Framework Services Agreement

executed on [date] between the following parties:

Colours of Data, Ltd., with its registered office at 71 Shelton Street, London, WC2H 9JQ
Company number: 10686792, VAT number: GB275 4725 77, (hereinafter the "**CoD**")

and

[__], with its registered office at [__], Company ID Number: [__], VAT Number.: [__],
(hereinafter the **"Client"**)

(each of CoD and the Client, individually, also the **Party**, and, jointly, the **Parties**)

WHEREAS

(A)   CoD provides data analytics services and related services or products, including
software development, software implementation and business advisory services
(**Services**);

(B)   The Client is active in the field of [__].

(C)   The Client wishes to use the Services for the purpose of [__] and CoD wishes to
provide the same to the Client;

(D)   The Parties wish to set forth the framework terms and conditions of their
cooperation applicable to any particular agreement between them regarding the
Services.

NOW THEREFORE, the Parties agree as follows:

1.   Parties' Representations

1.1   CoD represents that it is a corporation duly established and existing under the laws
of the Czech Republic, that it is authorized to execute this Agreement and perform
obligations thereunder and that it is not subject to any bankruptcy, insolvency or
execution proceedings.

1.2   The Client represents that it is a corporation duly established and existing under the
laws of the Czech Republic, that it is authorized to execute this Agreement and
perform obligations thereunder and that it is not subject to any bankruptcy,
insolvency or execution proceedings.

2.   Definitions

2.1   The Parties have agreed that the capitalized terms used in this Agreement have the
following meanings:

Acceptance Procedure	is the process of performing Acceptance Tests for the purpose of handing over and taking over the Services or part thereof by the Client.

Acceptance Protocol	is a document through which the Services (or a part thereof) are handed over, and which contains a declaration of the acceptance by the Client of the Services (or a part thereof) and an inventory of any defects in the Services (or part thereof).
Acceptance Test	is the process to verify whether the acceptance criteria for the Services or part thereof, as specified in the Statement of Work, are being met.
Agreement	means this Framework Services Agreement between CoD and the Client.
Analysis	means the initial stage of the Services, if applicable under the relevant Statement of Work; the purpose of the Analysis is a detailed analysis of the needs of the Client for the purposes of a further specification of the Services and its individual parts and / or deliveries; the Analysis amends the Statement of Work. The Analysis is further specified in Section 5.
Analysis Acceptance Protocol	means the written protocol regarding the approval and the acceptance by the Client of the Analysis.
Annex	means any annex to this Agreement; the annexes form an integral part of this Agreement.
Authorized Person	represents the relevant Party in technical, commercial or other matters relating to the performance of this Agreement and is defined in Sections 15.4 and 15.5
Change	has the meaning defined in Section 8.2.
Copyright Laws	means any copyright laws under any relevant jurisdiction applicable to the Services and /or the deliverables thereunder, as applicable.
Date of Analysis	has the meaning set forth in Section 5.1.
Documents	are defined in Section 12.1.
Existing Client Systems	are information systems and information technologies specified in Annex No. [ ] that are used by the Client at the date of signing of this Agreement.
Full Operation	means the normal use of the Work in the operations of the Client.
GDPR	is Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation).

Implementation Team	is the CoD's implementation team according to Section 15.3.
License	means the license with respect to the work pursuant to Section 6.2.
Price	is the price of the Services pursuant to Section 13.1 payable by the Client to CoD.
Price of Analyses	has the meaning set forth in Section 5.1.
Purpose of Services	means the internal use of the Services by the Client in its business and operations as the purpose of use of the Services is further determined in the Preamble to this Agreement.
Schedule	is the time schedule for the performance and the delivery by CoD of the Services specifying individual phases of the performance of the Services and individual deliveries, as applicable; the Schedule is set forth in the Statement of Work and amended in the Analysis, as applicable;
Services	means the services and/or deliveries set forth in paragraph (A) of the Preamble and further set forth in individual Statements of Work.
Statement of Work	individual order for the Services agreed upon and executed between CoD and the Client; the execution of the Statement of Work by both Parties gives rise to individual Services Agreement of which the terms and conditions of this Agreement make an integral part; the form of the Statement of Work is attached as <u>Annex No. [___]</u>.
Third-Party Software	includes, primarily, software, programs and program code which are not created by the CoD but used by the CoD for the performance of the Work and that form part of it. Third-Party Software is specified in <u>Annex No. [___]</u>.
Work	has the meaning set forth in Section 6.1.

