

GENERAL TERMS AND CONDITIONS OF THE COMPANY KPC-Group, s.r.o.

1. **Introductory provisions.** These General Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) of the company KPC-Group, s.r.o., company ID: 265 00 281, with its registered office at Štefánikova 248/32, Smíchov, 150 00 Prague 5, registered in the Commercial Register kept by the Municipal Court in Prague under file no. C 86088 (hereinafter referred to as the “**KPC**”) form an integral part of the service contracts concluded between the Provider and the Customer, and KPC always acts as the provider (the customer hereinafter referred to as the “**Client**”) (KPC and the Client jointly referred to as the “**Contracting Parties**”).
2. **Contract.** The Contracting Parties have agreed a service contract between them (hereinafter referred to as the “**Contract**”). All contractual relations between KPC and the Client shall be governed by these Terms and Conditions, unless otherwise stated in the Contract. The Contract is established by signing the Contract by both Contracting Parties
3. **Introductory provisions.** KPC’s remuneration for the provision of services under the Contract and the manner of its payment is specified in the Contract (hereinafter referred to as the “**Remuneration**”). The remuneration also includes all KPC’s costs associated with the provision of KPC’s services. KPC is a VAT payer and the Remuneration does not include the statutory amount of VAT. The Client is obliged to pay the Remuneration to KPC on the basis of a tax document - an invoice issued in accordance with applicable legal regulations, the Contract and these Terms and Conditions. The maturity of the tax document - invoice is 14 days from the date of issue of the tax document.
4. **Duration and termination of the Contract.** The Contract is concluded for a definite period of time. The Contract is for subscription-based research services and related services (the “**Services**”) and is non-cancellable and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period
5. **Other rights and obligations of KPC.** KPC is also entitled to ensure the fulfilment with the assistance or through third parties when fulfilling the Contract obligations. KPC is not obliged to provide services under the Contract if the Client is in delay with the payment of the Remuneration. KPC is not liable for damage caused by the improper use of the services under the Contract caused by the Client or by employees or associates.
6. **Disclaimer of All Other Warranties.** The Services are provided on an “as is” basis, and KPC expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information. Client recognises the uncertainties inherent in any analysis or information that may be provided as part of the Services, and acknowledges that the Services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. KPC shall not be liable for any actions or decisions that Client may take based on the Services or any information or data contained therein. Client understands that it assumes the entire risk with respect to the use of the Services.
7. **Ownership and use of services.** The database rights used by KPC are owned by the company Gartner, Inc., with its registered office at Gartner Ireland Limited of Level 3, Two Park Place, Upper Hatch Street, Dublin 2, Ireland, registration number: 182294, tax number IE6582294W and/or its affiliated organization (hereinafter referred to as “**Gartner**”). Gartner and KPC reserve all rights to the services provided to the Client under the Contract for which the Client is not licensed under Article 9 of the Contract. The Client is entitled to (i) print one copy of the individual analysis for its personal and internal use; (ii) make an extract from the individual research report for internal presentations or materials intended for other employees of the Client, provided that they are intended solely for the Client's internal needs. The Client shall not be entitled to redistribute copies of individual research reports to persons who are not users of the services or the public, either electronically or otherwise, unless this possibility is specifically provided by the description of the services in the Contract. Neither the Client nor the users may reproduce or distribute the Services under the Contract to external entities or persons who are not authorized to receive the services provided under the Contract without the prior written consent of KPC, except for the external distribution of complete copies of individual documents purchased by the Client. The Client is obliged to read and comply with the “*Usage Guidelines for Gartner Services*” available to licensed users in the “Policies” section at www.gartner.com. In particular, the Client agrees that he/she may use the Services selections for external use only with the prior written consent of KPC or Gartner. Any external use of the Services must be in accordance with the “*Copyright and Quote Policy*” published by Gartner in the “Customer Relations” section at www.gartner.com. The Services may not be stored by the Client in any information storage area or search system. This point is without prejudice to Article 7 (7.3) of the Contract.
8. **Access to services under the Contract.** Access to the Services is limited to the number of named individuals (Users) specified in the Contract. The Client may change the User without the prior consent of KPC if: (i) the User terminates the employment relationship with the Client, or (ii) the User's position has

changed substantially so that the Client's access to the Services is no longer deemed necessary by the Client. If the Client wishes to change the User for any other reason, the Client must obtain a prior approval from KPC. Such approval shall not be unreasonably refused if it is requested only occasionally and in a limited way. The Client must ensure adequate security measures to restrict access to services to authorized Users only.

9. **Copyright, industrial rights.** If the result of KPC's activities is a copyrighted work, it is subject to the regime of Act No. 121/2000 Coll. on copyright and related rights and on amendment to certain acts (the Copyright Act), as later amended. The Client is then entitled to use the copyrighted work only for purposes arising from the Contract and these Terms and Conditions, for other purposes the Client is entitled to use the copyrighted work only with the prior written consent of KPC. Without the prior written consent of the other Contracting Party, no Contracting Party is entitled to use the name, company, trademark or logo of the other Contracting Party in promotional materials, public statements, notices, advertisements or other similar publications. The license granted to the Client by KPC is agreed to be non-exclusive, territorially unlimited and without the possibility of negotiating a sub-licence.
10. **Secrecy.** KPC undertakes to maintain the confidentiality of any Client-specific information that the Client submits to KPC in connection with the Contract, if (i) it is clearly marked as confidential when provided in writing, or (ii) is declared confidential, if delivered orally, and this opinion will be confirmed in writing within 15 days of the first submission of the information. This obligation shall not apply to any information which: (i) is publicly available at the time of its submission; (ii) is independently detected by KPC or Gartner; (iii) is published in a manner other than a violation by KPC or Gartner after the Client has submitted it to KPC or Gartner; (iv) is already available to KPC or Gartner without any confidentiality obligation at the time the Client submitted to KPC or Gartner; or (v) the Client has given it to a third party without any obligation of confidentiality. The Client acknowledges that KPC is active in the field of information technology research and analysis and this confidentiality obligation does not apply to information obtained by KPC's research, analytical or consulting divisions from other sources. The provisions of the preceding sentence shall apply mutatis mutandis to Gartner. KPC is entitled to use the confidential information in case of a lawsuit with the Client or to disclose it to the state authorities if requested.
11. **Force majeure.** Neither Contracting Party shall be liable for failure to fulfil any of its obligations if such violation of the Terms and Conditions or the Contract is due to force majeure. This shall not apply if the Contracting Party could have assumed such a situation or was already in delay with the fulfilment of its obligations before the force majeure event occurred. A Contracting Party which has failed to fulfil its obligations under these Terms and Conditions due to force majeure shall notify the other Contracting Party within five days of such violation of obligation. If the force majeure situation lasts longer than 30 days, the other Contracting Party is entitled to withdraw from the Contract. The provisions of Sections 2006 to 2008 of the Civil Code shall not apply.
12. **Personal data protection.** KPC is very committed to personal data protection and has therefore produced an information statement on how it processes personal data. This statement is available at <https://kpc-group.cz/en/information-on-personal-data-processing>
13. **Final provisions.**
 - a) The contracting parties declare that they consider anything that was agreed or registered prior to the signing of the Contract and which is not an explicit part of the Contract or the Terms and Conditions as undecided and therefore without legal effects.
 - b) The Contracting Parties are not entitled to assign any of their rights under the Contract or these Terms and Conditions to a third party without the approval of the other Contracting Party; this limitation shall not apply in case of transfer of rights and obligations in case of legal succession or in case of rights of assignment of the Client's rights to another company with which the company of the Client forms a group.
 - c) Unless expressly stated otherwise, e-mail is not considered to be a written form under these Terms and Conditions.
 - d) Any deviations from these Terms and Conditions, their amendments or changes are valid and effective only if agreed in writing by both Contracting Parties. Any terms and conditions of the Client shall not apply.
 - e) The Contract may only be amended by written and numbered amendments agreed by both Contracting Parties.
 - f) If, for any reason, any provision of the Contract or these Terms and Conditions is deemed by the court to be invalid, ineffective or unenforceable, such provision shall not affect the validity and effectiveness of the remaining provisions of the Contract and the Terms and Conditions; in such case, the Contracting Parties undertake to enter into discussion without delay in order to amend such a provision so that it becomes valid, effective and enforceable, while maintaining, as far as possible, the original intention of the Contracting Parties related to the provision amending the matter in

question.

- g) If the dispute related to the Contract cannot be settled amicably, the Contracting Parties agree that the competent court to hear and decide on the matter is the Regional Court according to the registered office of KPC.
- h) The applicable law is the legal order of the Czech Republic.
- i) The rights and obligations of the Contracting Parties not regulated in these Terms and Conditions are governed by the valid legal regulations, in particular the Civil Code.

In Prague on 30 March 2020

KPC-Group, s.r.o.

Ing. Oldřich Přiklenk, Managing Director