

# **Aimful s.r.o.**

## **Terms and Conditions**

Effective from: 2020

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## 1. INTRODUCTORY PROVISIONS

- 1.1 These Terms and Conditions stipulate the general rights and conditions of Aimful that apply to the Customer in relation to the Services provided.

## 2. DEFINITIONS

- 2.1 The terms used in these Terms and Conditions have their meaning specified in these Terms and Conditions, the Contract or other documents to which these Terms and Conditions expressly refer.

- 2.2 These Terms and Conditions define the following terms:

- a) **Aimful:** Aimful s.r.o., with its registered office at V Jirchářích 147/3, Nové Město, 110 00 Praha 1, Czech Republic, Business ID No.: 09121153, Tax ID No.: CZ09121153, registered in the Commercial Register at the Municipal Court in Prague, under section C, insert 331264.
- b) **Appointed Contact Person:** A person designed by each Contracting Party to communicate in the matters relevant for the provision of Services or the Contract.
- c) **Business Day:** any day from Monday to Friday except those days in the Czech Republic when banks are closed due to public holidays.
- d) **Business Hours:** a time between 8:00 – 18:00 CET/CEST on a Business Day.
- a) **Civil Code:** Act No. 89/2012 Coll., Civil Code, as amended.
- e) **Contract:** any contract for the provision of the Services entered into between Aimful and the Customer (in form of the Written Agreement or otherwise). When the Contract is concluded without a Written Agreement, its content is formed also by an order form or other information agreed by the Contracting Parties in the process of ordering the Services.
- f) **Contracting Parties:** Aimful and the Customer together; the term Contracting Party refers to Aimful and the Customer, or any of these two (according to the context of the provision).
- g) **Copyright Act:** Act No. 121/2000 Coll., on copyright, rights related to copyright, and the amendments to certain Acts, as amended.
- h) **Copyrighted Work:** work in the meaning of Section 2 of the Copyright Act. A computer program is also considered to be Copyrighted Work in the meaning of Section 2 (2) of the Copyright Act.
- i) **Customer:** a person, who concludes a Contract with Aimful.
- j) **Database:** a set of systematically or methodically organized elements within the meaning of Section 88 of the Copyright Act; a Database also may or may not be a collected work within the meaning of Section 2 (2) of the Copyright Act.
- k) **DPR:** Data protection regulations comprising the GDPR and Act No. 110/2019 Coll., on the Processing of Personal Data.
- l) **Expert Support:** a specific type of Service, under which Aimful provides the Customer with expert advice or expert support which does not consist of the rectification of Product defects. Expert Support may be ordered by an authorized User via the Appointed Contact Persons.
- m) **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
- n) **Invoice:** a tax certificate compliant with the relevant taxing and accounting legislation of the Czech Republic.
- o) **Maintenance Window:** a time period reserved for the maintenance of Aimful's Services or infrastructure. Unless specified otherwise, the Maintenance Window is scheduled daily between 1:00 – 3:00 AM CET/CEST. The Customer acknowledges that during the Maintenance Windows, the Services may be unavailable and such unavailability shall not be deemed as a breach of Contract.
- p) **Minimum Period:** the shortest period of time, for which the Suite or the Service is provided. The Minimum Period for each Suite and Service is specified in the Contract or the Service Datasheet. The Minimum Period does not apply to one-off Services or Expert Support.

- q) **Personal Data:** personal data specified in paragraph 16.12 of these Terms and Conditions.
- r) **Planned Outage:** an especially reserved time period for the maintenance of Services or infrastructure of Aimful. The Customer will be notified at least 3 days in advance via email regarding any Planned Outage. The total duration of Planned Outages during a single week shall not exceed 3 hours. The Customer acknowledges that during a Planned Outage the Services may be unavailable and such unavailability shall not be deemed to be a breach of Contract.
- s) **Products:** software applications and platforms developed by Aimful for extension of native functions of the Supported Services and data analytics, which are made available to the Customer as a part of the provision of the Services.
- t) **Service:** the service provided by Aimful to the Customer under the Contract.
- u) **Service Datasheet:** a description of the Service located on the Website or provided upon request, specifying:
  - the prerequisites and conditions for the provision of the Service;
  - the description of the Service, including the Supported Service(s);
  - Service price;
  - the stipulated standards of the Service.
- v) **Service Enabled Date:** the date on which the Customer receives at least one of the credentials (access codes) enabling administrative access in relation to each specific Service. The Service Enabled Date is defined in the Contract.
- w) **Software:** a sequence of instructions outlining the realisation of certain tasks by the computer. This term includes all components of the computer program, its source code and object code, relevant preparatory concept materials and documentation, graphical and other elements of its user interface, and all other components or files forming part of the computer program; the term Software does not include customer data processed by the computer program, unless expressly stipulated otherwise.
- x) **Suite:** a set of Services specified by Aimful to which special conditions may apply and which may be ordered at a discounted rate. In the event that the set of Services which

together make up the Suite are separately ordered by the Customer (i.e. not at a discounted rate), then the provisions regulating the Suite do not apply.

