

GENERAL BUSINESS TERMS AND CONDITIONS

These General Terms and Conditions (“GTC”) define the basic terms and conditions between: a) Sense Arena s.r.o., company with a registered office at Krátká 2408/6, 100 00 Prague 10, Czech Republic, IČ: 24260576 (the “Provider”); and b) its customers in the areas of the purchase and use of software products, related hardware and the provision of services (each an “Acquirer” as defined below).

Terms and relations not specified in these GTC or the finalized contract between the Parties (“Contract”) shall be governed by the applicable laws of the Czech Republic. Any differing written agreements between the Parties shall take precedence over the provisions of these GTC.

1. Definitions

The terms below shall be understood as follows in these GTC:

Price List – the range of products and services of the Provider with the currently valid prices available at www.sensearena.com and connected websites; in the event the Contract stipulates prices different from the Price List, the Contract shall take precedence.

Database – data of the Acquirer or Users stored in the structure of the Provider’s Product.

Transport – transport of the Hardware or its individual parts to the Acquirer and/or the transport of the Provider’s representatives for the purposes of the Installation, Training and other actions at the location of the Acquirer under the terms stipulated in these GTC, charged according to the Price List.

Hardware - means all the hardware sold by the Provider

Installation – means the installation of the Object of Performance by the Acquirer.

Provider’s Website – the website at www.sensearena.com and connected websites operated by the Provider.

License – non-exclusive license for the use of the Product under Article 6 hereof.

Offer – offer of the Provider to the Acquirer specifying the Object of Performance and the Fee, either a standardized offer on the Provider’s website or a specific written offer addressed by the Provider to the Acquirer.

Acquirer – person who is a consumer within the meaning of legislation (each person who enters into a Contract with an entrepreneur or otherwise deals with an

entrepreneur outside the person's business or outside the independent pursuit of the person's professional activity) who uses the Product for his/her own needs and who is a party to the Contract.

Order – order of the Acquirer under Article 3 hereof.

Fee – payment or payments by the Acquirer to the Provider for the performance under the Contract, including, but not limited to, the License fee, purchase price of the Hardware and, where appropriate, the fee for Support +, and costs of Transport.

Support+ – optional above-standard service beyond the scope of the Basic Support as specified in Article 12 hereof, charged according to the Price List.

Product – software product called Sense Arena Training Program (SATP) constituting a set of sports training programs run in a software application which is accessible via the virtual reality helmet.

Object of Performance – the License and the Hardware.

Contract – the contract entered into between the Provider and the Acquirer in accordance with the law and these GTC regarding the Product License, purchase of the Hardware or parts thereof, provision of the Basic Support service or provision of the Support+ service and, where appropriate, any other matters related to the Object of Performance.

Training – the introductory familiarization of the Acquirer with the use of the Object of Performance by the Acquirer under the terms stipulated herein, charged according to the Price List.

Parties – the Provider and the Acquirer.

User – a natural person who is the end user of the Product and the Hardware provided by the Acquirer unless the Acquirer and the User are the same person.

GTC – these General Terms and Conditions.

Basic Support – program maintenance and support for the Product and Hardware of the Provider under Article 13 hereof.

2. Information

2.1 Information on prices of the goods published on the website www.sensearena.com and connected websites operated by the Provider are given including all taxes and fees. The prices are binding, with the exception of obvious errors, and valid at the time of submitting the Order by the Provider.

2.2 Information on the accepted payment methods is available on the website www.sensearena.com and connected websites, payments may be made in particular by payment cards or bank transfers to the Provider's bank account.

2.3 Where the Offer is accepted with any amendment, reservation or other alteration, it shall not be deemed an acceptance of the Offer.

2.4 In the selection of goods and services, the Acquirer is bound by the Provider's Offer and he/she may not deviate from the Offer. Where the Acquirer states in his/her order any goods or services other than those offered by the Provider (including other characteristics of those goods or services), the Contract shall not be deemed consummated or concluded. The Provider undertakes to deliver the goods or services ordered by the Acquirer; other goods and services may be delivered by the Provider to the Acquirer only if agreed in writing with the Acquirer in advance.

2.5 Where the Acquirer accepts a performance without an Order (an unsolicited performance), the Acquirer is not obliged to return the performance to the Provider or inform the Provider thereof. The acceptance of the performance shall not in itself be considered an acceptance of the Offer.

2.6 The Provider shall deliver to the Acquirer at least one copy of the Contract immediately after consummation or conclusion of the Contract. The consummated or concluded Contract shall be archived by the Provider for the period specified in the relevant legislation. The Provider shall not allow the Acquirer or any third party to access the concluded Contracts.

2.7 Pictures related to the goods and services are for illustration purposes only and they might not correspond to the actual appearance of the item.

3. Process of Contract Conclusion

3.1 The Acquirer places the Order via the purchase order form available at www.sensearena.com and connected websites ("Order") either as a registered or unregistered user.

When filling in the Order, the Acquirer shall provide all mandatory details marked with a symbol (*). Where the Acquirer registers himself/herself on the Provider's website in order to create a permanent account, the previous sentence applies accordingly.

In the Order, the Acquirer shall fill in the required details and specify the performance required from the Provider. The Acquirer shall further choose the method of delivery of the goods and the payment method. By submitting the Order, the Acquirer acknowledges that he/she is obliged to pay the purchase price for the goods as specified in the Order, including the costs of delivery.

3.2 By submitting the Order, the Acquirer confirms that

- he/she is familiar with these GTC and expresses his/her consent to the text hereof and the willingness to comply with these GTC in the business relations with the Provider;

- he/she is familiar with the processing of his/her personal data and with his/her rights related to the processing of his/her personal data.

3.3 The Provider is entitled to ask the Acquirer to clarify or supplement the Order or, where appropriate, to propose changes to the Order.