3. Purpose and subject-matter of the Agreement

3.1 The purpose of this Agreement is to set forth the framework terms and conditions applicable to any cooperation between the Parties as part of which CoD shall provide any Services to the Client.

3.2 CoD shall provide to the Client the Services on the basis of and subject to particular Services Agreements.

3.3   The Parties shall conclude any particular Services Agreement by executing the relevant Statement of Work (**Services Agreement**). The form of the Statement of Work is attached as Annex [__].

3.4   The terms and conditions of this Agreement apply to and make an integral part of any and all Statements of Work, and, accordingly, any and all Services Agreements executed between the Parties during the term of this Agreement. In case of discrepancies between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work (Services Agreement), the terms and conditions of the relevant Statement of Work (Services Agreement) shall prevail.

4.   Services by CoD

4.1   CoD shall provide the Services to the Client at its own expense and risk, for the Price and subject to the terms and conditions set forth herein and in the relevant Statement of Work.

4.2   The Client shall provide to CoD reasonable cooperation in relation to the provision of the Services as further specified herein and in the individual Statements of Work, as appropriate, and pay the Price.

4.3   A detailed specification of the Services (including, without limitation, CoD's individual tasks, deliverables, the training of the Client's staff, the Documentation relating to the Services and/or the deliverables and/or the language in which the Services shall be provided) shall be set forth in the relevant Statement of Work.

4.4   The Parties may agree in the relevant Statement of Work that the Services will be subject to further specification on the basis of the Analysis pursuant to Section 5.

4.5   Unless agreed otherwise in the Statement of Work, CoD shall perform the Services independently, provided however, that the Client agrees to provide cooperation pursuant to the Statement of Work and Section 18.

4.6   **Place and date of performance of Services**

4.7   The place of performance of the Services and, as appropriate, a remote performance by CoD from its premises, shall be specified in the Statement of Work. If no such specification is included in the Statement of Work, the premises of CoD are deemed to be the place of performance of the Services.

4.8   The method of the handover of the Services and any parts thereof shall be specified in the Statement of Work.

4.9   The term of the delivery of the Services and/or any deliverables thereunder shall be specified in the relevant Statement of Work.

5.   Analysis

5.1   If so agreed in the Statement of Work, CoD shall (as the first step of the performance of the Services) prepare the Analysis of the Services contemplated under the relevant Statement of Work. In such case, the Statement of Work shall specify the price of the Analysis (**Price of Analysis**) and the term of its delivery by CoD to the Client (**Date of Analysis**).

5.2   The purpose of the Analysis is to review and confirm or amend the scope of Services and the Price set forth in the Statement of Work. As part of the preparation

of the Analysis, CoD shall further familiarize with the Client's needs, the Existing Client Systems and the Client's processes and on that basis, CoD shall prepare the Analysis providing for further details of the Services under the relevant Statement of Work and, if applicable, providing for amended Price and Schedule of the Services.

5.3   The Client shall provide CoD with all reasonable cooperation requested by CoD during the preparation of the Analysis, without limitation, provide access to the Existing Client Systems and respond to CoD's inquiries without undue delay. CoD is not responsible for any defects or deficiencies of the Services caused by an insufficient or delayed cooperation of the Client.

5.4   As part of the Analysis, CoD may propose additional services beyond the scope of Services originally agreed in the Statement of Work if CoD deems such additional services appropriate or necessary for meeting the Client's objectives. In such case, the Analysis will include the impact of the additional services on the Price and the Schedule.

5.5   CoD shall deliver the Analysis to the Client on the Date of Analysis at the latest. The Client shall approve the Analysis no later than within 3 business days from the delivery of the Analysis to the Client by executing the Analysis Acceptance Protocol.

5.6   Upon the execution of the Analysis Acceptance Protocol by both Parties, the Analysis is deemed to make part and amend the relevant Statement of Work (and the relevant Services Agreement).

