

STANDARD TERMS AND CONDITIONS

Version 260820

Of company **PANORIS s.r.o.**

Incorporated based on law of Czech Republic

ID 27820050, VAT CZ CZ27820050

Registered office Purkyňova 649/127, Medlánky, 612 00 Brno

(„**Supplier**“)

1. INITIAL PROVISIONS

- 1.1 The Supplier has developed a solution for recording and analysis of sports matches. These Terms and Conditions will apply to the purchase of the Hardware, providing the Software or the Web service and Services of the Supplier. Technical specification of Software and Hardware is available on: <http://www.panoris.com/download/technicalspecification.pdf> (hereinafter referred to as the "**Technical specification**").
- 1.2 The object and purpose of the performance is supply of the solution for recording and analysis of sports matches and providing of related services of the Supplier to the Customer.
- 1.3 For the purpose of this Terms and Conditions:
 - a. "**Additional Term**" means renewed effectiveness of the Agreement after the expiration of the Initial Term according to the Section 10 of these Terms and Conditions.
 - b. "**Advanced payment**" means first part of the Payment specified in Quotation that shall be invoiced by the Supplier and paid by the Customer to the Supplier after the conclusion of the Agreement.
 - c. "**Agreement**" means the agreement concluded between the Supplier and the Customer according the Section 2 of these Terms and Conditions.
 - d. "**Customer**" means the business company or independent entrepreneur that is interested in purchasing Hardware and/or providing Software and/or the Web service and Services from the Supplier.
 - e. "**Date of delivery and setting into operation**" means date of delivery of Product specified in the Quotation and setting into operation. The Date of delivery and setting into operation is set out minimal 4 weeks and maximal 8 weeks from receiving the Advance payment from the Customer to the Supplier after fulfilment of the Customer's necessary obligations specified in the Quotation and the Section 3.3.
 - f. "**Hardware**" means the hardware suitable for operation of the Software. The Hardware is further specified in the Quotation and Technical specification.
 - g. "**Initial Term**" means the first period of the Agreement's duration.
 - h. "**Long-term Agreement**" means Agreement concluded for a period of more than one year, i.e. for the Initial Term and Additional Term.
 - i. "**Parties**" means together the Supplier and the Customer as a parties of the Agreement.
 - j. "**Place of Delivery**" means place of delivery of Hardware set out by the Customer specified in the Quotation.
 - k. "**Price list**" means price list of other Supplier's performance not included in the Quotation. Valid Price list is available at: www.panoris.com/download/pricelist_Panoris.pdf.
 - l. "**Product**" means together Hardware and/or Software and/or Web service depending on the subject of performance agreed in the Agreement. Particular provisions of these Terms and Conditions shall apply to the Hardware, Software or Web service according to the context.
 - m. "**Quotation**" has the meaning set out below under these Terms and Conditions.
 - n. "**Services**" means any services provided by the Supplier to the Customer for a charge as described in Annex No. 1 (Service level agreement), if is concluded, such as support, maintenance and defect removal.
 - o. "**Short-term Agreement**" means Agreement concluded for a period Initial Term of one year or less.
 - p. "**Software**" means a solution for recording and analysis of sports matches developed by the Supplier. The features of the Software and the conditions required for its proper functionality are specified in the Quotation and Technical specification. The Software is supplied with additional Services set forth in Annex No. 1 (Service level agreement).
 - q. "**Web service**" means user interface that is implemented in the form of a web page or mobile application and can be navigated using a standard web browser or relevant mobile application.
- 1.4 The following Annex constitute an integral part of these Terms and Conditions:
Annex No. 1 (Service level agreement)

2. QUOTATION AND AGREEMENT CONCLUSION

- 2.1 Based on the interest of the Customer Supplier shall prepare the **Quotation** for Product. Such Quotation shall include at least following information: (i) identification of Supplier and the Customer; (ii) quote number; (iii) the Product, quantities and range; (iv) pricing and payment conditions; (v) Date of delivery and setting into operation, Place of delivery and (vi) valid time of the Quotation; and (vii) information about the application of these Terms and Conditions. The Quotation shall be given in written form and will be sent to the Customer via e-mail.

- 2.2 The acceptance of the Quotation with some reservations or new requirements of the Customers shall be in no way considered as the conclusion of the Agreement. In such way the Supplier prepare new Quotation.
- 2.3 The **Agreement is concluded** by the moment of Supplier's confirmation of Customer's acceptance of the Quotation without any reservations. By signing the Quotation, the Customer confirms that he is familiar with the Terms and Conditions and provides the express consent with the rights and obligations set forth in the Quotation and Terms and Conditions.
- 2.4 The Supplier has the exclusive right to cancel the Quotation during the valid time of the Quotation for any reason until the acceptance of the Quotation has been confirmed by the Supplier.