- y) **Supported Service:** G Suite, Office 365 and other third-party services and applications for which Aimful provides extension of native functions. The scope of the Supported Services may change from time to time.
- z) **Technical Support:** a part of the Services which is described in Article 13 of these Terms and Conditions.
- aa) **Terms and Conditions:** these Terms and Conditions stipulating the rules on the provision of the Services. The Terms and Conditions form a part of the Contract.
- bb) **Trial Period:** the phase during which the Service may be used free of charge. The maximum duration of the Trial Period is defined in the Contract.
- cc) **User:** a natural person designated by the Customer, who is an end-user of the Services or the Supported Service (e.g. a calendar). For the purpose of pricing, one email address is considered as one User.
- dd) **Website:** Aimful's website available at [aimful.io](https://aimful.io).
- ee) **Written Agreement:** a written contract on the provision of the Services concluded between the Contracting Parties.

### 3. CONTRACTING PROCESS

- 3.1 A Contract may be concluded by signing a Written Agreement between the Contracting Parties or by the Customer agreeing to these Terms and Conditions when ordering the Services online directly from Aimful or via third-party distributors (such as app stores).
- 3.2 The Customer may not modify or amend the Agreement or these Terms and Conditions, unless expressly agreed otherwise. Acceptance of the Agreement or these Terms and Conditions which have been modified by the Customer is not permissible; Section 1740 (3) of the Civil Code applies appropriately. Aimful does not accept any terms and conditions of the Customer. Any reference to such terms and conditions shall not be taken into account.
- 3.3 The Contract is concluded as of the time when both Contracting Parties sign the Agreement or when the Customer receives confirmation of its order made online.

- 3.4 Conclusion of the Contract via a third-party distributor is subject to the terms and conditions of the third-party distributor.

#### **4. SUBJECT OF THE CONTRACT**

- 4.1 Under the Contract, Aimful is obliged, in compliance with the Service Datasheet, to provide the Customer with the ordered Services.
- 4.2 Under the Contract, the Customer is obliged to:
- ff) pay the stipulated fee for the Services provided by Aimful;
  - gg) comply with these Terms and Conditions;
  - hh) when using the Services, comply with all legal regulations related to its activities and the use of the Services;
  - ii) provide Aimful with all cooperation necessary for the provision of the Services.
- 4.3 It is the Customer's responsibility to ensure that each User will keep a secure password for their use of the Services, if such a password is provided.

#### **5. COMMUNICATION AND DATA INPUT**

- 5.1 After the Contract is concluded and the Services are made available to the Customer, all communication between the Contracting Parties will be made via the Appointed Contact Persons.
- 5.2 The Contracting Parties will communicate, and Technical Support and Services will be provided, in the English and Czech languages.
- 5.3 All data which is necessary for due provision of Services, will be drawn from the Customer's Supported Service account(s) in compliance with these Terms and Conditions. Other data might be exchanged via email or by phone; such exchange is governed by these Terms and Conditions. The scope of data which necessary for the provision of individual Services is specified in the Service Datasheet. The provision of this data is a prerequisite for the delivery of the Services.

#### **6. PREREQUISITES FOR SERVICE DELIVERY**

- 6.1 The prerequisites for delivery of the Services are stipulated in the Service Datasheets or in these Terms and Conditions. The Customer understands that the fulfilment of these prerequisites is necessary for the due provision of the Service and agrees that the Customer is responsible for the assessment of the fulfilment of such prerequisites for the delivery of the Services, unless stipulated otherwise in the Service Datasheet. Aimful is not liable for the

non-provision of a Service or non-provision of a Service to a stipulated quality if any of the prerequisites for the Service delivery are not met at the time that the provision of the Service is ordered by the Customer, or after the said Service is ordered; in these cases, therefore, the Customer is obliged to pay for the Services even if the lack of prerequisites causes blocking or impairing of their actual provision.