3.4 The Provider is not obliged to accept the Order. In the event the Provider does not respond to the Order within two (2) business days of the receipt thereof, it shall be understood that the Provider did not accept the Order.

3.5 The Contract under these GTC and to the extent of acceptance (confirmation) of the Order shall be deemed concluded upon the acceptance of the Order by the Acquirer in the form of its confirmation by a written e-mail to the Acquirer's e-mail address specified in the Order. The latest version of the GTC and the Complaint Procedure shall be attached to the confirmation.

3.6 In the event the Provider submitted to the Acquirer an Offer for the Object of Performance or a part thereof, the Contract shall also be deemed concluded upon an unconditional acceptance of the Offer by the Acquirer, which the Acquirer confirms by signing the Offer. The Offer shall always include these GTC, and the acceptance of the Offer shall also mean the acceptance of these GTC in full unless otherwise provided in the Offer.

3.7 The Parties expressly confirm that the Offer acceptance by e-mail is sufficient. Acceptance of the Offer with any reservations, changes, conditions or references to other business terms and conditions shall be considered a proposal by the Acquirer to enter into a Contract, which the Provider is not obliged to accept.

3.8 In the case of large deliveries or specific conditions under which the performance is to be provided, or if required by either Party, the Parties may enter into a special contract for the Object of Performance with reference to these GTC.

3.9 Once the Contract has been consummated or concluded, it may be amended only by mutual agreement between the Acquirer and the Provider or on the basis of legal grounds.

4. Cancellation of the Order and withdrawal from the Contract

4.1 In the case of Contracts concluded remotely (distance contracts), the Acquirer is entitled to withdraw from the Contract within fourteen (14) days following the receipt of the goods or the last part of the delivery regardless of the way in which the goods were received or the payment was made. Within that period or, where appropriate, at any time before the goods are delivered, the Acquirer is entitled to withdraw from the Contract without giving any reason. The time limit shall be considered observed if the Acquirer sends off the filled-in and signed form to the Provider's e-mail address, or in writing to the Provider's address, on the last day of that period.

4.2 Where the Acquirer withdraws from the Contract, the Provider shall refund all money, including costs of delivery of the goods, received from the Acquirer under the

Contract and it shall do so in the same way in which it received the payment, and without undue delay but no later than within fourteen (14) days of the Acquirer's withdrawal from the Contract. Subject to the consent of the Acquirer, the Provider may refund the money to the Acquirer in any other way.

4.3 In the event the Acquirer chose, with respect to the delivery of the goods, a method of delivery other than the cheapest one offered by the Provider, the Provider shall refund the Acquirer's costs of delivery of the goods in the amount equal to the cheapest offered method of delivery of the goods.

4.4 The Acquirer shall dispatch or hand over the purchased goods to the Provider without undue delay but no later than within fourteen (14) days of the withdrawal from the Contract. The Provider is not obliged to refund the received money before the Acquirer hands the goods over to the Provider or proves that he/she has dispatched the goods.

4.5 The costs of returning the goods shall be borne by the Acquirer.

4.6 In the case of withdrawal from the Contract, the Acquirer is liable for any diminished value of the goods resulting from the handling of the goods in any way other than what is necessary given the nature and characteristics of the goods. In such a case, the Provider is entitled to a claim against the Acquirer for the diminished value of the goods and deduct such amount from the refund.

4.7 The Acquirer is not entitled to withdraw from a Contract:

- for the provision of services if the services were provided with the Acquirer's prior express consent before the expiry of the deadline for withdrawal from the Contract and the Provider informed the Acquirer prior to the conclusion of the Contract that in such a case, the Acquirer is not entitled to withdraw from the Contract;

- for the delivery of goods or services the price of which depends on financial market fluctuations beyond the control of the Provider which may occur within the deadline for withdrawal from the Contract;

- for the delivery of goods which have been adjusted according to the Acquirer's wishes or for the Acquirer;

- for the repair or maintenance to be carried out at the place designated by the Acquirer at the Acquirer's request; this shall, however, not apply to the performance of repairs other than the requested ones or to the delivery of spare parts other than the requested ones;

- for the delivery of goods in sealed packaging which the Acquirer has removed from the packaging and which cannot be returned for health reasons;

- for the delivery of an audio or video recording or a computer program if the Acquirer has broken its original packaging; or

- for the delivery of a digital content if it was not delivered on a tangible medium and was delivered, with the prior express consent of the Acquirer, prior to the expiry of the deadline for withdrawal from the Contract and the Provider informed the Acquirer prior to the conclusion of the Contract that in such a case, the Acquirer is not entitled to withdraw from the Contract.

4.8 A model form for withdrawal from the Contract is available in Annex 3

5. General provisions on the delivery of the Object of Performance

5.1 The Object of Performance shall be delivered, according to the availability of the Object of Performance and the operational capacities of the Provider, as soon as possible, generally within fourteen (14) days or, in the case of large deliveries, within six (6) weeks.

5.2 The expected date of performance is specified in the Contract. In exceptional cases, the Provider is authorized to extend the date of performance; however, the Provider shall notify the Acquirer of the change without delay.

5.3 Unless otherwise provided in the Contract, the performance of the Provider shall be carried out without Installation and the Acquirer shall bear the costs of the Transport of the Object of Performance to the place of performance.

5.4 In the event the Provider does not carry out the Installation:

(i) Shall be considered fulfillment of the term of performance handover of the Hardware to the Acquirer at the registered office of the Provider or, where Transport is agreed in the Contract, handover of the Hardware to the first domestic carrier and sending the key and password for the Product to the Acquirer by e-mail, whichever occurs later; any postponement of the takeover of the Object of Performance shall be without prejudice to the compliance with the date of performance.

(ii) The risk of loss, damage or destruction of the Object of Performance shall pass to the Acquirer upon handover of the Hardware to the Acquirer at the registered office of the Provider or upon handover of the Object of Performance to the first transport carrier for the purpose of its transport to the Acquirer.