3. PLACE AND TIME OF PERFORMANCE

- 3.1 **Hardware shall be delivered** to the Place of Delivery by the Date of delivery and setting into operation.
- 3.2 If not expressly agreed otherwise, all performance under the Agreement except for delivery of the Hardware shall be performed from the offices of the Supplier or other locations determined by the Supplier through a remote administration of Customer's systems.
- 3.3 **Customer shall fulfil the necessary obligations before setting the Software into operation** specified in Section 9.2 and the Quotation and notify the Supplier that the Cooperation before setting up has been provided at least 2 (two) weeks before the Date of delivery and setting into operation.
- 3.4 **The Supplier shall set the Software into operation** as soon as possible but at the latest by the Date of delivery and setting into operation. Should the Customer not meet his obligation under Section 3.3 until Date of delivery and setting into operation, the performance of the Supplier according to the Agreement will be considered as fulfilled and the Supplier has the right for payment according to the Section 8.

4. TRANSFER OF OWNERSHIP (HARDWARE)

- 4.1 If the subject of performance agreed on Agreement is Hardware, the ownership of the Hardware is transferred to the Customer at the moment the full price is paid to the Supplier. Before the transfer of ownership, the Customer is entitled to use the Hardware solely for the purpose of setting into operation as part of Hardware transfer of ownership.
- 4.2 The Customer shall bear the costs of transport of the Hardware to the Places of Delivery, unless agreed otherwise in the Quotation. The Supplier shall hand over the Hardware to a carrier of Supplier's choice.
- 4.3 If the Customer wishes the partial delivery of the Hardware or delivery prior to the Date of delivery and setting into operation, the Customer shall bear all the costs of transport (hereinafter referred to as the **"Extra shipment"**).
- 4.4 The risk shall pass to the Customer after the handover of Hardware to the place of delivery. The Supplier shall arrange and bear the costs of appropriate insurance of the Hardware in transit to the benefit of the Customer.
- 4.5 The Customer is solely responsible for performance of all applicable customs procedures and payment of related costs (VAT, import taxes).

5. LICENSE GRANT (SOFTWARE)

- 5.1 If the subject of performance agreed on Agreement is Software, the Supplier hereby grants the Customer a license to use the Software according to the terms of the Agreement (hereinafter referred to as the **"Licence"**).
- 5.2 The License is granted from the date of acceptance of setting of the Software into operation, unless later date is agreed by the Parties. Before the date of acceptance of setting of the Software into operation the Customer is entitled to use the Software solely for the purpose of setting of the Software into operation by the acceptance procedure.
- 5.3 The License is granted for the period of Initial Term and the period of Additional Term.
- 5.4 The License entitles the Customer to use the Software for the **purpose** of recording and analysis of sports matches according to the terms of the Agreement on one physical site using a single set of Hardware.
- 5.5 The Licence is provided as a non-exclusive, non-sublicensable and non-transferable.
- 5.6 The Customer is not allowed to modify or amend any authorial work, with the exception of such modifications or amendments that cannot be excluded pursuant to applicable law.
- 5.7 In no case shall the Customer reverse engineer, disassemble, decompile the Software or otherwise seek to obtain or derive the source code, underlying ideas or algorithms of the Software.

6. RIGHT TO USE (WEB SERVICE)

- 6.1 If the subject of performance agreed on Agreement is Web service, the Supplier provide the access to the Web service and grant to the Customer the right to use the Web service for the purpose of the Agreement (hereinafter referred to as the **"Right to use"**).

7. ACCEPTANCE (HARDWARE AND SOFTWARE)

- 7.1 The Parties undertake to capture the outcomes of the acceptance procedure in **Acceptance Protocol**.
- 7.2 The setting of the Software into operation shall be accepted by the Customer even if there are defects identified during the acceptance procedure, provided these defects do not prevent the basic use of the Software for the purpose

described in Section 5.4. The Supplier shall remedy such objections captured in the Acceptance Protocol without undue delay.

- 7.3 The Customer is not obliged to accept the setting of the Software into operation if the basic use of the Software for the purpose described in Section 5.4 is prevented due to the defects identified during the acceptance procedure. The Supplier shall remedy the defects captured in the Acceptance Protocol without undue delay and present the Software for repeated acceptance procedure.
- 7.4 Notwithstanding the above provisions of this Section, the setting of the Software into operation shall be deemed to have duly accepted by the Customer if:
 - 7.4.1 prior to acceptance, the Customer used or allowed a third party to use the Software in a manner other than for the purpose of the acceptance procedure;
 - 7.4.2 prior to acceptance, the Customer interfered with the Software in any way without receiving the prior consent of the Supplier for such specific interference;
 - 7.4.3 the Customer did not participate in the acceptance procedure or did not sign the Acceptance Protocol within 5 (five) business days after being notified by the Supplier of the readiness of the Software for acceptance procedure;
 - 7.4.4 the Customer did bring any software which constitutes part of the Software into routine operation.

8. PAYMENT

8.1 HARDWARE AND SOFTWARE AND SERVICES

8.1.1 The price for the performance in **Initial Term** shall be invoiced paid in following instalments:

- a. **Advanced payment** specified in Quotation shall be invoiced by the Supplier and paid by the Customer to the Supplier after the conclusion of the Agreement. The Supplier is not obliged to any performance under the Agreement before this instalment is paid to the Supplier and all periods for performance of the Supplier shall be extended accordingly.
- b. **The remaining part of the price** shall be invoiced by the Supplier and paid by the Customer to the Supplier after the acceptance of setting of the Software into operation. This payment will include payment for the delivered Hardware, site survey, installation, additional costs stated in the Quotation and related costs and fees for performance in the period specified as Initial Term after deduction of advance payment paid under the previous paragraph;

8.1.2 The price for the performance in **Additional Term** (hereinafter referred to as the "**Additional payment**") shall be paid annually based on the invoices issued by the Supplier. In case of Short-term Agreement, the Additional payment shall correspond to the last applicable price for the performance in Additional Term unless the Supplier notify the Customer on the change of the price at the latest on the date of delivery of the invoice to the Customer.