#### **7. ACCESS TO SERVICES**

- 7.1 The Customer may access the Services via the Customer's Supported Service account(s) unless stipulated otherwise on the Service Datasheet. Specific conditions of access to the Services are stipulated in the Service Datasheets.
- 7.2 Each Service will be set up in the following manner:
- a) After the Contract is concluded, the Customer is obliged to enable the access to its Supported Service account(s) for Aimful, in the scope necessary for the required Services. The process of enabling access is described in the relevant Service Datasheet.
  - b) Customer will receive administrative access details for the Appointed Contact Person in relation to each specific Service (Service Enabled Date).
  - c) When all the prerequisites are fulfilled, the Service provision is initiated. If Aimful is late with the initiation of the Service, then the Service term is automatically extended by a period corresponding to such a delay.
- 7.3 If a Trial Period has been agreed, the provision of the Services will be suspended after expiration of the Trial Period and the Services will only continue to be provided under the conditions agreed in the Contract, including the possible Minimum Period, if the Customer commissions the Services following the expiration of the Trial Period.

#### **8. THE SCOPE AND QUALITY OF THE SERVICES**

- 8.1 Aimful guarantees that the Services will be provided in a professional workman-like manner, with the knowledge and skills which are reasonably required to do so, and in the scope stipulated by the Contract.
- 8.2 Aimful further guarantees that the results provided by the Products and Services will be reproducible and based on Aimful's expert knowledge and experience. The Customer understands that different methodology, aggregate, or processing of data may yield

different results. The Customer acknowledges that the reproducibility of results may be affected or precluded by Aimful further development of the Products, and therefore the warranty on reproducibility shall not apply to those results where the methodology employed by the respective Product had been changed in the meantime.

- 8.3 One-off Services may be described in specifications agreed on by the Contracting Parties.
- 8.4 In the case the Services were not provided to the stipulated scope or quality, the Customer may notify Aimful of such a fact.
- 8.5 In the event that a claim by the Customer is duly submitted and proves to be justified, i.e. in the case that Services were not provided to the stipulated scope or quality, the Customer is entitled to rectification of such a discrepancy as well as to the provision of the Service to the stipulated quality and scope. The rights specified in this paragraph are the sole remedy for the Customer in the event that the Services are not provided to the stipulated scope or quality.

## 9. PRICING AND INVOICING

- 9.1 Prices for the provision of the Services are stipulated in the Service Datasheet and will be paid by the Customer under the conditions specified below in this present Article 9 or in individual agreement with Aimful. The price does not include Value Added Tax (VAT), which will be calculated according to the applicable laws, and paid together with the payment for the provision of the Service.
- 9.2 The price for the provision of the Service will be charged from the Service Enabled Date, or if such a date is not stipulated, from the first day that the Service was provided. If a Trial Period has been agreed, the provision of the Service will be charged from the day when the Services were commissioned by the Customer after the Trial Period expired.
- 9.3 The price of the Services will be paid monthly in arrears.
- 9.4 If the price of the Services is charged per User, the price will be based on the number of Users for which the Service was activated for at least 20 days in the respective month.
- 9.5 For the purpose of payment, the Customer will provide a credit or debit card details when ordering the Services or when commissioning the Services after the expiration of the Trial Period. When providing the credit or debit card details, the Customer will be asked to authorise

recurring payments, by which the Customer authorises Aimful to charge the provided card in the amount corresponding to the price of the Services for each month of the provision of the Services. The card will be charged on the due date of the Invoice. If such an option is provided, the Customer may also choose to pay Invoices by bank transfer instead of credit or debit card.

- 9.6 The Invoices for the provision of Services will be sent to email address of the Customer's Appointed Contact Person or other email address designated by the Customer for this purpose after the end of each calendar month. A part of the Invoice is an overview of the number of Users for which the Service was activated in the relevant month. If the Customer disagrees with the number of Users calculated by Aimful, it should notify Aimful without delay, but within 30 days after receiving the Invoice at the latest.
- 9.7 Amounts are considered as paid when they are credited to Aimful's bank account.
- 9.8 In the event that the Customer is in arrears with the payment of an Invoice, Aimful is entitled to a contractual late interest penalty comprising 0.05 % of the outstanding amount for each day late.
- 9.9 In the case the Customer is in default with the payment of the Invoice by more than 50 days (including cases when Customer's card could not be charged due to low balance or invalidation of the card details), Aimful is entitled to restrict or suspend the provision of Services until all the outstanding amounts are duly paid. Aimful will remind the Customer of unpaid invoices or impossibility to charge the provided card before the suspension of Services. Aimful may request a payment of the full price of the Services, irrespective of any such suspension which occurs during the term of Services.