(iii) If the Acquirer fails to take over the Object of Performance for reasons on the part of the Acquirer (e.g. the person designated by the Acquirer is not present despite the fact that the date was agreed in advance), the Acquirer shall bear the full costs of associated with the repeated delivery.

(iv) The Acquirer shall take over the Object of Performance and check without delay the compliance of the quantity and type of the Object of Performance with the delivery note or issue slip or, where appropriate, any apparent damage to the transport packaging or products.

(v) If the Acquirer finds any lack of conformity with the Contract or any apparent damage to the packaging or products, he/she shall without delay inform the Provider or the carrier and state this fact in the delivery note in writing.

(vi) The Acquirer shall carry out the Installation, including the pairing of the License and the Hardware, in accordance with the user manual provided by the Provider by e-mail together with the unique code for the Product installation.

5.5 The Installation shall mean:

- opening and launching the Case with embedded Hardware
- installing sensors by the Acquirer at the prepared places with available electricity sockets
- software settings of the Product
- test launch of the Object of Performance and its “seasoning”.

The Acquirer acknowledges that the Provider does not carry out the Installation unless the parties agree otherwise in exceptional cases.

5.6 The Acquirer acknowledges the necessity of existence of the following minimum standards of the environment for the installation and use of the Product:

- room with minimum dimensions of 4 x 4 meters and maximum dimensions of 7 x 8 meters;
- the room must have an even floor with a surface suitable for usage of the selected product, either hockey or tennis training.
- there may be no sunshine in the room;
- electricity connection for the hardware and sensors in case of HTC VIVE setup;
- Internet connection;
- the room must not be overloaded with WiFi or Bluetooth signals;
- the room temperatures must correspond to the standard temperatures of operating PC equipment.

5.7 Documents related to the goods (in particular the invoice etc.) shall be delivered by the Provider to the Acquirer upon acceptance of the goods or, in justified cases (e.g. in the case of technical problems for which the Provider is responsible), no later than within two (2) days of the acceptance of the goods by the Acquirer.

5.8 At the request of the Acquirer, the Provider shall confirm in writing the scope and the duration of its obligations arising from defective performance and the way in which the Acquirer may exercise those rights (Complaint Procedure).

5.9 The Acquirer shall choose the transport and the delivery of the goods in the Order; the prices and methods of delivery are governed by the Price List in force at the moment of sending the Order to the Provider and available on the website www.sensearena.com and connected web pages . The Provider reserves the right to determine the binding method of delivery for individual types of goods.

5.10 If the Acquirer is delayed with the takeover of the goods, the Provider is entitled, upon the expiry of an additional period about which the Provider provably informs the Acquirer in writing and within which the Provider grants the Acquirer a new reasonable period for takeover of the goods, to withdraw from the Contract or sell the goods in an appropriate manner. The Provider is entitled to offset the necessary costs of storage and the necessary costs of futile delivery of the goods due to the Acquirer's failure to accept the goods against the proceeds from the sale.

6. Granting a license for the Product

6.1 The Provider grants the Acquirer the right to use the Product to the extent provided in this Article 7 of the GTC ("License").

6.2 The Acquirer accepts the License from the Provider and undertakes to pay the Provider the fee for the granted License according to the Price List and these GTC. The License is always granted for two persons; the Acquirer may obtain additional Licenses from the Provider for additional persons provided that he/she pays the Provider the fee for the granted additional License according to the Price List and these GTC. The License shall be deemed granted to the Acquirer only upon payment of the fee in full.

6.3 The License is granted as a non-exclusive for the duration of the Contract.

6.4 The License is granted for the current version of the Product and in the case of Product upgrade also for any future versions developed over the duration of the Contract.

6.5 The customer is authorized to use the Product only through the Hardware and only for the purpose of operation in a manner standard for the Product in the scope set out in the Contract and the GTC.

6.6 The Acquirer is not authorized to assign the right to use the Product (to grant a sublicense) to a third party without the prior written consent of the Provider.

6.7 The Acquirer is not authorized to use the License for a commercial activity.

7. Hardware Delivery

7.1 The Hardware is a prerequisite of the Product functionality.

7.2 The Acquirer acquires the title to the Hardware upon payment of the price of the Hardware to the Provider's account according to the invoice issued by the Provider and delivered to the Acquirer; the Hardware shall be delivered to the Acquirer only after payment of the price.

7.3 The Hardware is provided together with the License under Article 6 of the GTC and is not possible to buy the Hardware without the License.

7.4 The Acquirer shall acquaint himself/herself with the user manual for the Hardware which is available in the form of videos at cp.sensearena.com.

8. Training

8.1 The Acquirer acknowledges that the Provider does not provide the Training unless the Parties expressly agree otherwise in exceptional cases. The Training is a service provided by the Provider to the Acquirer at the Acquirer's request and charged according to the Contract.

8.2 The Acquirer undertakes to pay the Provider a fee for the Training and for Transport to the Training under the Contract on the basis of an invoice issued by the Provider after completion of the Training.

9. Other rights and obligations of the Parties

9.1 The Acquirer is not authorized to change or modify the Provider's Product and Hardware in any way or to create other products by modifying the original Product and Hardware.

9.2 The Acquirer declares that he/she is fully familiar with the technical parameters and functions of the Product and the Hardware and acknowledges that, given the present state of the art, it is impossible to exclude incorrect functioning or interruption of the functioning of the Product and Hardware.

9.3 The Acquirer shall inform all Users about the risks related to the use of the Product and the Hardware, including the risks listed in the documentation provided together with the Hardware. The Acquirer shall ensure that the Object of Performance is made available only to properly instructed Users. To the maximum extent permitted by legislation, the Provider shall not be held liable for any injuries or accidents suffered by the User as a result of the use or the inability to use the Object of Performance.

