of the company ADAstra, s.r.o., with its registered office at Benešovská 1926/8, 101 00 Praha 10, contact address: Nile House, Karolinská 654/2, 186 00 Praha 8 – Karlín, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 79377 (hereinafter referred to as the “supplier”).

Article I. Contractual Relationship

1. These General Terms and Conditions (hereinafter referred to as the “GTC”) of the supplier govern mutual rights and obligations of the supplier and its customers (hereinafter referred to as the “customer”) in relation to all offers, orders, deliveries and contracts concluded between them, unless otherwise agreed between the parties in writing.
2. For the purposes hereof, the contractual documents mean namely accepted offers, accepted orders, contracts or particular agreements (hereinafter referred to as the “Contractual documents”) which are the basis for the contractual relationship between the supplier and the customer.
3. Unless otherwise stated in particular offer, the supplier’s offers are valid for 60 days. The offer is considered the Contractual document as of its acceptance by the customer, unless otherwise expressly agreed between the parties.
4. All orders become binding for the supplier as of the written confirmation of their acceptance by the supplier.
5. In case of any contractual relationship between entrepreneurs, it is presumed that the other party became acquainted with these GTC and the provisions hereof are unambiguous for it.

Article II. Subject of Performance

1. Based on the Contractual documents, the supplier shall deliver to the customer products and services to the extent specified in the Contractual documents. Products and services may consist of separate or several consecutive partial performances (hereinafter referred to as the “Performance”). In particular:
 - a) analysis and/or
 - b) delivery and implementation of software created by the supplier, including related activities and project management (hereinafter referred to as the “Deliverables” or “Work”) and/ or
 - c) training and/or
 - d) post-implementation support services (hereinafter referred to as the „Support services“) and/or
 - e) delivery of third party products (namely hardware, software of third parties and licences for its usage, maintenance and support of standard software products) and/or
 - f) other services – e.g. provision of supplier’s services based on spent Time and Material.
2. The specification of the subject of Performance shall be included in relevant Contractual documents.
3. The parties acknowledge that the specification of the subject and final time schedule of Performance depend on the results of analysis and therefore may be specified later after analysis is finished. In such case, the detailed specification of the subject of Performance shall be drawn up together with analysis, which shall comprise the features of the subject of Performance that are subject to acceptance tests, including a follow-up to the time schedule. The supplier shall hand-over the detailed specification to the customer for comments. The comments of the customer shall be incorporated in the detailed specification, subject to approval of both parties. Should the customer fail to submit reasoned comments within 14 days as of the receipt, the detailed specification shall be deemed to have been approved by the customer and shall become a binding part of the Contractual documents and the Performance shall be provided in accordance with such detailed specification.
4. The supplier undertakes to pay for the Performance specified in the Contractual documents the price according to these GTC and relevant Contractual documents.

Article III. Deadlines and Place of Performance

1. The detailed time schedule of Performance will be based on the offer of the supplier and shall form a part of Contractual documents. The parties take note of the need to change the schedule of Performance if the Contractual documents which are the basis for the Performance have been executed prior the acceptance of the analysis or detailed specification by the customer, and if the scope of Performance exceeds or changes the anticipated Performance according to the relevant Contractual documents. Any Performance shall take place during business days and business hours of the supplier (9 AM – 5 PM), unless otherwise expressly agreed between the parties in the Contractual documents.
2. The place of Performance is the place of business of the supplier (contact address), unless otherwise stated in the Contractual documents.
3. If the customer fails to provide the supplier with all due and timely cooperation according to the Contractual

documents, the supplier is entitled to extend the deadlines for the Performance by a period of at least the number of business days for which the supplier was unable to perform properly. Such deadline extension does not constitute a breach of any Contractual document from the supplier. This is without prejudice to the supplier's claim for reasonable additional costs and damages incurred.