5.7   Unless agreed otherwise in writing, if the Client does not approve the Analysis by executing the Analysis Acceptance Protocol within the term set forth in Section 5.5, either Party is entitled to terminate the relevant Statement of Work (and the relevant Services Agreement concluded on its basis), by written notice delivered to the other Party with immediate effect upon the delivery of such notice.

5.8   In the event of the termination pursuant to Section 5.7, the Client is entitled to keep the Analysis and CoD is entitled to be paid the Price of Analysis. The Client is then entitled to use the Analysis only for its internal processes that are the subject of the Analysis. Unless agreed otherwise in writing between the Parties, any other use of the Analysis is prohibited. If the Client is in default with the payment to CoD of the Price of Analysis, the Client shall return the Analysis to CoD without undue delay upon CoD's request and shall refrain from any use thereof. The return of the Analysis to CoD shall not affect CoD's right for the payment of the Price of Analysis.

5.9   Sections 9 and 11 do not apply to the procedure of handing over the Analysis.

6.   License

6.1   All or certain performance under the Services and / or deliverables which make part thereof, as applicable, is subject to and protected by copyright pursuant to the Copyright Laws (collectively, **Work**).

6.2   CoD provides to the Client a license with respect to the Work pursuant to Sections 6.3 through 6.16 (**License**).

6.3   The License with respect to any part of the Work delivered by CoD to the Client enters into effect only upon the full payment of the Price for such part of the Work. In the event that the entire Work is delivered at one time as a whole, the License with respect to such Work enters into effect upon the full payment of the Price for the Work.

6.4   The Price includes the consideration for the License.

6.5   Subject to Section 6.11, the Licence is provided as exclusive.

6.6   The Client is authorized to use the Work without limitation as to the territory.

6.7   The Client is entitled to use the Work in any manner for the Client's internal needs in accordance with the Purpose of Services.

6.8   The Client is in no way authorized to use the Work in whole or in part beyond the Purpose of Services; in particular, the Client is not entitled to copy and trade the Work or any part thereof (especially to offer it for sale, sell and/or license it) or to use it for developing its own product or service having the same or similar purpose as the Work and trade the same (especially to offer it for sale, sell and/or license it).

6.9   The Client is entitled to use the Work during the entire duration of the economic authorship rights with respect to the Work.

6.10   The Client is authorized to use the Work without limitation as to quantity.

6.11   The Client agrees that CoD is authorized to use, for its own internal needs and/or for the development and licensing to third parties, any modules and other parts of the Work that do not contain information and other attributes specifically relating to the Client.

6.12   The Client is not authorized to create copies of the Work or any part thereof other than for the purposes of archiving or safety backups. The Client shall protect copies against loss and theft and must mark them with all copyrights as required in the Statement of Work (or in the Analysis).

6.13   The Client is entitled to grant any and all authorizations under the License to third parties by way of an assignment or a sublicense only within the framework of the Purpose of Services and subject to the prior written consent of CoD.

6.14   The Client is entitled to adapt the Work or modify the Work or any part thereof however always within the scope of the Purpose of Services.

6.15   Notwithstanding the above provisions of this Section 6, if Third-Party Software is used for the creation of the Work, the Client agrees that the use of the Work by the Client is subject to limitations resulting from the license terms relating to the Third-Party Software pursuant to Section 7.

6.16   The Client is not bound to use the License or any part thereof.

7.   Third-Party Software

7.1   Third-Party Software may also be used for the purpose of creating and using the Work.

7.2   The Parties have agreed that Third-Party Software required for the performance of the Work will always be agreed upon in advance in the Statement of Work (as amended by the Analysis, as appropriate) or otherwise. Unless otherwise agreed in the Statement of Work, CoD shall purchase licenses for the agreed Third-Party Software and shall charge the Client the price of such licenses.

7.3   The Client undertakes to grant CoD access to the Third-Party Software in a manner that will allow it to perform the Services Agreement. In the event of default by the Client with making the Third-Party Software available to CoD, CoD is entitled to

suspend the performance of the Services Agreement until the Third-Party Software is made available to CoD. In case of the suspension, CoD is not in default with the performance of the Services Agreement and the terms under the Schedule are postponed by the time of the suspension.

8. Change to the Services

8.1 Either Party is entitled to propose to the other Party changes to the Services (and/or deliveries thereunder) prior to their completion.