9.4 To the maximum extent permitted by applicable legislation, the Provider shall not be held liable for any direct, indirect, accidental or consequential damage, any

special or punitive damages, any damages resulting from the interruption of business, any loss of profits, any loss of income, any loss due to the use of any asset or capital, any loss of the expected savings, or any loss of data caused by the use of the Product and/or the Hardware, interruption of the function or the inability to use the Product and/or the Hardware.

9.5 The Provider shall not be held liable for any harm caused by incompetent operators, defect of the Hardware or the Product, failure to comply with operating recommendations, license terms, provisions of these GTC or the Contract, computer viruses or any harm caused by transmission errors or connectivity unavailability.

9.6 The said exceptions and limitations of damages shall apply regardless of how the loss or damage occurred, and shall apply to any cause of liability, be it a result of a breach of contractual or extra-contractual obligations.

9.7 The Acquirer shall, to the maximum extent possible, prevent any damage which might occur in connection with the use of the Product and the Hardware, in particular he/she shall:

- a) ensure the appropriate environment for the operation of the Production and the Hardware;
- b) ensure that the Product and the Hardware are operated in accordance with these GTC, user manuals and other documents provided together with the Product and the Hardware;
- c) adequately secure the access to the Product and the Hardware and allow access to the Product and the Hardware only to qualified persons, i.e. persons familiar with operating the Product and the Hardware and with the standard security measures for this type of equipment;
- d) not carry out any unauthorized interventions in the Product and the Hardware.

10. Rights and obligations arising from defective performance

10.1 General provisions

10.1.1 As the Object of Performance constitutes a modern product of computer technology and hardware of its kind and it is currently impossible to test and monitor the entire potential utilization of the Object of Performance, the Acquirer acknowledges that, given the variability of the environment and the continued development of the Product and the Hardware, the Provider cannot guarantee that the Object of Performance will necessarily be error-free.

10.1.2 Nevertheless, the Provider shall make every effort to remedy any detected defect which the Acquirer has reported to the Provider in accordance with these GTC.

10.1.3 For the purposes of these GTC, a substantial defect shall mean a defect which fully prevents or substantially limits the use of the Object of Performance.

10.1.4 A substantial defect shall not mean the normal wear and tear of the Provider's Hardware or its expendable parts (batteries).

10.1.5 The Parties expressly agree that the Provider is not obliged to deal with defects which were caused by a breach of the Acquirer's obligations under these GTC or by a failure of the Acquirer to comply with the documentation associated with the Object of Performance (e.g. the user manual); in this context, the Acquirer acknowledges that the electronic parts of the Hardware (in particular the virtual reality helmet) are prone to damage as a result of falling on the ground or other similar mechanical impact. Malfunction of the Object of Performance or any part thereof caused by such impacts shall not be considered a substantial defect.

10.1.6 Unless otherwise provided in these GTC, defects shall be reported by the Acquirer by e-mail to support@sensearena.com without delay after the identification of any such defect, but no later than within fourteen (14) days of the date on which the Acquirer learned about the defect. When reporting the defect, the Acquirer shall provide detailed description of how the substantial defect is manifested, including a description of the sequence of activities by which it can be triggered.

10.1.7 The Acquirer agrees, within the limits of his/her capacity, to the remedy of defects by the Provider using the remote help program function and, for that purpose, the Acquirer shall provide the Provider with any necessary assistance.

10.1.8 The Provider shall, upon the receipt of the report of a substantial defect of the Product, promptly discuss with the Acquirer the procedure for the remedy of the defect and remedy the defect in the most efficient way possible and without undue delay.

10.1.9 The Provider is entitled to require the Acquirer to deliver the Hardware claimed to be malfunctioning to the Provider for a detailed examination.

10.1.10 If the Acquirer is in default in payment of the Fee, the Provider is not obliged to remedy any defects reported by the Acquirer until the Acquirer fulfils his/her payment obligations to the Provider. The Acquirer is not entitled to suspend the payment of the Fee or any other due payment to the Provider for that reason.

10.2 Quality upon acceptance

10.2.1 The Provider is responsible to the Acquirer for ensuring that the goods are free from defects. Where the accepted goods have defects at the time of their acceptance, in particular e.g. the goods lack the agreed and legitimately expected characteristics, they are not fit for the particular purpose stated by the Provider as

the purpose of the use of the goods or the purpose for which the item is usually used, the goods are incomplete, their quality or design does not correspond to the agreed sample or model, the goods are not in the appropriate quantity, size or weight, the Provider shall be held liable for those defects of the goods.

10.2.2 The Acquirer is entitled to exercise his/her rights arising from the defective performance against the Provider no later than within two (2) years of the acceptance of the goods. The above shall not apply to any defects of the goods which are sold for a lower price due to the defect for which the lower price was agreed, to the wear and tear of any item caused by the normal use of the item and, with respect to a second-hand item, corresponding to the degree of the use or wear and tear of the item upon acceptance by the Acquirer, or to any defects arising from the nature of the item.

10.2.3 Unless it is unreasonable given the nature of the defect, the Acquirer may require that a new item be delivered; where this is impossible, the Acquirer may withdraw from the Contract. Where the defect concerns only a part of the item, the Acquirer may only require that the part of the item be replaced. In other cases, the Acquirer has the right to have the defect remedied free of charge and without undue delay.

10.2.4 Where the defect can be remedied, the Acquirer has the right to delivery of a new item or to replacement of the part, or to withdraw from the Contract if he/she cannot use the item properly due to reoccurrence of the defect after repair or due to multiple defects.

10.2.5 Where the Acquirer does not exercise any of the above-mentioned rights, he/she has the right to a reasonable discount from the purchase price of the goods.

10.2.6 Where a defect manifests itself within six (6) months of the acceptance of the goods by the Acquirer, the item shall be considered defective already at the time of its acceptance.