Article IV. Prices

1. The prices in the offers or other Contractual documents are exclusive of VAT that shall be added in the amount stipulated by applicable law.
2. The customer undertakes to pay reasonable expenses or additional costs incurred by the supplier in connection with the Performance, including the travel expenses outside of Prague, unless otherwise stated in the contractual documents. The amount and specification of such costs incurred will always be listed separately on invoices.
3. Should the supplier provide the customer with services or products that do not form a part of the Performance (the extra works) according to the Contractual documents, the customer is obliged to pay for such deliverables the price determined on the basis of the unit prices stated in the supplier's price list valid on the date of provision of services or products.
4. The parties agree that the supplier is entitled to adjust the prices of the repeating Performance and the Performance based on hourly or daily rates yearly by the inflation rate stipulated by Market Services Price Index in the production sector as of the same month of the previous year according to the official communication of the Czech Statistical Office. This adjustment can be made after 12 months of the offer submission at earliest.

Article V. Payment Terms

1. The payment terms for analysis, Deliverables and other services shall be listed in the offer or relevant Contractual documents.
2. The price for training shall be paid by the customer to the supplier based on the invoice – tax document issued by the supplier after the training provision.
3. The price for Support services shall be paid by the customer to the supplier in advance on a quarterly basis in the amount resulting from the Contractual documents. Right to issue an invoice – tax document arises to the supplier on the first day of the calendar quarter for which the Support services are invoiced.
4. The customer shall pay the supplier for the delivery of third party products the price based on the invoice – tax document issued by the supplier in accordance with billing and payment terms of the relevant third party.
5. The price for services which is determined based on the Timesheet (defined in Article VI. para. 15 below) shall be paid by the customer to the supplier on the basis of the invoice – tax document issued monthly in arrears. For VAT purposes, the date of taxable supply shall be the last day of the month for which the Timesheet is issued.
6. Any invoice issued by the supplier will become due within 30 days as of its delivery to the customer. VAT shall be invoiced in the amount stipulated by applicable law. The invoice shall be deemed delivered on the second (2) business day of its dispatch to the address of the customer. The tax document must contain all legal requisites prescribed by applicable law. Should not the invoice have all requisites and for these reasons the customer refuses to pay the invoice in due time, the customer is obliged to return the invoice to the supplier within 5 days of its receipt together with information stating the defects of the invoice.
7. In case of delay of the customer's payment on the invoice, the customer is obliged to pay the supplier late interest of 0.05 % of the outstanding amount of price for each commenced day of delay.

Article VI. Hand-over and Acceptance Terms

Acceptance of Work

1. After completion of Work or any other Performance (for the purposes of this Article VI. together hereinafter referred to as "Work") and necessary tests performed by the supplier to check the fundamental functionality of the Work, the supplier shall invite the customer to accept the Work.
2. Immediately after hand-over of the Work for acceptance from the supplier to the customer, the protocol about hand-over for acceptance shall be signed by both parties.
3. Should the customer's representative not attend the hand-over of the Work for acceptance on the day agreed in a time schedule and on the agreed place, for serious and in writing announced reasons, the supplier shall set the second hand-over date for acceptance of the Work. The period between the first and second hand-over date shall be deemed the customer's delay. Should the customer's representative not attend even the second hand-over or should the customer fail to announce in advance the serious reasons for not attending the first hand-over term, the Work shall be deemed to have been duly handed-over for acceptance (testing). In this case, the protocol of hand-over of the Work for acceptance will be signed by the supplier. Such hand-over protocol is in all respects equivalent

to protocol signed by both parties. The customer shall reimburse the supplier for all costs incurred in connection with suspension or repetition of the hand-over of the Work for acceptance.