8.2 A change is understood to be a requirement relating to the Services and/or deliveries thereunder or any their parameter or any part thereof which is not specifically stated in the Statement of Work (as amended by the Analysis, as appropriate) (**Change** or **Changes**).

8.3 Unless agreed otherwise, any Change shall be subject to the Analysis, indicating the impacts on the Price and the Schedule, the approval of the relevant Analysis by the Client and the inclusion of the Change in the relevant Statement of Work (Services Agreement) in the form of a written amendment signed by both Parties. In absence of such written amendment, the Change is not binding upon any of the Parties.

8.4 Any and all provisions of this Agreement apply to any Change to the same extent as to the original Services (deliveries) under the relevant Statement of Work (as amended by the Analysis, as appropriate).

8.5 CoD undertakes to perform the Analysis of the proposed Change, including the impact on the Schedule and the Price, within [__] business days from the receipt of the request for the Change from the Client, unless the Parties agree otherwise. If the Change is proposed by CoD, CoD shall prepare the Analysis of the Change within [__] business days after receiving the notification from the Client that it agrees to the processing of the Analysis of the Change based on the proposal from CoD.

8.6 CoD shall charge for the Analysis of any Change manday rates specified in the relevant Statement of Work (Services Agreement) relating to the Services affected by the Change.

9. Acceptance procedure - Testing

9.1 The Acceptance Procedure shall take place prior to the handover by CoD and the acceptance by the Client of the Services or part thereof. The Acceptance Procedure regulates the testing of individual parts of the Services and its aim is to examine whether the Services (or the respective handed-over part) are meeting the agreed parameters.

9.2 The Services shall be handed over and tested per their individual parts as specified in the Statement of Work.

9.3 The Acceptance Procedure shall be specified in the Statement of Work.

10. Data migration

10.1 Unless agreed otherwise, no Client data will be migrated from the Existing Client's Systems to the systems supplied by CoD as part of the Services.

11. Handover and acceptance of the Services

11.1 After the successful completion of any Services milestone or phase and/or deliverable specified in the Statement of Work (and the completion of the Acceptance Procedure pursuant to Section 9), the relevant Services and/or deliverables shall be handed over by CoD to the Client and accepted by the Client based on a written Acceptance Protocol, the template of which forms Annex No. [ ] to this Agreement.

11.2 The Client acquires the ownership right to the tangible components of the Services upon the full payment of the Price for such Services (or the handed-over part thereof). The risk of damage on any deliverables under the Services is transferred to the Client upon their acceptance on the basis of the Acceptance Protocol.

11.3 CoD shall not hand over to the Client the source code, or source codes, related to the Services.

11.4 The Client shall accept the Services (or a part thereof) and/or any relevant deliverable based on the Acceptance Protocol if it shows no Category A and B errors and no more than five (5) Category C errors, as such errors are specified in the Statement of Work. The Client is authorized to accept the Services and/or the deliverables (or a part thereof) even if more defects or more serious defects are revealed.

11.5 If the Client accepts the Services and/or the deliverables or a part thereof with defects and/or unfinished work, the Acceptance Protocol shall also include their description, indication of defect categories, and the deadline for their removal by CoD. The deadline is specified in the Statement of Work.

11.6 Upon signing of the Acceptance Protocol by both Parties, the Services (or the relevant handed-over part thereof), are deemed handed over and accepted by the Client.

11.7 The Client shall execute the Acceptance Protocol relating to the Services (and/or any part thereof, any milestone and/or deliverable), in respect of which the Acceptance Procedure has been completed, without undue delay, however no later than within 3 business days of the date of the completion of the relevant Acceptance Procedure. In the event of delay of the Client with signing the Acceptance Protocol or its refusal to sign the same pursuant to the terms and conditions of this Agreement and the Statement of Work, the relevant Services (and/or any part thereof, any milestone and/or deliverable) to which the Acceptance Protocol relates, shall be deemed accepted by the Client on the day on which the term for executing the Acceptance Protocol expired.

12. Handover and acceptance of Documents

12.1 Documents prepared by CoD based on the Services Agreement and provided to the Client as part of the Services (**Documents**) shall be handed over by CoD to the Client together with the Services to which the relevant Documents relate.

12.2 Documents are deemed accepted by the Client upon the execution by the Parties of the Acceptance Protocol relating to the Services to which the Documents relate.