10.2.7 The Provider is not obliged to meet the Acquirer's claim if it proves that the Acquirer had known about the defect of the goods before he/she accepted the goods or that the Acquirer caused the defect himself/herself.

10.3 Legal rights arising from defects

10.3.1 The Acquirer is entitled to exercise the rights arising from a defect of consumer goods which occurs within twenty-four (24) months of the acceptance of the goods. Within that period, the Acquirer shall report the defect to the Provider without undue delay after he/she could have detected the defect by a timely inspection and by taking adequate care.

10.3.2 Where a defect which means a material breach of the Contract (regardless of whether or not the defect is remediable) is reported, the Acquirer has the right to:

- a) have the defect remedied by delivery of a new item free from defects or by delivery of the missing item;
- b) have the defect remedied by repair free of charge;
- c) a reasonable discount from the purchase price;
- d) refund of the purchase price on the basis of withdrawal from the Contract.

10.3.3 A breach of the Contract shall be considered material if, in relation to the breach, the party breaching the Contract knew or had to know already upon conclusion of the Contract that the other party would not enter into the Contract had it anticipated the breach.

10.3.4 In the case of a defect which entails a minor breach of the Contract (regardless of whether or not the defect is remediable), the Acquirer has the right to have the defect remedied or the right to a reasonable discount from the purchase price.

11. Complaint handling

11.1 The Acquirer is entitled to file a complaint with the Provider or other person designated by the Provider (e.g. in the warranty card, in the confirmation issued by the Provider on the basis of a notice given to the Acquirer with respect to the rights of the Acquirer arising from the defective performance) without undue delay after detecting a defect of the goods. Where the Acquirer exercises any of his/her rights arising from the defective performance in writing or electronically, he/she shall provide his/her details, specify the defect of the item and the right arising from the defective performance chosen by the Acquirer (the way of handling the complaint). The Provider shall confirm to the Acquirer in writing the date on which the right was exercised by the Acquirer as well as the fact that the repair has been carried out and the duration of the repair, or, where appropriate, the written explanation of the reasons for rejecting the complaint.

A model form for Letter of Complaint is available in Annex 2

11.2 Where the Acquirer fails to choose his/her right arising from a material breach of the Contract in due time, he/she shall have the same rights as in the case of a minor breach of the Contract.

11.3 The Acquirer shall prove the purchase of the goods. The time limit for complaint handling shall start upon handover/delivery of the goods to the Provider or to the designated place of repair. For this purpose, the goods should be packed for transport in suitable packaging to prevent their damage and they should be clean and complete (if required by the nature of the defect and the method of carrying out the repair).

11.4 The Provider shall decide on the complaint without delay but no later than within three (3) business days. A reasonable period of time, according to the type of the

goods, necessary for an expert evaluation of the defect shall not count towards that period. Within that period, the Provider shall inform the Acquirer about the necessity of carrying out the expert evaluation.

11.5 The Provider shall handle the Acquirer's complaint, including the remedy of the defect, without undue delay but no later than within thirty (30) days of making the complaint unless the Provider and the Acquirer agree on a longer period in writing. Where the period expires to no avail, it shall be considered a material breach of the Contract. 30 days after you have received the product, we will not offer any refund for the hardware or subscription service.

11.6 Where the Provider refuses to remedy the defect of the item, the Acquirer may claim a reasonable discount from the price or withdraw from the Contract.

11.7 The warranty period shall be extended by the period from making the complaint until the handling of the complaint or until the moment when the Acquirer was obliged to collect the item.

11.8 The Provider shall inform the Acquirer about the handling of the complaint in writing (by an e-mail message or SMS).

11.9 In the case of a justified complaint, the Acquirer is entitled to reimbursement for well-spent expenses.

12. Basic Support and Support+

12.1 The services of Basic Support and Support+ constitute a supplementary service to the License.

12.2 The Acquirer acknowledges that the Product functionality is conditional upon the arrangement of the Basic Support.

12.3 The scope of the Basic Support is provided in Annex 4 to these GTC.

12.4 The Basic Support shall not be deemed to include, in particular, the remedy of errors caused by incorrect operation.

12.5 The scope of Support+ is provided in Annex 4 to these GTC.

As part of the Support+ service, it is possible to use help/assistance up to a maximum of twenty-four (24) incidents per year and Case. Where the number of incidents is higher, the Provider is entitled to charge an hourly rate according to the valid Price List – the relevant rate for above-the-limit incidents. Version 11/2019

12.6 Requests for the Basic Support and Support+ shall be sent by e-mail to support@sensearena.com . In each request, the Acquirer shall state its contact e-mail and telephone number and specify the request as accurately as possible. Where the Support+ service is arranged, the Acquirer is entitled to use the Hot Line to communicate his/her request.

12.7 The Provider shall provide the Basic Support free of charge throughout the duration of the License.

12.8 Support+ is charged according to the Price List and its price is payable on a monthly basis together with the Fee for the License.

12.9 Where the Acquirer is in default in payment of any due Fee, the Provider is entitled to suspend the provision of the Basic Support or Support+ services.

12.10 For the avoidance of doubt, neither the Basic Support nor Support+ include any support in the sense of administration of the system environment or IT infrastructure (in particular the stations, network, other devices and components etc.), or any software administration (in particular the operating system, servers, antivirus programs, drivers etc.) on the part of the Acquirer. Neither the Basic Support nor Support+ shall be deemed to include the Installation, Training or visits of the Provider at the Acquirer's or at other places outside the registered office of the Provider.

12.11 The Acquirer shall ensure that the Provider receives timely and free assistance necessary for the provision of the Basic Support or Support+ services, including the remote access to the Case, failing which the Provider is entitled to suspend the provision of those services and the suspension shall be without prejudice to the Acquirer's obligation to pay the Fee.

13. Fee

13.1 The Contract between the Parties is made as a license contract, purchase agreement, contract for the provision of the Basic Support service or contract for the provision of the Support+ service.