4. After signing the protocol of hand-over of the Work for acceptance, the customer shall perform acceptance procedure (testing) lasting for a period of 7 days, unless otherwise stated in the Contractual documents.
5. In the event of a defect occurring in the Work during the acceptance procedure, the customer shall, no later than the second business day after performance of such test and discovery of any defect on the Work, deliver to the supplier a written report with list and description of any discovered defect, whereby the supplier will take all steps to remedy the defect promptly. A defect means any disparity with the relevant project documentation according to the Contractual documents. If the Work meets the requirements of Contractual documents, a representative of the customer shall confirm, no later than the last day of the acceptance procedure period, the protocol of acceptance of the Work (the acceptance protocol).
6. Minor defects that have no or little effect on the operational use of the Work as a whole will not create a ground for refusal of the Work acceptance. The supplier will undertake in the acceptance protocol to correct these defects as quickly as possible. The Contractual documents may specify the scope and number of defects that will not interfere with the acceptance of the Work.
7. If, for no reason caused by the supplier, the customer fails to confirm the acceptance of Work protocol, nor does it duly reject the acceptance with providing reasons within 3 days as of the final day of acceptance period, the supplier's representative is entitled to issue and sign the acceptance of Work protocol, whereby the Work is deemed accepted by the customer on the basis of such acceptance protocol. This acceptance protocol is in all respects equivalent to a mutually agreed acceptance protocol.
8. Notwithstanding the foregoing, if the customer uses the Work partially or in whole for other purposes than testing or training prior to signing of the acceptance protocol, such usage shall be deemed as the customer's acceptance of the Work. In this case, the acceptance protocol shall be drawn up and signed by the supplier. This acceptance protocol is in all respects equivalent to a mutually agreed acceptance protocol.
9. The parties agree that a detailed description of the procedure for testing the functionality of delivered Work, in accordance with its characteristics, including, in particular, tests description, test data, the relevant environment, the order of execution of the tests and the acceptance criteria (including deadlines and cooperation) will be listed in the relevant Contractual documents agreed by both parties.

Acceptance of other Performance

10. The training is considered to be duly fulfilled by its realization. The acceptance of each particular Performance (realization of the training) shall be confirmed by the customer by signing the protocol of realization of the training. Refusal of the customer's confirmation for reasons that are not on the side of the supplier shall not prejudice the supplier's entitlement to invoice for fulfilled training.
11. Acceptance of Support services: Support services are considered to be accepted, on monthly basis as partial Performances, the last day of the month for which such services are provided in accordance with the terms contained in the Contractual documents.
12. Acceptance of documents: The proposal of documents drawn up as a part of the Performance shall first be submitted to the customer for consideration. The customer is entitled to submit its comments on the proposal within 5 days of receipt of the relevant proposal, unless otherwise stated in the Contractual documents. Should the customer fail to submit his reasoned comments in the aforementioned period, the document shall be deemed to have been duly accepted. If it is technically, contentually and conceptually possible, the comments of the customer will be incorporated to the document by the supplier and the final version will be submitted to the customer. The document is deemed duly accepted by delivery of its final version to the customer.
13. Acceptance of third-party products: The customer will confirm the delivery of hardware and software and other third-party products by signing the delivery note.
14. The parties are obliged to mutually confirm the acceptance of above-mentioned other Performance by signing the acceptance protocol. Should the confirmation be refused, the procedure will be analogous to Article VI. para. 7.

Timesheet

15. Should the price of Performance or part thereof be determined and invoiced on the basis of working hours provided, the supplier shall keep the "Statement of duly provided work" of the individual workers (hereinafter referred to as the "Timesheet"), which will be handed-over to the customer on the fifth business day of the respective following month to the hands of the customer's project manager or person authorized by him, unless otherwise agreed by the parties. Should the customer's project manager or person authorized by him within 5 business days fail to confirm the accuracy of the Timesheet or submit the reasoned objections containing the exact specification of where the customer sees the incorrectness of the submitted Timesheet, such timesheet shall be deemed to be duly confirmed and the Performance duly accepted by the customer.

Article VII. Change of Performance during its Realization

1. Each of the parties is entitled to propose in writing any change of the Performance prior its completion. Nonetheless, neither of the Parties shall be obliged to accept the proposed change.
2. Any changes of the Performance must be agreed upon in writing and confirmed by both parties. Deadlines for the Performance, price, payment terms and conditions and cooperation of the customer shall be adjusted accordingly. The supplier is not obliged to carry out any changes of the Performance, unless such changes are confirmed in writing and unless the relevant changes relating to the price, time schedule, dates of deliveries or the relevant Contractual documents have been agreed upon in writing.
3. The supplier undertakes to carry out the evaluation of impacts of the changes of the Performance, proposed by the customer, on the time schedule and price of the Performance. However, if such evaluation required additional costs or had an adverse impact on the working load of employees or use of other means designated for the execution of the Performance, the supplier shall notify the customer thereof and shall carry out the evaluation only on the basis of a written authorization given by the customer. In such case, the evaluation shall be paid based on the time spent and material used at the rates valid at the time of the evaluation. The deadlines for the Performance according to the time schedule shall be postponed in regard of the fact that the supplier used for the evaluation of impacts the personnel or other means designated for execution of the Performance.