## 10. LICENCES

- 10.1 Aimful grants the Customer a non-exclusive licence to use any part of the Services and the Products to the extent necessary for the use of the Service in the Customer's ordinary course of business. The licence is provided for the time period in which the Customer may use the Service according to the Contract, and also applies to any parts of the Services which are Copyrighted Works or Databases, within the meaning of the Copyright Act.
- 10.2 Aimful grants the Customer a non-exclusive and permanent licence to use any products of the Services to the extent necessary for the use of

such in the ordinary course of the Customer's business.

- 10.3 Aimful reserves all the rights to Services, Products and other products which were not granted to the Customer according to these Terms and Conditions.
- 10.4 The Customer may not license, sublicense, sell, transfer, lease, assign, transfer or otherwise commercially exploit any output of the Services or provide access to Products and Services to a third party for a payment or for free, unless stipulated otherwise by the Contract.
- 10.5 No provision of the Contract, the Service Datasheet, these Terms and Conditions or any other document shall be interpreted as granting, assigning or transferring to the Customer any intellectual property rights for the Software, know-how, trade secret, documents, techniques, patents, or expertise owned by Aimful or used in providing the Services.
- 10.6 Aimful may limit the Customer's use of the Services in the event that the Customer has violated its conditions under the Contract or under these Terms and Conditions.
- 10.7 The Customer is obliged to be acquainted with the licence conditions relating to any Service and comply with these said conditions. These licence conditions are available on the Website.

## **11. ALTERATIONS TO THE SCOPE OF THE SERVICES AND THE CONTRACT**

- 11.1 The scope of the Services and the Contract may be modified by the process stipulated in these Terms and Conditions, in particular:
  - jj) by changing the scope or the characteristics of the Services or by terminating the provision of any of the Services (in part or as a whole) following a unilateral decision by Aimful; as a consequence of this process, no new duty to pay for the Services (in excess of the Services already provided) may be imposed on the Customer; this does not, however, affect the right of Aimful to unilaterally modify in compliance with these Terms and Conditions price, scope, quality, or conditions of Services already provided to the Customer with effect for future provision of Services;
  - kk) by modification of these Terms and Conditions, Service Datasheets, or any other documents, which have been provided to the Customer in the agreed manner ; an increase in the price of the Services already provided is not considered

as the imposition of a new duty on the Customer;

- ll) by written agreement of the Contracting Parties.

- 11.2 The Customer is not allowed to terminate the individual Service if the Service was ordered as a part of the Suite. On the other hand, the Customer is allowed to terminate the Suite as a whole under the conditions specified in these Terms and Conditions.
- 11.3 Aimful may unilaterally update or modify these Terms and Conditions and all other documents, to which these Terms and Conditions refer, in particular the Service Datasheets, and is obliged to announce such change to Customers no later than one month before the change is to be effective. These changes are effective from the day specified by Aimful.
- 11.4 Should the Customer not agree with an update or modification made according to paragraph 11.3 above, which is not justified by a relevant change in the legislation occurring during the period of effectiveness of the Contract and which also has an adverse negative impact on the Customer, it may terminate a Suite or a Service. If a Minimum Period applies, the Contract will be governed by the previous wording of the Terms and Conditions for the remaining part of the Minimum Period. The Customer is obliged to notify Aimful to such a fact within 14 days of the announcement of the change in the Terms and Conditions.

## **12. DISCLAIMERS, LIABILITY AND WARRANTIES**

- 12.1 Aimful is a company duly established and existing under the laws of the Czech Republic, and, as such, has the right to conclude the Contract and duly fulfil its obligations arising from it.
- 12.2 The Customer declares that at the time of the conclusion of the Contract, it is not insolvent or in liquidation, that it is not subject to insolvency proceedings, and that neither the execution nor court enforcement of a decision in relation to its property had been ordered.
- 12.3 The Customer is aware of the fact that its capacity to use the Services is, in addition to the due performance of Aimful, also dependent on the following conditions, the fulfilment of which Aimful is not liable for, in particular the following:

- mm) availability of the Customer's internet connection (and also a back-up internet connection) with sufficient capacity for the provision of the Services;
  - nn) due functioning of the equipment used by the Customer when using the Services (Software, hardware etc.);
  - oo) due functioning of the internet connection between the Customer and the data centre from where the Service (or a part) are provided;
  - pp) provision of due cooperation by the Customer, especially in setting up Aimful's access necessary for providing the Services; and
  - qq) fulfilment of the prerequisites for the provision of the Service in compliance with paragraph 6.1 of these Terms and Conditions;
  - rr) availability and proper functionality of and the Supported Services and other third-party services which may be necessary for the proper functionality of the Services.
- 12.4 Based on the above, the Customer understands that Aimful is liable only for the fulfilment of its duties as stipulated in the Contract or in these Terms and Conditions. In relation to the provision of Services, Aimful does not provide any warranties. No provision of the Contract, these Terms and Condition or any other document referred to by these Terms and Conditions may be interpreted as providing any warranties other than those specified in paragraphs 8.1 and 8.2 of these Terms and Conditions.
- 12.5 The Contracting Parties have agreed that the liability of Aimful for any harm arising out of a single breach of the Contract by Aimful will be limited to 50 % of the sums paid to Aimful during the previous 12 months of effectiveness of the Contract (or 50 % of the sums paid during the effectiveness of the Contract, if the Contract was effective for less than 12 months), and that the aggregate liability of Aimful for any harm arising out of all the breaches of the Contract by Aimful will be limited to 50 % of the sums paid to Aimful during the period of effectiveness of the Contract.
- 12.6 Aimful is not liable for the due selection of Services from its portfolio by the Customer, the suitability of those Services for the Customer, the convenience of these Services for the needs of the Customer, the fitness of the Services for the purpose intended by the Customer, or the

fulfilment of the Customer's requirements or expectations.

- 12.7 Aimful is not liable for any lost profit, loss of revenues, loss of data, or indirect, special or incidental loss incurred. Further, Aimful is not liable for any loss, which could not be reasonably foreseen by it.
- 12.8 The Customer is liable for any harm caused to Aimful in the case of non-fulfilment of any duties by the Customer as stipulated under the law, the Contract or in these Terms and Conditions.

### **13. TECHNICAL SUPPORT**

- 13.1 In relation to each Product ordered, Aimful will provide the Customer with Technical Support which serves as a secondary level of support in a situation when the Product is not performing correctly, is unavailable or in the event that other technical difficulties arise in connection with the Product and its use. Secondary level of support shall be understood as a support that is in place when the Customer is not able to solve the issue.
- 13.2 During Business Hours, Technical Support is available through the Appointed Contact Persons.

### **14. THIRD PARTIES INVOLVEMENT**

- 14.1 The Customer notes and agrees that certain Services may be provided in cooperation with third parties. In relation to these Services, the Service Datasheets may contain the terms of use of these Services as stipulated by the third party designated by Aimful. In these cases, the consent of the Customer to these terms of use is a prerequisite for the delivery of these Services, and the Customer is obliged to maintain such consent until the provision of these Services is duly terminated.
- 14.2 The Customer notes that certain Services may be provided in cooperation with Amazon Web Services, Inc. or its affiliates and in compliance with their terms of use.
- 14.3 Notwithstanding anything to the contrary contained in these Terms and Conditions, the Customer agrees that those part of the Services provided by a third party specified in the Service Datasheet will be provided in compliance with the then-current terms of use of the third party, and that the duties of Aimful in connection with the provision of such performance as well as the liability of Aimful for any harm incurred by the Customer will be governed and are limited by the then-current terms of use of the third party.

## 15. NON-DISCLOSURE

15.1 The Contracting Parties hereby declare and confirm that the information included in the Contract, these Terms and Conditions, Service Datasheets, and any other technical and business information obtained from the other Contracting Party or collaborating third parties in connection with the performance of the Contract whether during the performance of the Contract, before the conclusion of the Contract, or after the Contract is terminated are of a confidential nature, and therefore the Contracting Parties are obliged to keep such information confidential and may not disclose or make such information available to any third party, unless specifically agreed otherwise in writing.

15.2 Aimful may use the confidential information of the Customer and disclose it to the third parties used for performance of the Contract according to Article 14 of these Terms and Conditions or to legal representatives, employees, corporate bodies or their members, or the bodies or their members/employees of companies which are part of the group of companies, to which Aimful belongs, provided that the following conditions are met:

- a) the person or subject to whom or to which the confidential information is to be disclosed is bound by a reasonable contractual or statutory obligation to maintain the disclosed information as confidential at least to the extent to which Aimful are bound by these Terms and Conditions, and use the said only for the purposes specified herein;
- b) the person or subject to whom or to which confidential information is to be disclosed is informed regarding the obligation to maintain the secrecy of such confidential information; and
- c) the disclosure is made only to the extent necessary for such a person or subject to cooperate or take part in achieving the successful performance of the Services.