13.2 Unless otherwise provided in the Contract, the Acquirer shall pay the Provider, for the provision of the License for the Product, the Provider's Hardware and the provision of the Support+ service under the Contract and these GTC, the Fee calculated according to the valid Price List.

13.3 the Fee for the License and the Support+ service shall be payable on a monthly basis by the 15th day of the relevant month of the License and Support+ service provision. Fees for the License and the Support+ service for a period shorter than one (1) month (at the beginning of the Contract) shall be invoiced and be payable together with the Fee for the License and the Support+ service for the first full calendar month of the duration of the Contract.

13.4 The Fee for the Hardware, the License and Transport of the Hardware shall be payable in a single instalment equal to 100% of the Fee no later than seven (7) days before the delivery of the Hardware. When entering into a Contract for a definite period of time, the Acquirer buys the Hardware and the License for the period of six (6) or twelve (12) months and the Fee shall be payable as specified above.

13.5 Other Fees under these GTC shall be payable no later than seven (7) days before the delivery of the Hardware or within fifteen (15) days of the date of provision of the service (Support+) or granting the License in the case of a Contract concluded for an indefinite period of time.

13.6 All Fees shall be paid by the Acquirer on the basis of the payment and tax documents (invoices) issued by the Provider to the Acquirer.

13.7 In the case of any default in payment of any part of the Fee, the Acquirer shall pay the Provider, at the Provider's request, the default interest at the legal rate; this shall be without prejudice to the Provider's right to damages and to other actions as set out in these GTC (suspension of the provision of the License, services etc.).

13.8 Where the Acquirer fails to comply with the obligations laid down in these GTC, the Provider has the right to restrict or completely prevent the commencement of the use or any further use of the Product and discontinue the provision of the Basic Support or Support+ services in the following (as yet unpaid) period until the settlement of the agreed arrangements. The Provider shall inform the Acquirer about the exercise of that right.

13.9 Any unilateral setoff of any claim of the Acquirer against any claim of the Provider under the Contract is hereby excluded.

13.10 The Provider is entitled to send the issued invoices to the Acquirer only in electronic form, by e-mail to the Acquirer's address provided in the Contract.

14. Database

14.1 The Product enables individual Users to personalize the use of the Product, and the performance of individual Users in the use of the Product shall be recorded in the Database kept by the Provider as part of the Product.

14.2 The Acquirer is authorized to access the Database only through the Product and its tools. Any connection of the Database to another system shall be subject to the prior consent of the Provider.

14.3 The Acquirer is responsible for ensuring that the Users are familiar with the information on the processing of their personal data by the Provider. The information on the processing of Acquirer's and Users' personal data by the Provider is included in these GTC.

15. Duration and methods of termination of the Contract

15.1 The Contract is concluded for an indefinite period, unless the Order indicates otherwise. This shall not affect Article 7 as regards the acquisition of title to the Hardware.

15.2 The Contract for an indefinite period of time may be terminated by:

- (i) written agreement of the Parties,
- (ii) withdrawal,
- (iii) notice of termination.

15.3 The Contract may be terminated by withdrawal from the Contract for reasons listed in these GTC or stipulated by law, and the withdrawal shall be made in the form of a written notice of withdrawal from the Contract that must be delivered to the other Party, indicating the reason for withdrawal. The legal effects of the withdrawal from the Contract shall occur upon the delivery to the other Party.

15.4 The Provider is entitled to withdraw from the Contract where the Acquirer is in default in payment of any part of the Fee by more than thirty (30) days from the due date of the invoice or where the Provider finds out that the Acquirer uses the Product contrary to the Contract.

15.5 The Acquirer is entitled to withdraw from the Contract where the Provider does not allow the Acquirer to use the Product or acquire the Hardware under the terms laid down in the Contract and these GTC within an additional period of fifteen (15) days of the date of delivery of a notification of such inability to use the product or acquire the Hardware even though the Acquirer has paid the invoices due to the Provider on a due and timely basis.

15.6 The withdrawal from the Contract shall have future effect and it shall be without prejudice to the transfer of the title to the Hardware.

15.7 Unless otherwise agreed in the Contract, either Party is entitled to terminate the Contract concluded for an indefinite period of time by giving one (1) month's notice to the other Party; the period of notice shall start on the first day of the month following the receipt of the written notice of termination by the other party. The Contract may stipulate a minimum period (a binding period) for which the Acquirer is not entitled to terminate the Contract; in such a case, the Acquirer is entitled to terminate the Contract only after the expiry of the binding period. The binding period in this sense shall also mean the conclusion of the Contract for a definite period of time of provision of the Hardware and the License under Article 16.1 of the GTC, i.e. for the period of six (6) or twelve (12) months.

15.8 The Contract concluded for an indefinite period of time may be terminated also partially to the extent of the Support+ service by giving a one month's notice of termination; the period of notice shall start on the first day of the month following the receipt of the written notice of termination by the other party. The Contract may stipulate a minimum period (a binding period) for which the Acquirer is not entitled to terminate the Contract to the extent of the Support+ service.

16. Service

16.1 Unless otherwise provided in these GTC, any letter, request, notice or other document shall be considered delivered to the other Party if delivered to the address specified for the Party in the Contract or to any other address notified by the Party in writing to the other party for the purpose of service of written notices.

In case of doubt, documents sent by registered or certified mail shall be considered delivered to the other Party on the third day after the date of dispatch.

16.2 The address of the Acquirer may also refer to the Acquirer's e-mail address specified in the Contract; in such a case, the notice shall be considered delivered upon its receipt by the Acquirer's server.

17. Confidentiality and personal data protection

17.1 The Parties consider the content of the Contract, including these GTC, as well as all circumstances of their mutual relationship and cooperation, unless these are circumstances or information commonly available in public information sources, to constitute confidential information, and they shall maintain the confidentiality and do everything necessary to protect that confidential information and prevent any misuse thereof.