8.1.3 In case the Customer pays the price for the next term before delivery of the invoice, the Supplier shall issue a pro forma invoice to the Customer. This shall not limit the Supplier in change of price for the performance in the term for which the price is paid. If the Customer doesn't accept the new price, he may ask the Supplier for the repayment.

8.2 WEB SERVICE

8.2.1 The price for the performance shall be paid annually based on the issued invoices.

- 8.3 All payments will be processed via bank transfer to the bank account of the Supplier stated in the invoice. The maturity term of all invoices shall be 14 (fourteen) days after date of issue.
- 8.4 If an invoice lacks any data required by relevant legal regulations notified in advance to the Supplier or contains any incorrect data, the Customer may return it to the Supplier within five (5) days of receipt whilst simultaneously notifying the Supplier of the missing or incorrect data. In such a situation, the maturity period will be suspended. A new maturity period will commence on the date when a corrected invoice is delivered. If the Customer returns the invoice even though it is correct and contains all required data, the maturity period will not be suspended and, should the Customer fail to pay the invoice price during the original maturity period, the Customer will be considered to be in default.
- 8.5 Price of other performance of the Supplier not included in the Quotation shall be specified in a Price list, if applicable.
- 8.6 The Supplier is entitled to unilaterally adjust prices for performance individually agreed in the Agreement in accordance with the inflation rate in the Czech Republic, starting from January 1st of the calendar year following the year, in which the Agreement was concluded. The Supplier shall be entitled to increase the prices for performance exclusively by the average inflation rate in the Czech Republic, expressed as a percentage increase in the average annual consumer price index, as determined and announced by the Czech Statistical Office (hereinafter referred to as "CZSO") for the previous calendar year. The Supplier undertakes to inform the Customer in writing (including the use of electronic means of remote communication) of this increase and send the announcement of CZSO on inflationary growth to the Customer without delay after the CZSO officially announces these static data. Such an increase in the price for performance shall be effective automatically from the moment the Supplier delivers this information to the Customer.

9. COOPERATION

9.1 The Customer is obliged to provide the Supplier with necessary cooperation. If the Customer is in default with provision of the cooperation the Supplier shall not be considered in default with its own obligations and all periods for performance of the Supplier shall be extended accordingly.

9.2 **Cooperation for setting into operation (HARDWARE).** The Customer is requested to cooperate with the Supplier and realize following steps in co-ordination with the Supplier through the site visits:

9.2.1 Installation requirements:

- a. Camera position exactly on middle line, as high and far as possible with a minimum of 4 meters from sideline and 5 meters above. Stable mounting position resistant to vibration. Usually mounted under the roof of the tribune.
- b. Each camera needs to see one half of the pitch including central line. There shall be no obstacles in the camera field of view.
- c. Both cameras need to be mounted as close as possible from each other.
- d. Construction space for mounting the cameras needs to be stable and prone to vibrations.
- e. UTP cables cat 6 (not longer than 90 meter).
- f. 2x UTP cable connections powered by PoE (802.3at) (Class 4) switch to connect two UHD cameras. That means cabling from cameras to PoE switch and cabling from PoE switch to the PC workstation.
- g. PC workstation and monitor dedicated space to work.
- h. 2x power outlets for connecting server and monitor.
- i. Dedicated LAN for cameras and PC workstation with internet connection. Cameras and workstation with recording software must be connected directly to one Ethernet switch (1 Gbps). No additional data transfers may be made via this switch during recording. Detailed description at Technical Specification.
- j. PC workstation needs to be accessible from the internet via remote desktop (Teamviewer version 13).

9.2.2 Preparation before Installation by Customer:

- a. Provide contact information for responsible person for installation at the stadium or facility.
- b. Define position for the workstation with monitor which will be accessible for responsible person from club to download recorded data and control the recording system.
- c. Install PoE (802.3at)(Class 4) switch to connect and power cameras with PC workstation.
- d. Prepare suitable construction for cameras mounting on predefined place. Concrete installation instructions will be provided by responsible person based on site survey or provided by customer. The position for installation needs to be agreed by Supplier.
- e. Install 2xUTP cables cat 6 from the switch to camera position to be able connect each camera.
- f. Contact Supplier and inform that preparation is ready and arrange final installation date.

9.2.3 Installation process:

- a. The preparation before installation needs to be completely fulfilled.
- b. Lines on the pitch need to be visible.
- c. The cherry picker needs to be available in case the construction for installation is not accessible other way.
- d. The customer is responsible for the installation, assembly and wiring of the supplied hardware and cameras.
- e. Cameras will be installed on predefined place, correctly positioned and fixed by technician of customer.
- f. Customer provides technical support during installation and setting the system into operation.
- g. Workstation with monitor will be installed on predefined place and connected into dedicated LAN with cameras and to the internet.
- h. Whole system will be calibrated and set into operation.
- i. The responsible person will be trained how to use the system.
- j. System handover and acceptance protocol signing.