15.3 If any confidential information is accessed without due authorization, the Contracting Party that possessed such confidential information on the basis of the Contract must notify the other Contracting Party and make every effort to ensure that such information is not made available to unauthorized persons.

15.4 The protection of information does not pertain to cases where:

- a) the Contracting Party demonstrates that this information is publicly accessible without such accessibility being caused by the Contracting Party itself;
- b) the Contracting Party demonstrates that it had access to the confidential information before receiving it from the other Contracting Party, even if this was before the effective date of the Contract, and that it did not gain access to the respective information using illegal means;
- c) the Contracting Party obtains written consent from the other Contracting Party, to whom this information pertains, to make the given information accessible; or
- d) making such confidential information accessible is required by law or by a binding decision made by a competent public authority. If so, the disclosing Contracting Party is obliged to inform the other Contracting Party that the confidential information is to be disclosed or that it has been disclosed, unless this is precluded by a legal obligation or binding decision of an authorised body.

15.5 Any Contracting Party shall treat any confidential information provided by the other Contracting Party or otherwise acquired, as if it were its own confidential information, and preserve the secrecy of such confidential information and carry out all contractual and technical measures to prevent its misuse or unauthorized disclosure.

15.6 The obligation to maintain the information as confidential in the sense of this Article 15 hereof survives the expiration of the Contract and lasts for 5 years from its expiration.

15.7 Aimful shall be entitled to use the Customer's brand, logo and name, including any trademarks, and information on the scope of Services provided as a reference which includes but is not limited to publishing this information on Website or other websites and use in Aimful's promotional materials. Such limited use shall not be deemed a breach of confidentiality obligation.

## 16. DATA PROTECTION AND PERSONAL DATA

16.1 Enabling Aimful's access to the Customer's Supported Service account(s) in the extent necessary for the provision of the Services gives Aimful certain data of Users and other persons, such as:

- a) User's identity and its basic OAuth profile;
- b) List of calendars;



- c) Content of calendars;
- d) Content of event details.

The scope of Aimful's access may be modified in case of modification of the Products and Services provided, and of the Supported Services. In such case, the extent of user data will be specified in the Service Datasheet for the relevant Service.

16.2 The scope of user data stored and processed by Aimful is limited by the scope of its access to Customer's account(s) determined by the technical conditions of the Supported Service.

16.3 Aimful may also store its internal system data and identifiers necessary for the operation of its systems.

16.4 Aimful never gains access to the content of emails, documents, email attachments and event attachments on Customer's Supported Service accounts. Such data are not processed by Aimful in any way.

16.5 Aimful may study and manipulate the data of the Customer to an extent reasonably appropriate for the provision of the Service under the Contract. The data of the Customer may be handed over to third parties used for the provision of the Services specified in the Service Datasheet, provided that the following two conditions are met:

- a) the person or subject to whom or to which the data are to be handed over is bound by a reasonable contractual or statutory obligation to maintain the data as confidential at least to the extent to which Aimful is bound by the Contract and use it only for the purposes specified in the Service Datasheet; and
- b) the data is handed over only to an extent reasonably appropriate for such a person or subject to cooperate or take part in the provision of the Service to the Customer.

16.6 The Customer agrees that anonymised statistics and anonymised data processed by Aimful may be used for improvement, further development and benchmarking of Aimful's Services. Insights based on the analysis of such data can also be used for the purposes of marketing, proof of concept or creation of statistics which can be further used by Aimful without any limitations. The Customer should take into account that no specific consent of the Customer or data subjects is required for the process of anonymisation and further use of anonymised data. The Customer also acknowledges that such anonymised data processed by Aimful can be kept and used by Aimful even after termination of the Contract or part of it.

16.7 The Customer is aware of the fact that under certain circumstances the data of the Customer may be disclosed, as a result of a court or administrative decision, to a relevant public body.

16.8 In respect of the data of Users and other persons listed in paragraph 16.1 that represent personal data within the meaning of the GDPR, the Customer is a data controller and Aimful is a data processor. The data processing relationship is governed by this Article 16 which, in the scope as it governs Personal Data processing, represents a data processing agreement under the Article 28 (3) of the GDPR.

#### **Data processing rules**

16.9 The Customer hereby authorizes Aimful to process Personal Data of data subjects provided or made accessible by the Customer under the Contract. Aimful will process the data for the Customer according to its instructions and to the extent necessary for the duly performance of Aimful's obligations under the Contract.