12.3 The scope of the Documents is set forth in the Statement of Work (Services Agreement).

13. Price and payment conditions

13.1 The Price for the performance of the Services, the License and the Third-Party Software, is specified in the Statement of Work (**Price**). VAT shall be applied to the Price pursuant to applicable legislation.

13.2 The Price is payable on the basis of tax documents/invoices issued by CoD following the acceptance (or the deemed acceptance pursuant to Section 11.7, as the case may be) by the Client of the relevant Services or deliverable or milestone, as further specified in the Statement of Work.

13.3 The invoices shall be due within [__] calendar days from the delivery of the relevant invoice to the Client.

13.4 Invoices shall be paid by wire transfer to CoD's account No. [__] unless the Parties agree otherwise in writing or unless any other invoice indicates another bank account.

13.5 In the event of a default with any payment, the Client shall pay to CoD the default interest for each day of the default in the amount of [__] of the outstanding amount.

13.6 In the event of any default by the Client with the payment of any amount under any Services Agreement, CoD shall be entitled to suspend the performance pursuant to such Services Agreement and recommence the performance only after the relevant outstanding amount has been paid by the Client. CoD is not in default with the performance of the Services pursuant to such Services Agreement during the time of the Client's default with the relevant payment and the deadlines under the relevant Schedule postpone accordingly.

14. Warranty and liability for defects

14.1 Unless agreed otherwise in the Services Agreement, CoD provides to the Client the quality warranty for the Services pursuant to the following terms. The warranty period is 12 months].

14.2 The quality warranty is a commitment by CoD that the delivered Services (deliverables) will be suitable for use by the Client for the purpose agreed in the Statement of Work (Services Agreement) during the warranty period, and that during such period they will retain the agreed characteristics specified in the Statement of Work (Services Agreement).

14.3 The quality warranty applies only to defects found in the Services and reported in the warranty period, if they consist of the code developed by CoD. Such defects will be removed by CoD free of charge.

14.4 On the other hand, the quality warranty nor the liability of CoD for defects apply to any defects or deficiencies which do not consist of the code developed by CoD. Therefore, the warranty does not apply and CoD's liability for defects does not arise in particular, without limitation, in case of defects and deficiencies (i) found in the Third-Party Software and/or the Existing Client Systems, (ii) listed below in Section 14.11, (iii) relating to a part of the Services that was developed by CoD but that originated in the Third-Party Software and/or the Existing Client Systems, (iv) in the operation of the Services (deliverables) in breach of the Documentation, the

Statement of Work and/or the Services Agreement and/or the terms and conditions relating to the use of the Third-Party Software; and/or (v) in insufficient implementation of the Acceptance Tests by the Client, if they are required under the relevant Statement of Work.

14.5   The warranty period with respect to any handed over and accepted part of the Services shall start running upon the acceptance by the Client of such part of the Services.

14.6   The Client shall deliver to CoD requests for warranty repairs in written form. The Client shall notify of the defects without undue delay of their finding.

14.7   The warranty does not apply to defects notified following the expiration of the warranty period.

14.8   In the event of the notification of a defect covered by the quality warranty or the statutory liability for defects, the Client is entitled to free repair of the defect. The Client is not entitled to other remedies.

14.9   The Client shall start removing the defect pursuant to Section 14.8 without undue delay. If the defect cannot be remedied immediately, CoD shall notify the Client of the expected date of the removal of the defect.

14.10   The CoD is also entitled to temporarily remove the defect by proposing a procedure to prevent the manifestation of the defect during the Client's usual operations until the defect is finally remedied.

14.11   CoD is not liable for defects and the quality warranty shall not apply to defects occurring:

(a)   through the operation of the Services (the deliverables thereunder) or part thereof in breach of the Documentation, the Services Agreement or this Agreement,

(b)   through insufficient implementation of the Acceptance Tests by the Client,

(c)   through unauthorized or inappropriate interference in the Services (the deliverables thereunder) or a part thereof or the improper use of the Services (the deliverables thereunder) or a part thereof by the Client or a third party,

(d)   through modification or any other interference with the Services (the deliverables thereunder) or a part thereof without the prior written consent of CoD,