9.3 **Cooperation for defect removal (HARDWARE OR SOFTWARE).** The Customer is requested to cooperate with the Supplier and realize following steps if necessary:

- a. Check regularly infrastructure provided by the Customer used for the Hardware and/or Software (see Section 9.2.1 hereof) and provide its maintenance and service.
- b. Provide remote access to all computers equipped with supplied Software for remote support.
- c. Enable use of recorded data to the Supplier.
- d. Ensure proper camera orientation based on Supplier recommendation.
- e. Ensure camera replacement (dismounting and mounting new camera), proper orientation setting and regular cleaning.
- f. Ensure visible pitch lines for proper system calibration.

10. TERM AND RENEWAL

10.1 The Agreement is concluded for the term starting on the effective date of the Agreement:

- 10.1.1 until the end of Initial Term (Short-term Agreement). In case the Customer pay the Additional payment based on the invoice issued by the Supplier, the Agreement is **renewed** for the term of one additional year from the date of expiry of the Initial Term (Additional Term). If the Additional payment is paid by the Customer after the end of Initial Term (Additional Term), the Agreement is renewed from the date following the last day of Initial Term (Additional Term) and the Customer is not entitled to any compensation unless the Parties agree otherwise. The Agreement can be renewed repeatedly without limitations. If the Supplier notifies the Customer prior to the expiry of the Agreement that he is not interested in renewal of the Agreement, the Agreement shall be terminated on the date of expiry of the Initial Term or Additional Term.
- 10.1.2 until the end of agreed term, in case the Parties agreed on term of the Agreement for the period longer than Initial Term (Long-term Agreement), i.e., for the Initial Term and Additional Term. The price agreed in a Long-term Agreement is not subject of change according to sec. 8.1.2. of these Terms and Conditions. The Agreement **cannot be renewed**, but Parties may conclude new Agreement.

11. DEFECTS AND WARRANTY

- 11.1 The Installation of **Software** has a defect if the Software functions do not correspond to technical specification in the Technical Specification.
- 11.2 Following **shall not be considered a defect of the Software**:
 - 11.2.1 malfunction of the Software due to conditions, in which the functionality is not guaranteed according to the Technical specification,
 - 11.2.2 malfunction caused by a hardware other than the Hardware supplied by the Supplier,
 - 11.2.3 malfunction arising due to reasons on the part of the Customer or any third party, including if the Customer performs maintenance of the Software in a manner other than agreed, fails to use all patches provided by the Supplier, continues to use the Software irrespective of a defect even though the Supplier notified the Customer of the need to suspend using the Software, or the Customer interferes with the Software in any way without the prior written consent of the Supplier;
 - 11.2.4 any form of malfunction, damage or degradation caused by any external forces outside of the control of the Supplier such as weather, affecting hardware of any origin.
- 11.3 The Supplier provides a warranty covering the Software for the Initial Term and Additional Term.
- 11.4 The **Hardware** has a defect if it does not correspond to the technical specification in the Technical Specification.
- 11.5 Following **shall not be considered a defect of the Hardware**:
 - 11.5.1 malfunction caused by a Hardware other than the Hardware supplied by the Supplier,
 - 11.5.2 malfunction arising due to reasons on the part of the Customer or any third party, including if the Customer performs maintenance of the Hardware in a manner other than agreed, fails to use all patches provided by the Supplier, continues to use the Hardware irrespective of a defect even though the Supplier notified the Customer of the need to suspend using the Hardware, or the Customer interferes with the Hardware in any way without the prior written consent of the Supplier;
 - 11.5.3 any form of malfunction, damage or degradation caused by any external forces outside of the control of the Supplier, such as weather.
- 11.6 The Supplier provides a warranty for the Hardware for a period of two years.
- 11.7 The Customer is obliged to hand over the defective Hardware to the Supplier for removal of the defect at its expense by its delivery to the Supplier's registered office, unless otherwise agreed by the Parties. If the defect is assessed as a defect covered by the warranty, the Supplier shall deliver the Hardware after removal of defect back to the Customer at Supplier's expense, otherwise such costs shall be borne by the Customer.
- 11.8 The warranty period commences on the Date of delivery and setting into Operation.
- 11.9 Customer is obliged to **report** the defect to the Supplier. The Supplier shall accept defect reports from the contact persons stated in the Quotation.
- 11.10 The Supplier shall **accept defect reports** during the work days (Monday-Friday) from 10:00 to 16:00 CEST by an e-mail sent to address: support@panoris.com; by telephone call to the number: +420774725152 or by any other mean agreed by the Parties.
- 11.11 The Supplier shall assess, whether the defect is a defect covered by warranty in compliance with Agreement or not and inform the Customer about the result of such assessment. In case of dispute between the Parties, regarding such assessment, Parties will try to settle the dispute amicably first through negotiations between authorised representatives. If the dispute is not settled after 30 (thirty) days after the day on which the nature of the assessment was first contested, any Party shall have the right to invite an independent expert from the field Cybernetics, field of Information Technology from the list of expert witnesses administered by the Ministry of Justice of the Czech Republic or any other independent expert agreed upon by the Parties. The expert shall with a definitive effect decide whether the reported defect is a defect covered by the warranty or not. The party whose allegation was in contradiction to the final decision of the expert shall bear the costs of the expert assessment.
- 11.12 If the reported **defect is assessed as a defect covered by the warranty**, it shall be solved under the regime of the Defects removal service for free as a part of the warranty.