16.10 The Contracting Parties agree that, if it is necessary to meet the requirements of the DPR, they shall without undue delay, conclude a written data processing agreement upon request by either Contracting Party.

16.11 By entering the Contract, the Customer confirms that the Personal Data processed are accurate, collected in accordance with the DPR, are currently being processed by the Customer in accordance with the DPR and the Customer fulfils all its duties as a controller under the DPR.

16.12 The subject matter of the processing is the Personal Data, i.e., the data within the meaning of Article 4 (1) of the GDPR, of the data subjects, in particular data of Users and other Customer's employees, business contacts and their representatives, in the form of text, sound, visual or software representations, that are provided to Aimful by or on behalf of the Customer through its use of Aimful's Services, especially identification and contact information, messages, digital data regarding the nature of the provided Aimful's Services, billing information, data about use of the Services and data about the behaviour of data subjects in relation to the provided Services and potentially other data provided by the Customer or the respective third parties as instructed by the Customer.

16.13 The categories of the data subjects are Users and other Customer's employees, business contacts such as contractors, collaborators, and customers and their employees, and may

include any other categories of data subjects as identified in records maintained by customers acting as controllers pursuant to Article 30 of the GDPR.

16.14 The types of Personal Data may be any categories of Personal Data identified in records maintained by Customer in the course of using Aimful's Services, including those expressly identified in Article 4 of the GDPR.

16.15 The scope of the processing is always determined exclusively by the Customer, who is consecutively responsible for ensuring compliance of the specified scope of processing with the DPR.

16.16 The processing will be carried out by automated means using the information technologies. In certain cases, processing may be carried out manually.

16.17 The purpose of the processing is defined by the purpose of performance of the Contract, i.e., the provision of the Services.

16.18 The processing will take place for the duration of the Contract. Aimful undertakes to fulfil its duties regarding the protection of Personal Data at least for the entire duration of the Contract, unless it is apparent from the Contract that these duties should last even after the Contract termination.

16.19 The Customer, as the data controller, declares by entering into the Contract that by date of conclusion of the Agreement it duly fulfils all its obligations under the DPR, in particular:

- a) processes Personal Data for the purpose, to the extent, in the manner and in accordance with the Contract lawfully, in particular has received valid consent of all data subjects with the processing of their Personal Data if such processing is covered by this obligation;
- b) informs data subjects about the processing of their Personal Data, in the manner and to the extent specified by the DPR;
- c) enables data subjects to exercise their rights under the DPR;
- d) destroys Personal Data as soon as these are not necessary for the purpose for which were processed;
- e) performs all other duties under the DPR; and
- f) undertakes to fulfil these obligations throughout the duration of the Contract.

16.20 Aimful shall in connection with the processing of Personal Data:

- a) process the Personal Data only upon documented instructions from the Customer, provided that processing of Personal Data in accordance with Aimful's obligations agreed under the Contract is considered to be performed in accordance with the instructions of the Customer;
- b) follow the Customer's instructions including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which Aimful is subject; in such a case, Aimful shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- c) ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- d) not engage any other processor without the prior specific or general written approval of the Customer;
- e) taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, with the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights;
- f) assist the Customer with ensuring compliance with the following obligations of the Customer: (i) to ensure a level of security of processing, (ii) to report Personal Data breaches to a data protection authority and, where applicable, to the data subjects, (iii) assess the impact on the protection of Personal Data, and (iv) to conduct prior consultations with a data protection authority, taking into account the nature of the processing and information available to Aimful;
- g) at the choice of the Customer, delete or return all the Personal Data to the Customer within 1 months after the end of the provision of Services under the Contract or after receiving the Customer's request for data deletion or return, and delete existing copies unless European Union or Member State law requires storage of the Personal Data;
- h) make available to the Customer all information necessary to demonstrate

compliance with the obligations under the DPR; and

i) allow audits and contribute to these audits;

whereas Aimful's activities under sections e), f), g), h) and i) will be paid according to the prices for the performance of these activities according to Aimful's pricelist.

16.21 The Customer specifically agrees with the involvement of Amazon Web Services, Inc. or its affiliates as cloud providers on whose servers Aimful processes Personal Data.

16.22 In addition to the permission under paragraph 16.21, the Parties further agree that Aimful is entitled to engage other processors and to replace the providers under section paragraph 16.21 by a new processor within the scope of a written authorization of the Customer, which the Customer hereby grants.