17.2 Either Party may publish or disclose the confidential information to a third party only with the prior written consent of the other Party, except where the obligation to disclose the information arising from the Contract and these GTC to a third party ensues from the law or the final decision of a competent authority.

17.3 By placing a valid Order under Article 3 hereof, the Acquirer gives the Provider, as the controller of personal data within the meaning of 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) (hereinafter referred to as the "Regulation" or "GDPR"), the consent to the processing of personal data which the Acquirer has provided or will provide to the Provider in connection with the Contracts concluded on the basis of these GTC, in particular the data stated in the Orders for the Provider's goods and services. The consent covers the processing for the purposes of marketing and transferring the personal data within the Provider's group of which the Provider is a member. In other cases, the processing is carried out on other legal grounds, in particular for the performance of the Contract and on the basis of a legitimate interest of the Provider.

17.4 By the Installation of the Product, the Acquirer accepts that the Product sends basic information, such as the computer name and hardware specification, to the Provider's servers the purpose of which is to check the use of the License.

17.5 The Acquirer accepts that the results of tests of the Hardware and the Hardware configuration sent to the Provider's server shall serve as the basis for further improvement and development of the Product, and the Provider is entitled to use those data for analytical purposes, such as the statistics of use.

17.6 The Provider is entitled to collect, process and store the personal data of the Acquirer necessary for the fulfilment of its business obligations or obligations arising from the Contract. The data thus obtained shall be archived for a period that is necessary for the purpose of processing, and are not disclosed to third parties. Personal data are further processed for the purpose of creating a database of Provider's customers, profiling and subsequent offering of business and services to the Acquirer (including dissemination of commercial communications of the Provider and its business partners within the meaning of Section 7(2) of Act No. 480/2004 Sb., on certain information society services, as amended). Personal data of the Acquirer will be processed automatically, and where they are provided by the Acquirer in other than electronic form, they will be at first manually converted into electronic form and then processed automatically. Details of the individual purposes of processing are as follows:

- a) The Provider processes the personal data of the Acquirers and prospective Acquirers for the performance of the Contract made with the Acquirer and for the necessary operations required to enter into the Contract (performance of a contract). In this context, the Provider requires the (prospective) Acquirers, upon conclusion of the Contract (placing the Order for goods), to provide data which are necessary for the delivery of the ordered goods (performance of the contract), and the failure to provide the data has the effect that the Provider is unable to execute the Order and the Contract is not concluded. The Provider keeps personal data for this purpose for the duration of the contractual relationship with the Acquirer and until the expiry of the limitation period of any claims arising from the contractual relationship.
- b) The Provider also processes the personal data for the purpose of direct marketing of its goods and services, i.e. for sending direct offers to the Acquirers or prospective Acquirers in the following ways by letter mail and electronic communication on the basis of the Provider's legitimate interest in offering its goods and by telephone communication on the basis of the Acquirer's consent if the Acquirer or other person has given his/her voluntary consent. The Acquirer or other person may withdraw his/her consent at any time either by phone, in writing, by e-mail or through the Provider's website; the withdrawal of the consent shall not affect the lawfulness of processing before the withdrawal of the consent.
- c) The Acquirer or any other data subject has the right to object to the processing of his/her personal data for the purposes of direct marketing performed in any of the above-mentioned ways (mail/e-mail/telephone marketing). Where an objection is raised, the Provider shall discontinue any further sending of offers. In such a case, the Provider is authorized to process the Acquirer's personal data to the extent necessary to comply with its legal obligation not to send marketing communications to the Acquirer.
- d) The Provider makes recordings from its telephone customer line in order to record any actions performed orally during telephone calls, i.e. placing an Order for the goods (conclusion of the Contract), amending the Order, giving the consent to the processing of personal data, withdrawing the consent, exercising the rights of the concerned persons under the Contract or GDPR etc., on the basis of the consent of the person concerned. At the start of the telephone call, this fact is brought to the attention of the calling/called (prospective) Acquirer; by continuing in the call, the

(prospective) Acquirer consents to the recording. The (prospective) Acquirer may withdraw his/her consent at any time by phone/e-mail/in writing and the withdrawal shall not affect the lawfulness of data processing before the withdrawal of the consent. In the event of withdrawal of the consent to the making of a recording during which an order for the goods is placed or other legal act is performed, the person concerned may be asked to perform the legal act in another manner (in writing/electronically). The Provider keeps the recordings for the period necessary to achieve the particular purpose (according to the content of the recording) and in the case of Acquirers for the duration of the Contract and the related limitation period or until the withdrawal of the consent.

e) The Provider processes the personal data in connection with the recovery of claims and defense against claims of other persons on the basis of a legitimate interest in order to prove, lodge and defend legal claims. The processing is necessary for the performance of the Contract, for such time as is necessary to recover the claim and throughout the statutory limitation/prescription periods.

f) The Provider also processes the personal data where necessary to comply with its legal obligations, in particular in the field of accounting and tax regulations, on the basis of compliance with a legal obligation (Act on Accounting, Income Tax Act, VAT Act, Tax Code, Civil Code etc.). The data are kept for the period provided for in individual laws.

17.7 The Provider processes the personal data solely for the purpose specified in this Article and in accordance with the applicable legislation. The Provider shall comply with the relevant technical and organizational measures in order to protect the personal data.

17.8 The Acquirer has the right of access to personal data, right to rectification or erasure or, where appropriate, to restriction of processing, right to object to processing of personal data, right to data portability. Where the personal data are processed on the basis of a consent, the Acquirer has the right to withdraw his/her consent to the processing of personal data at any time by a written notice to the Provider, without affecting the lawfulness of processing based on consent before its withdrawal. The Acquirer may address his/her complaint, objection or request for information regarding the processing of personal data to the Provider to the address of the Provider's registered office as specified above or to the e-mail address support@sensearena.com. In addition, the Acquirer may file his/her complaint directly with the Office for Personal Data Protection, with its registered office at Pplk. Sochora 27, 170 00 Prague 7.

17.9 The Acquirer has the right to request erasure of his personal data processed by the Provider if (i) the personal data are no longer necessary in relation to the purposes for which they were collected, (ii) the Acquirer has withdrawn his consent to the processing of personal data (if the personal data are processed based on consent and there is no other reason for processing them), (iii) the Acquirer has objected to the processing of personal data and there are no overriding legitimate grounds for processing or (iv) for any other reason under applicable law. The Acquirer may send a request for erasure of the personal data via e-mail to Provider's e-mail address support@sensearena.com. Within 5 working days, the Provider shall

confirm to the Acquirer that the personal data have been erased on the basis of the Acquirer's request or inform the Acquirer that the personal data could not be erased including reason for refusing the request. The right to erasure of personal data cannot be exercised for the necessary processing of personal data by the Provider (in particular in connection with the performance of the Provider's legal obligations or in connection with an ongoing contractual relationship with the Acquirer).

17.10 The Provider is authorized to transfer the personal data to data processors who process the personal data on the basis of a contractual relationship with the Provider, as well as to other controllers of personal data for the purpose of offering business and services to the Acquirer. Personal data may be provided to third parties provided that there is a legal basis for such provision, e.g. to postal service providers or courier services in connection with the delivery of mail, companies providing electronic communications services in connection with electronic communication, banks in connection with payment transactions, state authorities within the exercise of their responsibilities, tax, legal and other consultants of the Provider, courts and enforcement agents in connection with the debt recovery etc.

17.11 The above-mentioned provisions of this Article concerning the Acquirer shall apply, mutatis mutandis, to any Users other than the Acquirer if those Users provide their personal data to the Provider in connection with the performance of the Contract between the Provider and the Acquirer. The Users shall have all rights to the protection of personal data of the Acquirer as described above provided that it is justified with regard to the processing of their personal data.

18. Dispute resolution

18.1 Any disputes between the Acquirer and the Provider shall be resolved by the Czech Trade Inspection Authority and the competent general courts of the Czech Republic.

18.2 The Acquirer shall be entitled to the alternative resolution of any dispute. The compliance with the obligations laid down in Act No. 634/1992 Coll., Consumer Protection Act, as amended, is supervised by the Czech Trade Inspection Authority (www.coi.cz), which is also a competent body for the alternative resolution of consumer disputes. The Acquirer may submit its grievance or proposal for the alternative resolution of a consumer dispute arising in connection with the legal relationship between the Acquirer and the Provider to the Czech Trade Inspection Authority; for this purpose, the Acquirer may use the website Alternative Resolution of Consumer Disputes (www.adr.coi.cz).

18.3 The Acquirer may also use the platform for on-line dispute resolution (ODR) which has been set up by the European Commission (<http://ec.europa.eu/odr>).

18.4 All of the Acquirer's grievances and suggestions concerning the contractual relationship between the Acquirer and the Provider may be submitted by the Acquirer in person on the Provider's premises or in writing by sending an e-mail message to europe@sensearena.com. Where a grievance is subject to the same

content requirements as complaints about goods, then such a grievance shall be handled as a complaint according to Article 11 of these GTC.

19. Final provisions

19.1 These GTC and the Contract, as well as any ensuing and related legal relations, shall be governed by the applicable laws of the Czech Republic, especially the Civil Code (Act No. 89/2012 Coll.), the Consumer Protection Act (Act No. 634/1992 Coll.) and other statutory provisions, as amended. In addition to the foregoing, these GTC and the Contract, as well as any ensuing and related legal relations, shall be also subject to the statutory provisions of the EU Member State where the Acquirer has his/her habitual residence if such provisions provide the Acquirer as a consumer with a higher level of protection than the statutory provisions of the Czech Republic.

19.2 Any amendments to the Contract need to be executed in writing; the written form shall include confirmations of additional Orders or Offers (e.g. for the Support+ service) and e-mails between the Parties.

19.3 Rights and obligations arising from the Contract and these GTC shall be legally binding on any legal successors of the Parties.

19.4 Where any provision of these GTC is invalid, ineffective or unenforceable, it shall be without prejudice to the validity or effect of the GTC as a whole. The Parties shall agree to replace the invalid, ineffective or unenforceable provision with a new one that best fulfills the same business purposes as the invalid, ineffective or unenforceable provision.

19.5 Where insolvency or bankruptcy proceedings are initiated against the Acquirer, the Provider is entitled to withdraw from the Contract and/or suspend the performance of all Provider's obligations under the Contract until the insolvency proceedings are finally concluded otherwise than by declaration of bankruptcy or reorganization, without the Provider being obliged to compensate the Acquirer for any loss incurred.

19.6 The Acquirer is entitled to assign any claims against the Provider arising hereunder or this Contract to a third party only with the prior written consent of the Provider.

19.7 The following annexes shall form an integral part of these GTC:

Annex 1 – Complaint Procedure

Annex 2 – Letter of Complaint (model complaint form)

Annex 3 – Model Form for Withdrawal from the Contract

Annex 4 – Scope of Basic Support and Support+

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19.8 The Provider is entitled to unilaterally amend these GTC, including their parts, such as, in particular, the Price List.

The Provider shall publish any new version of these GTC on its website and the information available through the Product at least 30 days before the effective date of the new version of the GTC.

The Acquirer shall acquaint himself/herself with the new version of the GTC.

The Acquirer has the option to reject the amendment to the GTC by a notice of termination under Article 16.7 hereof. Unless the Acquirer gives the notice of termination within fifteen (15) days of the date of notification of the amendment to these GTC, the Acquirer shall be considered to agree to the amendment.