11.13 If the **defect is not assessed as a defect covered by the warranty**, Supplier will solve the issue under the rules of Annex No. 1 (Service level agreement) if concluded, otherwise Parties may agree on extra service for a price according to the Supplier's Price list of Additional Support.

11.14 Following parameters are guaranteed by the Supplier for response to and resolution of defect:

Parameters of the service		
Name	Unit	Guaranteed value
Response time*	Working days	max. 2
Resolution time**	Working days	max. 20

**period of the time from the time of report is notified by the Customer to the time of first response of the Supplier.*

*** period of the time from the time of report is notified to the Customer to the time of notification of resolved defect covered by the warranty.*

11.15 Upon notification of defect the Supplier will upon Supplier's choice provide the Customer with:

11.15.1 free replacement of the defective part with a new flawless part in an adequate period of time, if the defect cannot be removed;

11.15.2 free removal of the defect if the defect can be removed;

11.15.3 adequate discount from the price for the performance in the Initial Term;

11.15.4 adequate discount from the price for the performance in any Additional Term.

11.16 The Supplier is obliged to remove a defect covered by warranty only if the Customer provides the Supplier with cooperation necessary for defect removal especially according to Section 9.3 of these Terms and Conditions and according to the instructions of the Supplier.

11.17 The Customer may order Service Support for a charge. The terms and conditions for defects which are not covered by the warranty are set for in the Annex No. 1 (Service level agreement), if concluded.

12. LIABILITY

12.1 Neither of the Parties will be liable for damage arising from an incorrect or otherwise erroneous specification received from the other Party. Neither of the Parties will be liable for damage or regarded to be in default if such damage and/or default arises as a consequence of the other Party's failure to perform an obligation or due to circumstances excluding liability.

12.2 Circumstances excluding liability mean any event preventing either of the Parties from performing any work, which is beyond its control and occurring without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions, such as, but not limited to, acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or quarantine restrictions; strikes or labour troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing either Party's subcontractor from performing its obligations under a subcontract.

12.3 Upon the occurrence of circumstances excluding liability, the Supplier shall be relieved from its obligations hereunder and the time for performance Supplier's obligations which has been delayed shall be extended by a period of time equivalent to the delay so caused.

12.4 Both Parties agree to notify the other Party without undue delay of circumstances excluding liability which impede due performance of the Agreement. The Parties will make every effort in order to avert and overcome circumstances excluding liability.

12.5 The Parties expressly agree that in any case their aggregate mutual liability under the Agreement shall not exceed

12.5.1 the price for the performance in Initial Term paid based on the Agreement as set out in the Quotation,

12.5.2 the price for performance in the Additional Term paid based on the Agreement as set out in the Quotation.

13. CONTRACTUAL PENALTIES

13.1 The Supplier is entitled to claim contractual penalty in the amount of 0.02 % of the price for the performance paid based on the Agreement as set out in the Quotation per each commenced day of the default if the Customer defaults with

13.1.1 payment of the price according to the Section 8; or

13.1.2 provision of Cooperation or notification that the Cooperation has been provided according to the Section 3.3.

13.2 Each Party is entitled to claim contractual penalty in the amount of 5.000 EUR per each occasion of breach of obligations arising from the Agreement with respect to confidential information according to the Section 15.

13.3 The payment of the contractual penalty shall not affect the right to the compensation for damage. Provisions on contractual penalty shall survive the termination of the Agreement, also in the event of withdrawal from the Agreement.

14. WITHDRAWAL AND TERMINATION

- 14.1 The Customer may withdraw from the Agreement in the event that the Supplier defaults for a period exceeding thirty (30) days with Date of delivery and setting into operation stated in the Quotation and the Supplier does not rectify such default within thirty (30) days of the delivery of the Customer's written request to rectify the default.
- 14.2 The Supplier may withdraw from the Agreement in the event that the Customer defaults
 - 14.2.1 with any payment more than 30 days after the maturity term or
 - 14.2.2 provision of Cooperation or notification that the Cooperation has been provided according to the Section 3.3 and the duration of such default exceeds thirty (30) days from the delivery of the Supplier's written request to rectify such default.
- 14.3 Withdrawal from the Agreement is without prejudice to the Supplier's performance that was or should and could have been duly handed over prior to the date of effect of such withdrawal. Furthermore, withdrawal from the Agreement does not affect the Supplier's right to the payment of the price for any performance under the Agreement or the payment of contractual penalties, if any.
- 14.4 If during the term of the Agreement the Supplier notifies the termination of provision of certain Products which are subject to the Agreement, the Agreement shall be terminated to the extent of those Products after 6 calendar months from the date of delivery of such notification to the Customer. If the Agreement expires before that date, the Agreement shall be terminated on the expiry date unless the Parties agree otherwise. The Customer shall be entitled to notify the Supplier within 1 month of receipt of the said notification that he is not interested in the continued provision of the remaining Products under the Agreement and to terminate the Agreement for that reason. In such case, the Agreement shall be terminated in its entirety on the date on which it was to terminate to the extent of the Products whose provision has been terminated.
- 14.5 If the Customer is interested in a use of a Product even after the provision of such Product is to be terminated pursuant to Section 14.4 hereof, the Parties may agree to continue provision of the Product as is. In such event, the Product shall be provided without warranty under Section 11 of these Terms and Conditions and without any support under the Service level agreement.
- 14.6 The Supplier may, for any reason, terminate a Long-term Agreement under 10.1.2. with effect as of the expiry of the Initial Term and to the day immediately preceding any anniversary of the commencement of the Additional Term by delivering written notice of termination to the Customer at least 3 months prior to the termination date.
- 14.7 Termination of the Agreement is without prejudice to the provisions regarding the protection of information, choice of law and dispute resolution. The termination of the Agreement shall not affect the ownership to the Hardware.