(e)   through modification of the Services (the deliverables thereunder) or a part thereof in breach of this Agreement or the Services Agreement or the applicable law, through the use of the Services (the deliverables thereunder) or part thereof in a different than the operating and/or database environment defined by CoD, or through the use of the Services (the deliverables thereunder) or a part thereof in a different version than such supported by CoD; all without the prior written consent of CoD,

(f)   through interference in data structures outside the relevant software,

(g)   through interference in data outside the relevant software,

(h)   through installation of other software that interacts with software supplied by CoD in the Client's information system in which the software supplied by CoD is operated, without CoD's consent,

(i)   through changing the parameters of the Client's information system environment in which the supplied software is operated, without the prior written consent of CoD,

(j)   through components of the Client's information system that are not covered by the quality warranty pursuant to this Agreement,

(k)   through the effects of computer viruses, if not introduced into the information system by CoD,

(l)   through the neglect of the prescribed maintenance of the information system or a part thereof by the Client.

14.12   The responsibility for the creation, use and operation of data in the information system lies solely with the Client or the third-party technology partner providing solutions to the Client (Third Party Software). The Client shall also act with the usual care and prevent possible damage by performing security backups of data in accordance with the rules common to data management in information systems. CoD shall not be liable for damages resulting from the loss or damage of data or data structures of the Client, even if they occurred during the use of a performance supplied by CoD covered by the quality warranty, unless the loss or damage of data was caused by a defect in the Services (the deliverables thereunder) or part thereof pursuant to Section 14.3.

14.13   The warranty does not apply to Services the quality of which has been continuously checked by the Client during their provision, such as the Client's training.

14.14   If the Client requests the repair of a defect that is not covered by the quality warranty or liability for defects, CoD and the Client shall agree on the terms of the repair. CoD shall inform the Client in advance that a requested service is not covered by the quality warranty or liability for defects and the repair will be billed according to CoD's current price list.

14.15   CoD's costs for activities relating to the analysis of raised issues that are not covered by the quality warranty or liability for defects are borne by the Client.

14.16   Where a service agreement or technical support agreement is concluded and effective between the Parties, its provisions on warranty and/or liability for defects shall prevail over the provisions of this Section 14.

15.   Subcontractors, implementation team, authorized persons

15.1   The Services shall be performed by CoD itself or its subcontractors stated in the Statement of Work. CoD shall inform the Client in writing about all its subcontractors (including their identification and contact details and the services they provide for it within the framework of the Services) and any changes to them, no later than seven (7) calendar days from the date when CoD enters into a contractual relationship with the relevant subcontractor.

15.2   CoD is liable towards the Client for the performance of the Services that it entrusted to a subcontractor to the same extent as if it had provided them itself.

15.3 CoD shall designate an implementation team to fulfill the Services under any Services Agreement. The names of the members of the implementation team will be listed in the Statement of Work (**Implementation Team**). CoD undertakes to maintain the composition of the Implementation Team throughout the duration of the Services Agreement. In the event of a change to the members of the Implementation Team, CoD shall inform the Client in writing of such change. In the event of any change to these persons, the Parties agree that there is no need to conclude a corresponding amendment to the Agreement, and that such change shall take effect on the date of delivery of the written notification of the change to the Client.

15.4 Each of the Parties shall appoint an Authorized Person or Authorized Persons. The Authorized Persons shall represent the relevant Party, conduct negotiations with the other Party on its behalf, and communicate with it in technical, commercial or other matters related to the performance of the Services (**Authorized Person**).

15.5 The names of the Authorized Persons and their roles shall be listed in the Statement of Work.

15.6 The Parties may change the Authorized Persons, but shall demonstrably notify the other Party of such change in writing. A change of the Authorized Person takes effect vis-a-vis the other Party upon delivery to such Party of a written notification thereof. Until the moment of delivery of the notification of the change of the Authorized Person, the Party whose Authorized Person has changed is bound by the actions of the Authorized Person who was replaced by the new Authorized Person as a consequence of such change.

15.7 The Authorized Persons shall be entitled to make decisions binding on the Parties they represent in relation to the Services Agreement within their capacity specified in the Statement of Work.

15.8 The Parties shall cooperate in the course of the performance of the Services. The Client agrees to provide CoD with all reasonable cooperation so that CoD can duly provide the Services, as requested by CoD from time to time.