Article VIII. Obligations and Cooperation of the Customer

1. The customer is obliged to:
 - a) pay the price for the Performance in the manner agreed between the parties,
 - b) allow access of the supplier's personnel to the premises of the customer to the extent necessary for the realization of the Performance, and to allow access of another means necessary for the realization of the Performance,
 - c) provide the supplier with the information and background materials necessary for the due execution of the Performance, namely to provide it with premises, technological infrastructure, human resources and other cooperation to the extent, quality and deadlines necessary for the relevant Performance,
 - d) take-over the Performance without undue delay and confirm the relevant hand-over and acceptance protocols,
 - e) comply with the operating conditions of use supplied by the supplier and binding written recommendations of the supplier,
 - f) provide further agreed cooperation.

Article IX. Use of Sub-suppliers

1. The supplier may delegate the execution of the Performance to another person. In this case, the supplier has the responsibility as if it was executing the Performance itself.

Article X. Transfer of Ownership and Right to Use

1. On the day of the full payment of the price, the customer acquires the ownership of all things that shall become its property according to the relevant Contractual documents.
2. If, during execution of Performance according to the Contractual documents, copyright or other intellectual property rights arise to the Performance delivered by the supplier in any form, including, in particular computer programs, modules and databases and/or if the part of Performance are the existing computer programs, modules and databases of the supplier, the supplier will grant to the customer a non-exclusive, non-transferable right to use the Performance within the territory of the Czech Republic, unless the different territorial scope is agreed in the Contractual documents. This right to use does not comprise the right to reproduce the Performance, to distribute the Performance, to lease or lend out the original or reproduction of the Performance, to disseminate the Performance in the public or to make copies thereof, except for one copy made for backup purposes. This right is granted as unlimited in time or lasting for the duration of economic rights of the author, except the case of failure of the customer to pay the full price or the case of breach of the terms of use.
3. The customer is in no case entitled to make any changes to the Performance without prior written approval of the supplier. The customer is obliged to keep confidential all information concerning the Performance, including instructions for use or other materials related to the Performance.
4. If, based on the Contractual documents, the supplier delivers third party products, it shall provide the customer with relevant right to use to such product under the licence terms proposed by these third parties.

5. The documentation delivered by the supplier shall be supplied to the customer in the amount and to the extent set forth in the offer or other Contractual documents. In accordance with these GTC, or conditions set forth in the Contractual documents, the customer shall be granted with a non-exclusive, non-transferable right to use the delivered documentation. This right of use does not comprise the right to reproduce the documentation (except of the right to make one backup copy for customer's own needs, provided such copy shall retain the designation of all rights to the documentation, for instance trademarks, business names or copyrights), to distribute, lease or lend out the original or the reproduction of such documentation, or to disseminate it in public. The customer is obliged to restrict access to documentation to those employees or consultants who need the access during the execution of the customer's activities for which the Performance is designated. The customer shall keep all the documentation confidential.
6. Open Source Software. The customer acknowledges and agrees that part of the Performance may contain software created by third parties that the supplier may freely use and incorporate into its Performance (hereinafter referred to as the "Open Source Software") and the terms of use of the Open Source Software are governed by special licensing agreements. These licensing agreements may be listed in the Contractual documents directly or by reference to a web site where the license terms for use of such Open Source Software are contained.
7. Under the conditions specified in the relevant Contractual documents, the right to use will arise to the customer at the moment of acceptance of particular Performance, product or services. However, if the customer fails to pay the full price for the Performance, not even within 14 days of the supplier's notification to do so, the aforementioned right to use the Performance will be suspended and shall be reinstated only upon the full payment of all due and payable invoices according to the relevant Contractual documents.
8. Should the right to use the relevant Performance according to the Contractual documents be terminated the customer is obliged to return all media containing the relevant Performance or part thereof, documents and manuals to the supplier within one week of the termination of respective right to use. In addition, the customer is obliged to take all necessary measures to destroy the copies of such Performance and any record thereof which is under the customer's control and to confirm in writing the fulfilment of this obligation to the supplier.
9. Should, on request of the customer, the Performance include the processing, incorporation or other use of a copyrighted work, another work subject to intellectual property protection or different thing or intangible object which any third party exercises the right to (hereinafter the „Third Party Licence“) and which will be provided by the customer, the customer hereby declares that it has the right to use such Third Party Licence under a licence granted by a third party and/or any necessary authorizations that allow the supplier to use or otherwise dispose of the Third Party Licence during the Performance hereunder. If the customer's declaration pursuant to the preceding sentence proves to be untrue and a third party makes any claim or takes another action against the supplier due to the supplier's use of the Third Party Licence, the customer shall reimburse the supplier for any damage, costs or expenses incurred by the supplier, including the expenses for legal representation in possible judicial proceedings against third parties.

Article XI. Contractual Penalties and Liability

1. If the supplier fails to adhere to the deadlines stipulated in the Contractual documents due to the reasons attributable solely to the supplier, it shall be obliged to pay the customer the contractual penalty in the amount of 0.05 % of the price of the Performance or part thereof which delivery is delayed, for each commenced day of delay with the handover of the Performance as per Article II. para. 1 letter a) and b) for acceptance, up to a maximum of 5 % of the relevant price of the Performance or part thereof which delivery is in delay.
2. The supplier is obliged to compensate the customer for damage caused by the supplier as a result of breach of the contractual obligations of the supplier, unless such breach was caused by a circumstance excluding liability under the applicable provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), or force majeure according to the Article XI. para. 5 hereof or improper conduct of the customer or another user. In such case, the supplier is obliged to compensate the customer for the proven actual damage caused solely by its fault, where the amount of the compensation shall be determined on the basis of an expert opinion prepared by an independent expert. Any compensation for a material damage resulting from a breach of contract by the supplier shall be limited to compensation for actual damage (not lost profit and other indirect and consequential damages such as loss of data). The cap for any compensation for damage in aggregate is the amount of the price paid by the customer to the supplier based on relevant Contractual documents (exclusive of VAT). The parties agreed that this limited liability is assumed by the supplier as a possible consequence of breach of its contractual obligations upon the establishment of the contractual relationship or which could have been assumed in the light of the facts which the supplier knew or ought to have known, if had proceeded with due diligence. The customer acknowledges the need to perform regular data backups in order to prevent incurrance of damages.
3. The supplier shall reimburse the customer for damage incurred by the customer as a result of an infringement of copyright or another similar intellectual property rights of third parties by using the delivered Performance in the territory, in which the customer is entitled to use the Performance according to the Contractual documents, and subject to a claim for compensation made on the customer by a third party. The compensation of damage

shall be limited to the claims established in the final judgement or agreed by the supplier, up to the amount of liability for damage according to these GTC. Compensation for damage is subject to the following:

- a) the customer will promptly notify the supplier in writing of any action or claim brought against the customer; and
 - b) the customer will not make any recognition or confirmation of the claim that might be considered preliminary for such claim or action; and
 - c) the customer enables the supplier to conduct any judicial proceedings and any negotiations in order to determine or finally resolve the claim.
4. Should the terms of liability relating to the use of Open Source Software be regulated differently from the previous paragraph (such as GPL, licensing terms of its author, etc.), the liability and liability for damage arising from infringement of third party intellectual property rights to that particular part of the Performance, which is created using the Open Source Software, shall be governed by applicable terms of use of such Open Source Software.
5. Neither of the parties is liable for non-compliance with any obligation under the Contractual documents as a result of force majeure event. Neither party shall be entitled to demand payment of contractual penalty for breach of obligations arising out of or related to a force majeure event specified below. An event of force majeure shall be understood to be an event outside the reasonable control of the parties, including any unforeseeable event occurring at the time of the Performance of the contract after its conclusion, including the activity or inaction of state and local authorities, government and local government orders, terrorist attack, war conflict, civil unrest, sabotage, fire, natural disaster, epidemic, quarantine restrictions, embargo, accident, explosion, etc. Upon the occurrence of force majeure event, the party which Performance is jeopardized shall forthwith inform the other party in writing and shall make every effort to overcome its inability to perform. The provisions of this paragraph shall not apply to payment obligations that arose prior to the event of force majeure. Notwithstanding the foregoing, the parties agree that the provision of this paragraph shall also apply when the force majeure event comes at the time a party is in delay with Performance according to the Contractual documents.

Article XII. Warranty Terms

1. Unless otherwise stated in the Contractual documents, the warranty period for the provided analysis pursuant to Article II. para. 1 letter e) is 2 weeks and commences on the day the final version is handed over to the customer. Unless otherwise specified in the Contractual documents, the warranty period for the delivered Work pursuant to Article II. para. 1 letter b) is 3 months and commences for every particular Performance separately, on the day of acceptance of the relevant particular Performance according to the relevant Contractual documents. Warranty period for Support services pursuant to Article II. para. 1 letter d) is 2 weeks and commences on the day of acceptance of respective monthly partial Performance. The warranty period for delivered third-party products and services pursuant to Article II. para. 1 letter e) will be provided for the period and to the extent of warranty terms and conditions provided by third parties.
2. The supplier undertakes that the Performances delivered pursuant to Article II. para. 1 letters b), d) and e) will be functional according to the supplied documentation during the warranty period. During the warranty period the supplier further undertakes to remedy the defect on its own expense on the basis of a written complaint with a detailed description of the defect. Services provided during the warranty period beyond the warranty shall be provided by the supplier to the extent specified in relevant Contractual documents.
3. Removal of the defect shall not be deemed as falling within the scope of warranty nor within the scope of flat fee for Support services and should be considered as extra work repair, if:
 - a) the supplier removes defects caused by improper use or operation of the products in conflict with the documentation provided by the supplier,
 - b) the supplier removes defects caused as a result of the customer's demonstrable failure to respect the binding recommendations in connection with defects previously demonstrably notified by the supplier to the customer or demonstrably fails to implement solutions for such defects and/or fails to respect other instructions of the supplier,
 - c) a modification has been made to the products or their connection (in whole or in part) with any other product by any person other than a worker of the supplier,
 - d) the product has been used or an attempt has been made to use the product on other equipment (in other environment) than on the equipment (in the environment) which specification is set forth in the relevant documentation,where the customer takes note that as of the moment of arising of aforementioned situations c) and d) the warranty terminates with immediate effect, without regard to the length of warranty period stipulated in these GTC or other relevant Contractual documents.
4. The cases in which the warranty claim is found not to be a warranty defect shall be considered as an extra work.

Article XIII. Confidential Information

1. All information listed in an offer, provided to the customer in the context of the offer specification and information contained in the Contractual documents, personal data, bank secrecy and data relating to the IT system and clients of the customer shall be deemed confidential and may only be entrusted under conditions of confidentiality to the persons who need to know these information for the purposes of Performance hereunder.

Article XIV. Suspension of Performance and Termination of Contract

1. Should the customer be in delay with any payment according to the Contractual documents for more than 7 days, the supplier is entitled to suspend all Performances. All deadlines concerned according to the schedule of Performance shall be automatically extended at least for the period of the suspension, where the number of business days attributable to the suspension must be same or less than the number of business days attributable to the extension of the deadlines. The right to withdraw from the agreement shall not be prejudiced thereby.
2. Should the customer breach the license terms, the supplier is entitled, inter alia, to suspend the Performance for the duration of such breach of license terms or to terminate the respective licence by delivery of written termination notice to the customer. The right to withdraw from the agreement shall not be prejudiced thereby.
3. If either party substantially breaches the agreement, the other party is entitled to request the breaching party in writing to fulfil its obligations. If, during the period of thirty (30) days as of the receipt of such request, the breaching party fails to take satisfactory steps to remedy the breach of obligations or if, during the period of sixty (60) days as of the receipt of such request (or any longer period agreed between the parties), the breaching party fails to remedy the breach of obligations, the other party is entitled to withdraw from the relevant Performance without depriving it of any other rights or remedies. The following shall be deemed a substantial (material) breach of the agreement:
 - a) delay with supply longer than 30 days,
 - b) delay with provision of due cooperation longer than 30 days,
 - c) failure to pay the contract price or part thereof, and/or
 - d) the customer's breach of any of the license terms and conditions relating to the handling of the supplier's Performance delivered under the Contractual documents
4. Should either of the parties go bankrupt, be in liquidation, receivership or be unable to meet its financial obligations for any other reason, the other party is entitled to withdraw from the agreement by notifying thereof to the first party, without prejudice to any other rights or possible remedies. Should the aforementioned apply to the customer and the supplier does not withdraw from the agreement, the supplier shall provide the customer with the Performance according to the Contractual documents only to the extent of part of the Performance paid by the customer in advance.
5. Withdrawal from the agreement is effective as of the date of delivery of withdrawal notice. It is not possible to withdraw from the agreement for reasons stipulated by the provision of Section 2110 of the Civil Code.
6. The party which breach of agreement led to the withdrawal is obliged to pay the withdrawing party, on the basis of the invoice issued by the withdrawing party, within fourteen (14) days as of the receipt of such invoice, the costs incurred as a direct consequence of the withdrawal, up to the total amount of 10 % of the price of Performance from which the party withdraws. The limitation specified in the previous sentence shall not apply to already ordered non-cancellable sub-supplies of third parties (or their non-cancellable parts) ordered by the supplier for Performance according to relevant Contractual documents. In the event that the supplier withdraws from the agreement, the customer is obliged to pay the price or corresponding part thereof for Performance provided by the supplier until the moment of withdrawal from the agreement. The relevant provisions of the Civil Code shall apply to the withdrawal from the agreement with the view that it is not possible to withdraw from the partial Performances that have already been accepted by the customer in accordance with Article VI. above.
7. Unless otherwise stated in the Contractual documents, each party may terminate the Support services with a 6-month notice period, that commences on the first day of the month following receipt of the notice by the other Party.
8. In the event that not all the invoices issued in accordance with relevant Contractual documents are paid in full, any termination of the agreement for any reason shall terminate the right of use of the Performance delivered under the Contractual documents pursuant to Article X. above.
9. The provisions which aim is to regulate the relations of the Parties even after the termination of particular Contractual documents, shall remain valid and effective even after the termination or expiry of the Contractual documents, irrespective of the Contractual documents in which they are contained.

Article XV. General Provisions

1. Should the realization of the Performance be subject to any permission or approval of governmental body, the

parties shall act in accordance with such requirements. The parties shall, without undue delay, inform each other about any such facts as soon as they become aware of them, as well as provide each other with a necessary cooperation.

2. Contractual relations between the parties are governed by the Czech legislation, in particular the Civil Code, and are subject to the jurisdiction of Czech courts. The parties undertake to resolve any discrepancies arising during execution of the Contractual documents in a fair manner and in accordance with legal regulations and rules of decency.
3. All notices between the parties, relating to or to be made on the basis of the Contractual documents shall be made in writing and delivered to the other party either in person, by fax, registered letter or other form of registered mail. The parties may agree that notifications may also be made by electronic means, namely by e-mail. Notifications shall be deemed to have been received in the case of personal hand-over, fax or e-mail on the day on which they were handed-over, respectively sent. In other cases, the notification shall be deemed to have been received on the third (3) day following their demonstrable dispatch. For the purposes of this provision and provision of Article V. para. 6 hereof the parties agreed that the provision of Section 570 (1), first sentence, of the Civil Code, shall not apply.
4. In the event that the supplier commences to perform based on the customer's request (made in writing, by e-mail or fax) or based on another document (e.g. the letter of intent) prior the conclusion of project agreement, the mutual rights and obligations of the parties shall be governed by these GTC and by the offer of the supplier, as amended by possible written specifications. For avoidance of doubt, the customer's instruction to commence work shall be deemed to be an agreement that, until the conclusion of ordinary project agreement, the Performance shall be provided in accordance with the offer and these GTC.
5. In the event of conflict between the contents of particular Contractual documents, the content of the binding offer shall prevail over these GTC and the binding offer together with these GTC shall prevail over all other Contractual documents.
6. The parties expressly agreed that the provision of Section 2108 of the Civil Code will not apply on their contractual relationships.
7. The provisions of these GTC, which the other party could not reasonably expect and did not expressly adopt in accordance with the provision of Section 1753 of the Civil Code, shall be considered ineffective.
8. These GTC might be appropriately altered if the scope of change is subject to the change of circumstances that the party referring to the previous wording had to anticipate. Other changes to the GTC may only be made based on mutual agreement of the parties.