15. CONFIDENTIALITY

- 15.1 Unless stated otherwise, the Parties must maintain any confidential information which they obtain secret in a manner customary with regard to such information.
- 15.2 The Parties shall impose the duty of non-disclosure also upon their staff, agents and any third parties providing assistance if such information was disclosed to them.
- 15.3 The right to use, disclose and make available confidential information is given to both Parties only to the extent and on conditions necessary in order to ensure the proper exercising and performance of the rights and obligations arising from the Agreement.
- 15.4 Notwithstanding the form in which the information is recorded, confidential information includes all information designated as such by one of the Parties if it relates to the Agreement and its performance (particularly information about the Parties' rights and obligations and information about prices) and to any of the Parties (particularly trade secret, information about the Parties' activities, structure, profit/loss, know-how), as well as information subject to special secrecy procedures in accordance with the law (particularly secret information, personal data, banking secrets).
- 15.5 The Parties also stipulate that following information shall be considered confidential:
 - 15.5.1 List of confidential information:
 - a. Information about technical specification of the PANORIS's software product. The Customer may not modify, reverse engineer, decompile or disassemble the PANORIS's software product or any portion thereof;
 - b. Quotation;
 - c. Any mutual communication including email and attachments.
- 15.6 If any confidential information is accessed without due authorization, the Party that possessed such confidential information on the basis of the Agreement must notify the other Party immediately and make every effort to ensure that such information is not made available to unauthorized persons.
- 15.7 Information which entered public domain will not be considered confidential under any circumstances unless such information became publicly available due to a breach of the obligation to protect confidential information. Furthermore, confidential information does not include information obtained in a manner independent of the Agreement or the other Party and the party that obtained such information can prove it. It also does not include information disclosed by a third party that did not obtain such information on the basis of a breach of a confidentiality obligation.
- 15.8 Nothing in this Agreement prevents or impedes the Supplier in disclosing or using any technical knowledge, capability or experience of a general nature which the Supplier obtained during the performance of this Agreement.

- 15.9 The Supplier is authorized to use the name and brand (logo) of the Customer (without any adaption) and the site and scope of performance under the Agreement as a reference implementation for the purpose of marketing Supplier's products and services during the term of the Agreement.

16. PERSONAL DATA AND PRIVACY

- 16.1 In view of the fact that the Supplier provides the Customer with data space for the purposes of storing data through the Software, the Customer acknowledges that, in relation to personal data that it stores on the Supplier's servers, the Customer acts in the position of a personal data controller and the Supplier acts in the position of a personal data processor. The Parties are obligated to handle the personal data described in the previous sentence of this Section in accordance with the legal regulations regulating the protection of personal data, particularly in accordance with the 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 (GDPR).

- 16.2 **Agreement on Processing of Personal Data.** By entering into the Agreement, an Agreement on the Processing of Personal Data according to Art. 28 of the GDPR is also entered into, with the following content:

Object of processing: The object of processing is the personal data that the Customer stores on the Supplier's servers according to the rules contained in these Terms and conditions.

Processing time: The Supplier processes personal data in the course of the duration of the Agreement. After the elapse of 30 days from the termination of the Agreement, the Supplier will erase (delete) all of the Customer's data stored on the Supplier's servers or on other data carriers as of the date of termination.

Nature and purpose of processing: The purpose of processing is the fulfilment of obligations under the Agreement, particularly the provision of data space for the purposes of storing the Customer's data through the Software.

Type of personal data being processed: Name, surname, telephone, email, video record of the person etc. The Supplier does not process personal data pertaining to judgments in criminal matters and criminal acts. The Supplier does not process any personal data of a special category according to Art. 9 of the GDPR with the exception of those as stated above.

Categories of data subjects whose personal data are processed: (a) users of the Web service, (b) persons which will be captured on the record in connection with the sports match.

Obligations of the Supplier as a processor of personal data: The Supplier undertakes to:

- a. process personal data only on the basis of the Customer's proven instructions;
- b. ensure that the Supplier's authorized staff members who come into contact with personal data are bound to confidentiality;
- c. conduct appropriate technical and organizational safeguards in order to ensure a security level corresponding to the given risk. When assessing the appropriate level of security, the Supplier will take into consideration primarily the risks posed by processing, particularly the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of transferred, stored or otherwise processed personal data, or unauthorized access to the same;
- d. take into consideration the nature of the processing and be of assistance to the Customer through appropriate technical and organizational measures in fulfilling the Customer's obligation to react to requests for the exercise of data subjects' rights as set out in Chapter III of the GDPR (Rights of the data subject);
- e. be of assistance to the Customer in ensuring compliance with obligations according to Articles 32 to 36 of the GDPR (Security of personal data), while taking into consideration the nature of the processing of the information that the Supplier has available;
- f. notify the Customer without undue delay of any cases of a breach of personal data security;
- g. provide the Customer with all information necessary in order to prove that the obligations stated above have been fulfilled and enable the Customer to inspect the fulfilment of the said obligations. In the event of inspection, the Supplier undertakes to provide the Customer with cooperation.

Other processors: The Customer grants consent for the Supplier to involve other processors in the processing of personal data that the Customer stores on the Supplier's servers. The Supplier is obligated to inform the Customer of all intended changes pertaining to the acceptance of other processors or a replacement thereof, and to provide the Customer with the opportunity to express objections in regard to such changes. The list of processors is set out in www.panoris.com.

17. MUTUAL COMMUNICATION

- 17.1 The Parties will only communicate via their authorized representatives and their contact details listed in Quotation. Each Party may in writing change or nominate additional contact person or change its contact details.
- 17.2 All notifications to the Parties of the Agreement relating to or required on the basis of the Agreement must be made in writing. Notification that has no impact on the effectiveness of the Agreement, payment of a contractual penalty and/or damages, the notification may also be delivered by e-mail or fax. All other notifications have to be delivered to the other Party by hand, registered post service, to the relevant Party's address stated in the Quotation or previously notified.
- 17.3 Any notification will be deemed delivered on the third (3rd) day after it has been demonstrably sent.

- 17.4 Each Party agrees that should its change its address, it will notify the other Party of this no later than within three (3) days.

18. COPYRIGHTS

- 18.1 It is stated out, that the Customer has all rights to the videos created according to the Agreement. In particular this includes the exclusive, transferrable and – in terms of time, place and content – unrestricted right to modify, copy, transfer, transmit, process, read and download from a database. These rights consist beyond the term of the Agreement. The Supplier has no rights in the videos, except the right to use the videos for performance of the Agreement as same as for the use to properly administer and to improve the video analysis system provided based on the Agreement. In particular the Supplier shall not be permitted to modify, to publish or make available the videos whether for payment or free of charge, in whole or in part, to the third parties without the Customer's authorization except for the anonymized sequences of the videos which may be used for marketing purposes without Customer's authorization.
- 18.2 For the avoidance of doubt, the Parties proclaim that if the result of an activity created on the basis of the Agreement by the Supplier for the Customer constitutes new function of Software, new software or another copyrighted work, it will be considered that the sole owner and executor of copyrights of this result is the Supplier.

19. FINAL PROVISIONS

- 19.1 The Agreement shall be governed by law of the Czech Republic with exclusion of United Nations Convention on Contracts for the International Sale of Goods.
- 19.2 The Supplier is authorized to unilaterally modify this Terms and Conditions to a reasonable extent. The Supplier is obligated to notify the fact that this Terms and Conditions have been modified, in the form of an email to the Customer's email address, at least 15 days prior to the effective date of the new version of the Terms and Conditions. The Customer has the right to reject changes in the Terms and Conditions, by sending a notice of termination in the form of a letter or email, sent to the Supplier's address; the Agreement expires at the end of the relevant term (either Initial Term or Additional Term) and until the end of the term, the Supplier undertakes to ensure that the original conditions will be applied the Customer. If the Customer does not reject changes in the Terms and Conditions that it has been duly notified of, the relationship under the Agreement shall be governed by the new version of the Terms and Conditions having the text as notified to the Customer.
- 19.3 All disputes or claims arising out of or in connection with the Agreement including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by one or three arbitrators appointed in accordance with the said Rules.
- 19.4 All rights and obligations ensuing from the Agreement will pass on to the legal successors of the Parties provided that this is not precluded by the nature of such rights and obligations. The Customer shall not assign the rights or obligations arising from the Agreement without prior written approval of the Supplier.
- 19.5 If any provision of the Agreement proves to be invalid or unenforceable or becomes invalid or unenforceable after the Agreement was concluded, such invalidity or unenforceability does not lead to the invalidity or unenforceability of the remaining provisions of the Agreement unless any mandatory legal provisions require otherwise. Under such circumstances, the Parties agree to replace such an invalid or unenforceable provision with a valid and enforceable provision with content as close as possible to the purpose of the invalid or unenforceable provision.

Annex No. 1 of the Standard Terms and Conditions
SERVICE LEVEL AGREEMENT

Of company **PANORIS s.r.o.**

Incorporated based on law of Czech Republic

ID 27820050, VAT CZ CZ27820050

Registered office Purkyňova 649/127, Medlánky, 612 00 Brno

(„**Supplier**“)

1. INITIAL PROVISIONS

- 1.1 This Service level agreement (hereinafter referred to as the “**SLA**”) constitute an integral part of the Standard Terms and Conditions if is concluded.
- 1.2 For the purpose of this SLA:
- a. “**Defect**” means defect pursuant Section 11 of the Terms and Conditions.
 - b. “**Incident**” means every case of nonfunction of the Product reported to the Supplier.
 - c. “**Operational time**” means period of time specified in Section 4.1 of this SLA in which the Services are provided.
 - d. “**Resolution time**” means period of the time from the time of report is notified to the Customer to the time of notification of resolved Incident.
 - e. “**Response time**” means period of the time from the time of report is notified by the Customer to the time of first response of the Supplier by email or reported time notified time of telephone response.
 - f. “**Term**” means current Initial Term or Additional Term.
- 1.3 Definition of other terms used within the text is set out in the Standard Terms and Conditions.

2. SERVICES

- 2.1 The Supplier undertakes to provide the Customer with following services:
- 2.1.1 Defects removal (Section 5);
 - 2.1.2 Standard Support (Section 6);
 - 2.1.3 Maintenance (Section 7); (hereinafter also referred to individually as a “**Service**” or jointly referred to as “**Services**”).
- 2.2 The Services shall be provided in the Term.

3. REPORTING OF INCIDENTS

- 3.1 The Supplier shall accept incident reports from the contact persons stated in the Acceptance protocol.
- 3.2 The Supplier shall accept **reports about Incidents** during the Operational time by an e-mail sent to address: support@panoris.com; by telephone call to the number: +420774725152 or by any other mean agreed by the Parties.
- 3.3 The Supplier shall assess whether the **Incident is a Defect or not** (or whether the Incident is minor) and inform the Customer about the result of such assessment.
- 3.4 In case of dispute between the Parties, whether an Incident is or was a Defect or not (or whether the Incident is minor), Parties will try to settle the dispute amicably first through negotiations between authorised representatives. If the dispute is not settled after 30 (thirty) days after the day on which the nature of the Incident was first contested, any Party shall have the right to invite an independent expert from the field Cybernetics, field of Information Technology from the list of expert witnesses administered by the Ministry of Justice of the Czech Republic or any other independent expert agreed upon by the Parties. The expert shall with a definitive effect decide whether the Incident is a Defect or not. The party whose allegation was in contradiction to the final decision of the expert shall bear the costs of the expert assessment.

4. INCIDENT RESPONSE AND RESOLUTION

- 4.1 Following parameters are guaranteed by the Supplier for response to and resolution of Incidents:

Operational times	Work days (Monday – Friday) 9.00 – 17.00 CEST	
Parameters of the Service		
Name	Unit	Guaranteed value
Response time	Hour	max. 8
Resolution time	Day	max. 5

- 4.2 The Resolution times run only during the Operational times. The Resolution times are not guaranteed for **minor Incidents** that do not severely impact the use of the Product for the purpose according to the Agreement. Such Incident shall be resolved on a best effort basis.

- 4.3 If any guaranteed value is exceeded more than three times in one month regarding one specific piece of Product, the Customer has the right to claim the provision of such Product for one (1) additional month free of charge after the expiry of the Term.
- 4.4 The Supplier is obliged to resolve an Incident only if the Customer provides the Supplier with **cooperation** necessary for resolution of the incident according to Section 9.3 of the Standard Terms and Conditions and according to the instructions of the Supplier.

5. DEFECTS REMOVAL

- 5.1 If the Incident is assessed in the assessment pursuant Subsection 3.3 of this SLA as a Defect, it shall be solved under the regime of the Defects removal Service under the Standard Terms and Conditions.
- 5.2 Under the Defects removal service, the Supplier shall remove the Defects for free as a part of the Warranty.

6. STANDARD SUPPORT

- 6.1 If the Incident is not a Defect, it shall be solved under the regime of the Standard Support Service.
- 6.2 Standard Support included in the price for the performance for the Term covers maximum number of 5 Incidents with maximal duration of 5 hours for each specific Product of Panoris Recorder or Panoris Pen Premium per Initial Term and per each year of Additional Term which will be resolved remotely by the Supplier unless defined in the Quotation.
- 6.3 If the maximum number of Incidents covered by Standard Support Service is reached, additional Incidents which will not be assessed as Defect will not be resolved as the Standard Support. The Supplier is entitled to charge the Customer for resolution of the Incident price according to the Price list.

7. MAINTENANCE

- 7.1 Under the Maintenance service, the Customer is entitled to gain access to all new versions, updates and patches of the Software or the Web service that the Supplier releases to its customers. Such new versions, updates and patches are considered to be the part of the Software or the Web service and are covered by the License according to Section 5 of the Terms and Conditions or Right to use according to Section 6 of the Terms and Conditions including its limitations and other conditions.

8. ADDITIONAL SUPPORT

- 8.1 The Additional Support Services cover Incidents and services that are not covered by Standard Support. Additional Support Services are not included in the price of performance for the Term.
- 8.2 Scope and the price of individual Additional Support services are listed in the Price list. Additional Support services may be ordered by notification according to Section 17 of the Standard Terms and Conditions. The order of the Additional support is binding.