16. Liability for breaches of Agreement, Damages

16.1 Each of the Parties shall be liable for damage caused as a result of breach of this Agreement, any Services Agreement and any applicable laws. Both Parties undertake to make every effort to prevent damage and minimize any damage incurred.

16.2 Neither of the Parties is liable for any delays caused by default by the other Party in the performance of its obligations.

16.3 Each Party undertakes to notify the other Party without undue delay of any circumstances that have arisen that prevent the proper performance of this Agreement or any Services Agreement. The Parties undertake to make every reasonable effort to avert and overcome circumstances that prevent the proper performance of this Agreement or any Services Agreement.

16.4 CoD shall not be liable for any damage resulting from any defects in the Services or any part thereof which, under Section 15, do not constitute the CoD's liability for defects or are not covered by the quality warranty.

16.5 Only damage actually incurred shall be compensated. To the extent permitted by applicable laws, neither Party is obliged to provide compensation for any indirect,

accidental or consequential damage, damage to data or damage consisting in lost profit or lost income or other financial loss.

16.6 Parties explicitly agree that each Party's liability vis-a-vis the other Party for any damage arising in relation to any Services Agreement and/or this Agreement is limited to the amount of CZK 2,000,000 or Euro equivalent.

17. Protection of information

17.1 The protection of information is addressed through a separate Non-Disclosure Agreement (**NDA**) signed by the Parties on [___]. The copy of the NDA is an integral part of this Agreement as Annex No. [___].

17.2 The protection of personal data that will be made available to CoD during the performance of the Services shall be governed by a separate Agreement on the Processing of Personal Data, which forms Annex No. [___] to this Agreement.

18. Cooperation and communication

18.1 The Parties shall fulfill their obligations pursuant to any Services Agreement in such a way that there is no delay in compliance with individual deadlines according to the Schedule and the due dates of individual financial liabilities.

18.2 The Client shall provide CoD with all necessary cooperation, in particular the cooperation mentioned in Annex No. [___] to this Agreement, and shall pay to CoD the agreed Price.

18.3 In the event the Work includes the migration of data from the Existing Client Systems, the CoD shall propose in the Analysis the most appropriate procedure for its implementation and the responsibility of each of the Parties in relation to this migration.

18.4 In the event of any default by the Client with the provision of cooperation pursuant to any Services Agreement, CoD shall be entitled to suspend the performance pursuant to the relevant Services Agreement and recommence the performance after the relevant cooperation has been provided by the Client. CoD is not in default with the performance pursuant to any Services Agreement for the duration of the Client's default with the provision of cooperation.

18.5 All communication between the Parties shall be through the Authorized Persons, the statutory bodies of the Parties, or employees authorized by them whose names and functions and contact details have been previously notified in writing to the other Party, stating the authority of the relevant authorized person to act for the relevant Party.

18.6 All documents for which a written form is agreed or required by law shall be delivered to the other Party either in person or by registered letter or by other registered postal form to the address given on the title page of this Agreement (and in accordance with the preceding paragraph), unless otherwise agreed between the Parties.

18.7 Notifications are deemed delivered on the third (3rd) business day following their demonstrable sending.

18.8 Each Party undertakes to inform the other Party about a change to their contact details within three (3) business days at the latest. Until a notification of change is

delivered to the other Party, the respective Party is bound by its original contact details.

19.   Duration of the Agreement

19.1   This Agreement shall become valid and effective on the date of its signing by both of the Parties to the Agreement.

19.2   The Client is entitled to withdraw from the Agreement and/or any Services Agreement if:

(a)   CoD is in default with the handover of the Services or part thereof by more than 30 days and fails to handover the relevant Services within additional 30 days from the delivery of a written notification from the Client regarding such default;

(b)   a decision was made to liquidate CoD or dissolve it without liquidation;

(c)   CoD is in bankruptcy or is subject to enforcement (execution) proceedings.

19.3   CoD is entitled to withdraw from the Agreement and/or any Services Agreement if:

(a)   the Client is in default with the payment of any amount of the Price for the Services or part thereof by more than 30 days and fails to make the payment within additional 30 days from the delivery of a written notification from CoD regarding such default;

(b)   the Client is in default with the provision of cooperation pursuant to Sections 5.3, 15.8 and 18.2 by more than 30 days and fails to provide such cooperation within additional 30 days from the delivery of a written notification from CoD regarding such default;

(c)   a decision was made to liquidate the Client or dissolve it without liquidation;

(d)   the Client is in bankruptcy or is subject to enforcement (execution) proceedings.