16.23 In the case referred to in paragraph 16.22, Aimful undertakes to inform the Customer of any intended changes regarding the engagement or replacement of other providers, thereby giving the Customer the opportunity to object to these changes. Aimful will announce intended changes or replacement of processors in the agreed manner at least 1 month before the intended effect of such change or replacement; the information duty towards the Customer is considered to be therefore fulfilled.

16.24 Aimful has implemented and maintains appropriate technical and organisational measures in order to prevent an unlawful or accidental access to the Personal Data, their alteration, destruction or loss, unauthorised transfers or other unlawful processing as well as any other abuse of the Personal Data.

16.25 Aimful shall take and maintain mainly the following measures to ensure an adequate level of security:

- a) encryption of the Personal Data in databases and backups, during transmission and after storage;
- b) keys for the Supported Service account(s) are stored and encrypted via Amazon KMS;
- c) ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- d) ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident;
- e) process for regularly testing, assessing and evaluating the effectiveness of technical

and organisational measures for ensuring the security of the processing;

f) Amazon server firewall whose properties are listed [here](#);

g) antivirus protection and unauthorized access control;

h) access to servers only via secure encrypted channel;

i) limited and audited access to Personal Data by Aimful's authorized personnel on a "need-to-know" basis; and

j) all Personal Data are physically located within the EU in datacentres fully compliant with the GDPR requirements.

16.26 By entering into the Contract, the Customer declares that, taking into account the state of the art, the costs of execution, the nature, the scope, the context and the purpose of the processing, as well as the potentially diverse and various risks to the rights and freedoms of individuals, the above measures are sufficient.

16.27 In case Aimful becomes aware of any Personal Data breaches, it shall report these to the Customer without undue delay.

16.28 In the event of termination of this Contract Aimful, its employees, or authorized third parties acquainted with Personal Data will not be deprived of their duty of confidentiality. The duty of confidentiality in such cases lasts even after termination of the Contract, irrespective of the duration of the relationship between the said persons and Aimful.

## 17. TERM AND TERMINATION

17.1 The Contract is concluded for indefinite period, unless stipulated otherwise.

17.2 The Customer may terminate a Suite or a Service at any time without any notice period, but the termination will not take effect before the expiry of the current Minimum Period for the Suite or the Service. Customer will be last charged for the month in which the termination took effect.

17.3 Aimful may immediately withdraw from the Contract in the event of substantial violation of the Contract by the Customer, in particular:

- a) in case the Customer uses the Service in a clearly abusive manner or in order to violate applicable legal regulations;
- b) in case the Customer or data provided by the Customer violate the rights of third parties;

- c) in case the Customer is in default with payment of its outstanding payables for more than 30 days; or
- d) in case the Customer does not provide Aimful with the necessary cooperation, unless provision of this said cooperation by the Customer is due to insurmountable obstacles which exclude the duty of the Customer to pay damages (Vis Major).

17.4 In the event that all of the Services are terminated, the effectiveness of the Contract is automatically terminated.

## 18. GOVERNING LAW

18.1 This Contract and all the rights and obligations arising out of the Contract and in connection with it are governed by the laws of the Czech Republic, in particular by the Civil Code with the exclusion of the rules on the conflict of laws.

## 19. DISPUTE RESOLUTION

- 19.1 The Contracting Parties undertake to make every effort to eliminate any disputes arising on the basis of the Contract or in connection with it and to resolve them, in the first instance, through negotiation.
- 19.2 All disputes arising from the Contract or in connection with it will be finally decided by the Arbitration Court, affiliated to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic, under its Rules by three arbitrators in accordance with the Rules of that said Arbitration Court.

## 20. FINAL PROVISIONS

- 20.1 In case the Contract, these Terms and Conditions or any other document, to which the Contract or these Terms and Conditions refer, are contradictory to a certain extent, then the priority of these documents is the following:
- a) the Written Agreement, or order form and other information agreed by the Contracting Parties when ordering the Services without a Written Agreement;
  - b) the Service Datasheet;
  - c) these Terms and Conditions;
  - d) other documents.
- 20.2 The provision stipulated in paragraph 20.1 does not apply, if it is obvious that a certain question is dealt with in more detail in another document, which would not have priority status according to paragraph 20.1, or if the application of the stipulation in paragraph 20.1 would be

inconsistent with a later written agreement between the Contracting Parties.

20.3 The Contract is binding for both Contracting Parties and their legal successors.

20.4 If any provision of the Contract, these Terms and Conditions or any other document, to which the Contract or these Terms and Conditions refer, is void due to conflict with relevant legislation or becomes void during the effectiveness of the Contract, the validity of the other provisions remain unaffected.