19.4   If a Party provides a partial performance under any Services Agreement, the other Party is entitled to withdraw from the Services Agreement only in respect of the unfulfilled remainder of the performance. In such case, the withdrawal from the Services Agreement means only that the Services Agreement is terminated in respect of those parts of the Services that were not handed over to the Client by CoD prior to the moment of the withdrawal. Furthermore, in such case, the withdrawal from the Agreement shall not affect the rights and obligations of the Parties under this Agreement with regard to those parts of the Services that have been provided or handed over, in particular the rights of the Client from the licenses granted and the rights of CoD to the payment of the relevant parts of the Price for the provided part of the Services. The withdrawal does not affect the right to seek compensation for damage caused as a result of the breach of the Party which served as the reason for the withdrawal from the Services Agreement.

19.5   Withdrawal from the Agreement must always be in writing and signed by the statutory representative of the withdrawing Party.

19.6   The above reasons for withdrawal from the Agreement are without prejudice to the statutory right to withdraw under the applicable law. If this Agreement indicates breaches that the Parties consider material breaches of this Agreement, such

breaches shall not be exhaustive and shall not preclude the right of any Party to withdraw from the Agreement or anyServices Agreement for any other, not explicitly indicated, material breach.

19.7 Unless explicitly agreed otherwise between the Parties in writing or herein, this Agreement nor any Services Agreement may not be terminated by notice (*in Czech: výpověď*).

20. Dispute resolution

20.1 This Agreement is governed by the laws of the Czech Republic.

20.2 The Parties undertake to do what is in their utmost capabilities to resolve any mutual disputes arising in relation to this Agreement or any Services Agreement amicably, in particular through meetings between their contact persons or authorized representatives.

20.3 If the Parties fail to reach an amicable resolution of the dispute, they are free to refer the dispute to the competent Czech courts.

21. Final provisions

21.1 This Agreement represents the agreement between the Parties on its subject matter.

21.2 This Agreement becomes valid and effective on the date of its signature by both Parties.

21.3 This Agreement may be amended only by written agreement between the Parties.

21.4 If any provision of this Agreement is shown to be invalid, ineffective, unenforceable, unenforceable or impracticable, or if it becomes invalid, ineffective, unenforceable or impracticable as a result of the effect of legislation that occurs after the date of conclusion of this Agreement, such fact shall not affect the validity, effectiveness, enforceability or practicability of the other provisions of this Agreement where such provisions may be separated from the other provisions of this Agreement; however, the Parties undertake, by way of an amendment to this Agreement, to replace such provision with another that is valid, effective, enforceable and practicable and is in accordance with the economic purpose pursued by the invalid, ineffective, unenforceable or impracticable provision, while they will act in good faith so that the amendment to the contractual arrangements does not disturb the mutual relations between the rights and obligations of both Parties as expressed in this Agreement.

21.5 The following annexes shall constitute an integral part of the present Agreement:

[to be inserted]

21.6 Rights and obligations arising under this Agreement may not be transferred or assigned to any third party by either of the Parties without the prior written consent of the other Party. This Agreement is also binding for the legal successors of the Parties.

21.7 The Client is not entitled to offset any of its receivables vis-a-vis CoD against CoD's receivables vis-a-vis the Client.

21.8   This Agreement and the legal relationships arising from it are governed by Czech law, with the exception of those provisions that would imply the application of the law of a foreign state.

21.9   This Agreement has been executed in [English] language.

21.10 This Agreement has been executed in four (2) original copies. Each Party shall receive one (1) original copy of the Agreement.

21.11 The Parties declare that they have read this Agreement, that they consent to its content and, in witness thereof, they append their signatures hereunder.

Colours of Data, s.r.o.   **Client [ ]**

Date: [dd.mm.yyyy]   Date: [dd.mm.yyyy]

✗ …………………………………   ✗ …………………………………
Name: Name:
Title: Title:

✗ …………………………………   ✗ …………………………………
Name: Name:
Title: Title: