TERMS OF SERVICE

These Terms of Service together with its Exhibits are entered into by and between **FLAE ROBOTICS a.s.,** ID No: 21631671, with its registered office at Pujmanové 1753/10a, Nusle, 140 00 Prague 4, Czech Republic, registered with the Municipal Court in Prague, file no. B 28880, (the "**Provider**") and the entity or person placing an order for or accessing the Services in any manner (the "**Customer**"). For the avoidance of doubt, individuals accessing the Services as Permitted Users do not become a "Customer" or a party to the Agreement.

These Terms of Service constitute an integral part of the agreement between the Provider and the Customer, which consists of these Terms of Service, any attachments or exhibits identified below and all applicable Order Forms (as defined below) which refer to these Terms of Service (the "**Agreement**").

The "**Effective Date**" of the Agreement is the date which is the earlier of (a) Customer's initial access to any Services (as defined below) or (b) the effective date of the first Order Form referencing the Agreement.

The Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Terms.

1. DEFINITIONS

Other than the terms defined in the body of the Agreement, these terms have the following meaning:

"**Affiliate**" means any entity under the control of a Party where "control" means ownership of or the right to direct greater than 50% of the voting securities of such entity.

"**Beta Offerings**" mean pre-release services, features, or functions identified as alpha, beta, preview, early access, or words or phrases with similar meanings.

"**Contractor**" means an independent contractor or consultant of a Party.

"**Customer Data**" means any data of any type that is submitted to the Services by or on behalf of the Customer, including without limitation data submitted, uploaded, or imported to the Services by the Customer (including from Third-Party Platforms) or the End Users.

"**Customer Properties**" means the hotel(s) or other hospitality facilities owned, operated, or managed by the Customer, as identified in the applicable Order Form or in a written list provided by the Customer to the Provider and accepted by the Provider (as may be updated from time to time by mutual written agreement of the Parties).

"**DPA**" means the data processing addendum attached hereto as Exhibit 1.

"**Documentation**" means any technical specification documentation, technical product descriptions, user guides and technical integration guides relating to the Services provided by the Provider to the Customer and/or made available or published by the Provider.

"**End User**" means any guest, visitor, or other individual who accesses or interacts with the external-facing functions of the Services at or in connection with the Customer Properties. For the avoidance of doubt, End Users do not become a "Customer" or a party to the Agreement by virtue of their interaction with the Services.

"**Intellectual Property Rights**" include all valid patents, trademarks, copyrights, trade secrets, moral rights, feedback, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, and all improvements to any of the foregoing, regardless of whether any of such rights arise under the laws of any state, country, or other jurisdiction.

"**Laws**" mean all applicable local, state, federal, and international laws, regulations, and conventions.

"**Order Form**" means a written or electronic form to order the Services referencing the Agreement. Upon execution by the authorized Parties each Order Form will be subject to the terms and conditions of the Agreement.

"**Party**" means either the Provider or the Customer; the "**Parties**" both the Provider and the Customer.

"**Permitted User**" means any individual who is authorised to access and use the Services, whether such authorisation is granted directly by the Customer or indirectly through a third party authorised by the Customer, in each case solely on behalf of and for the benefit of the Customer.

"**Professional Services**" means any implementation, onboarding, configuration, installation, commissioning, training, consulting or other professional services (if any), including services related to Hardware, provided by the Provider to the Customer as specified in an applicable Order Form or scope of work.

"**Renewal Term**" means successive periods equal to Subscription Term, or as otherwise defined in the Order Form, beginning after the then-current Subscription Term.

"**Sensitive Personal Information**" means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("**PCI DSS**"); (ii) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act ("**HIPAA**"), if applicable; or (iii) any other personal data of an EU citizen deemed to be in a "special category" (as identified in the EU General Data Protection Regulation or any successor Laws).

"**Services**" means the Provider's proprietary software-as-a-service solution and any related applications, interfaces, tools, modules, functionalities, and features, enabling the operation of a virtual hotel reception and all other products, services, and software provided by the Provider, together with any related services. The specific functions, technical specifications, and support conditions applicable to the Services are further described in the Documentation.

"**Subscription Term**" means a set term designated in an Order Form during which the Services are provided to the Customer or then-current Renewal Term.

"**Support**" means standard technical support and maintenance as further set forth under the Service Level Agreement ("**SLA**") attached to the Agreement (if applicable).

"**Taxes**" mean any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of the Provider.

"**Third-Party Platform**" means any software, software-as-a-service, data sources or other products or services not provided by the Provider that are integrated with or otherwise accessible through the Services.

2. PROVIDER SERVICES

2.1. Provision of Services. The Provider will provide the Services identified and agreed upon in the applicable Order Form for the Subscription Term for use across all Customer Properties.

2.2. Access to Services. The Customer may access and use the Services at each of its Customer Properties, solely for its own benefit and in accordance with this Agreement, the Documentation and any applicable Order Form. Access to the Services through user accounts, API keys, passwords, or other credentials, and access to any authenticated or administrative functions of the Services, is permitted only to Permitted Users. If Customer is given API keys or passwords to access the Services on the Provider's systems, the Customer will require that all Permitted Users keep API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons, and may not be shared. If the Customer is accessing the Services using credentials provided by a third party, then the Customer will comply with all applicable terms and conditions of such third-party regarding provisioning and use of such credentials. The Customer will be responsible for all actions taken using Customer's accounts and passwords. If a Permitted User who has access to a user ID is no longer an employee or Contractor of the Customer, then the

Customer will promptly delete such user ID and otherwise terminate such Permitted User's access to the Services. Notwithstanding the foregoing, End Users may be allowed to access and use the external-facing functions of the Services at the Customer Properties without requiring individual user accounts, credentials, or prior authorisation from the Provider. The Customer shall be responsible for making the Services available to End Users in accordance with the Documentation and applicable Laws.

2.3. Contractors and Affiliates. The Customer may permit its Affiliates and Contractors to serve as Permitted Users, provided that the Customer remains responsible for compliance by such individuals with all terms and conditions of this Agreement and that such use is solely for the benefit of the Customer.

2.4. Modifications to Services. Without limiting any other terms herein, as a part of on-going development of the Services, the Provider reserves the right in its sole discretion to add, change, discontinue or otherwise modify any elements and features to the Services specified in the Agreement (the "**Modification**"). The Provider will provide the Customer with reasonable advance notice if any Modification materially degrades the provided Services (e.g. if a material feature is removed from the applicable Services).

2.5. General Restrictions. The Customer will not (and will not permit any third party to): (a) rent, lease, provide access to, or sublicense the Services to a third party, except as expressly permitted herein; (b) use the Services to provide, or incorporate the Services into, any product or service provided to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to the Provider); (d) copy or modify the Services or any Documentation, or create any derivative work from any of the foregoing; (e) remove or obscure any proprietary or other notices contained in the Services (notices on any reports or data printed from the Services); or (f) publicly disseminate information regarding the performance of the Services.

2.6. APIs and Apps. If Provider makes APIs available, Provider may monitor Customer's API usage and limit calls or requests if Provider believes such usage breaches this Agreement or may negatively affect the security, operability, or integrity of the Services or impose liability on Provider. If Provider provides applications for use with the Services ("Apps"), Provider grants Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Apps internally, solely in connection with Customer's use of the Services and in accordance with the Documentation.

2.7. Trial Subscriptions. If the Customer receives free access or a trial or evaluation subscription to the Services (a "**Trial Subscription**"), then the Customer may use the Services in accordance with the terms and conditions of the Agreement for a period specified in the Order Form (the "**Trial Period**"). Trial Subscriptions are permitted solely for the Customer's use to determine whether to purchase a paid subscription to the Services. Trial Subscriptions may not include all functionality and features accessible as part of a paid Subscription Term. If the Customer does not enter into a paid Subscription Term, the Agreement and the Customer's right to access and use the Services will terminate at the end of the Trial Period. The Provider has the right to terminate a Trial Subscription at any time for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE PROVIDER WILL HAVE NO WARRANTY, LIABILITY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS.

2.8. Beta Offering. From time to time, the Provider may make Beta Offerings available to the Customer at no charge. The Customer may elect to try such Beta Offering in its sole discretion. Beta Offerings are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Offerings are not considered "Services" under the Agreement; however, all restrictions, the Provider's ownership and the Customer obligations concerning the Services shall apply. Unless otherwise stated or communicated to the Customer, any Beta Offerings trial period will expire upon the date that a version of the Beta Offerings becomes generally available without the applicable Beta Offerings designation. The Provider may discontinue Beta Offerings at any time in its sole discretion and may never make them generally available. Beta Offerings may not be supported and may be modified at any time without notice. Beta Offerings may not be as reliable, available, or subject to the same security requirements as the Services.

3. CUSTOMER DATA

3.1. Data Processing by the Provider. All data processing activities in connection with the Services will be governed by the DPA.

3.2. Rights in Customer Data. As between the Parties, the Customer will retain all right, title, and interest (including all Intellectual Property Rights) in and to the Customer Data as provided to the Provider. Subject to the terms of the Agreement, the Customer hereby grants to the Provider a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, and display the Customer Data solely to the extent necessary to provide the Services to the Customer.

3.3. Storage of Customer Data. The Provider does not provide an archiving service. The Provider agrees only that it will not intentionally delete any Customer Data from the Services prior to termination of the Customer's applicable Subscription Term and expressly disclaims all other obligations with respect to storage.

3.4. Customer Obligations.

a) In General. The Customer is solely responsible for the accuracy, content, and legality of all Customer Data. The Customer represents and warrants to the Provider that the Customer has all necessary rights, consents, and permissions to collect, share, and use all Customer Data as contemplated in the Agreement (including granting the Provider the rights in Section 3.2 (Rights in Customer Data)) and that no Customer Data will violate or infringe (i) any third party Intellectual Property Rights or publicity, privacy, or other rights, (ii) any Laws, or (iii) any terms of service, privacy policies or other agreements governing Customer's accounts with any Third-Party Platforms. The Customer further represents and warrants that all Customer Data complies with the Agreement. The Customer will be fully responsible for all Customer Data submitted to the Services by any person as if it was submitted by the Customer.

b) No Sensitive Personal Information. Except as otherwise expressly agreed between the Parties in writing, the Customer specifically agrees not to use the Services to collect, store, process, or transmit any Sensitive Personal Information. The Customer acknowledges that the Provider is not a payment card processor and that the Services are not PCI DSS compliant. Except for the Provider's obligations as a business associate pursuant to the Agreement, the Customer shall be responsible for any Sensitive Personal Information it inadvertently submits to the Services, and the Provider will treat such submissions as Customer Data as defined in the Agreement such that the Provider is not subject to any additional obligations that apply to Sensitive Personal Information.

c) Compliance with Laws. The Customer agrees to comply with all applicable Laws in its use of the Services. Without limiting the generality of the foregoing, the Customer will not engage in any unsolicited advertising, marketing, or other activities using the Services, including any activities that violate the applicable Laws.

3.5. Aggregated Anonymous Data. Notwithstanding anything to the contrary herein, the Customer agrees that the Provider may obtain and aggregate technical and other data about Customer's use of the Services that is non-personally identifiable with respect to the Customer ("**Aggregated Anonymous Data**"), and the Provider may use the Aggregated Anonymous Data to analyse, improve, support, and operate the Services and otherwise for any business purpose during and after the term of the Agreement, including without limitation to generate industry benchmark or best practice guidance, recommendations, or similar reports for distribution to and consumption by the Customer and other the Provider customers. For clarity, this Section 3.5 does not give the Provider the right to identify the Customer as the source of any Aggregated Anonymous Data.

4. THIRD-PARTY INTEGRATIONS

4.1. Third-Party Integrations. The Services may support integrations with certain Third-Party Platforms. To enable the Services to access and receive Customer's information from a Third-Party Platform, the Customer may be required to input its credentials for such Third-Party Platform. By enabling use of the Services with any Third-Party Platform, the Customer authorizes the Provider to access Customer's accounts with such Third-Party Platform for the purposes described in the Agreement. The Customer is responsible for complying with any

relevant terms and conditions of the Third-Party Platform and for maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms.

For the avoidance of doubt, any fees or charges imposed by a Third-Party Platform, including Meta in connection with the WhatsApp Business Platform, shall be paid directly by the Customer and are not included in the fees payable to the Provider, unless expressly agreed otherwise in the applicable Order Form.

4.2. No responsibility for Third-Party Platforms. Customer acknowledges and agrees that the Provider has no responsibility or liability for any Third-Party Platform, or how a Third-Party Platform uses or processes Customer Data after such is exported to a Third-Party Platform. The Provider cannot ensure that the Services will maintain integrations with any Third-Party Platform and the Provider may disable integrations of the Services with any Third-Party Platform at any time with or without notice to the Customer. For clarity, the Agreement governs Customer's use of and access to the Services, even if accessed through an integration with a Third-Party Platform. TO THE EXTENT THE CUSTOMER USES FEATURES IN THE SERVICES THAT INTEGRATE WITH A THIRD- PARTY PLATFORM AND THE CUSTOMER REQUESTS THAT THE PROVIDER INTEGRATE WITH SUCH THIRD-PARTY PLATFORM'S BETA OR PRE-RELEASE FEATURES (the "**THIRD-PARTY BETA RELEASES**"), THE PROVIDER WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROVIDER'S PARTICIPATION IN SUCH THIRD- PARTY BETA RELEASES OR CUSTOMER'S USE OF SUCH INTEGRATED FEATURES.

5. OWNERSHIP

5.1. Provider's Technology. Except as expressly stated in the Agreement, the Customer acknowledges that it is obtaining only a limited right to the Services and that irrespective of any use of the words "purchase", "sale", or like terms in the Agreement, no ownership rights are being conveyed to the Customer under the Agreement. The Customer agrees that the Provider or its suppliers retain all right, title, and interest (including all Intellectual Property Rights) in and to the Services, Documentation, Professional Services' deliverables and all related and underlying technology and documentation and any derivative works, modifications or improvements of any of the foregoing, including Feedback (collectively, the "**Provider's Technology**").

5.2. Reservation of Rights. Except as expressly set forth in the Agreement, no rights in the Provider's Technology are granted to the Customer. Further, the Customer acknowledges that the Services are offered as an on-line, hosted solution, and that the Customer has no right to obtain a copy of any of the Services, except for the code and the Apps in the format provided by the Provider.

5.3. Feedback. Any suggestions, enhancement requests, or recommendations provided by Customer or Permitted Users ("**Feedback**") become the Provider's property. The Provider may freely use or exploit Feedback in connection with the Services and may also disclose such Feedback to a third party. The Provider shall not disclose the name of the Customer in any use or exploitation of the Feedback.

6. TERM AND TERMINATION

6.1. Subscription Term and Renewals. The Subscription Term will be as set forth in the applicable Order Form. Unless otherwise specified in the applicable Order Form, each Subscription Term will automatically renew for subsequent period equal to the Subscription Term, unless either Party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term.

6.2. Termination for Cause. Either Party may terminate the Agreement (including all related Order Forms) if the other Party (a) fails to cure any material breach of the Agreement (including with respect to the Customer any of the events set forth in Section 7.3 (Suspension of Service) within thirty (30) days after written notice, provided, however, that in the case of the Customer's failure to pay any amount due under this Agreement, the Provider shall be entitled to terminate this Agreement with immediate effect if the Customer is in default for a period longer than fifteen (15) days and fails to pay the amount due within an additional period of thirty (30) days from receipt of a written request from the Provider; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that Party (and not dismissed within sixty (60) days thereafter).

6.3. Mandatory Switching Rights (EU Data Act). If the Customer resides in the European Union and the EU Data Act grants the Customer mandatory switching rights, the Provider will comply with such statutory obligations. Upon Customer's written request, the Provider will enable the export of Customer Data as required by applicable law and in accordance with the DPA. Any termination or switching charges shall apply only to the

extent permitted by applicable law. In the event of termination, Customer shall pay all remaining fees for the then-current Subscription Term.

6.4. Effect of Termination. Upon any expiration or termination of the Agreement, the Customer will immediately cease all use of and access to all Services (including all related Provider's Technology) and delete (or, at the Provider's request, return) all copies of the Documentation, all passwords or access codes and all other Provider's Confidential Information in its possession. The Customer acknowledges that thirty (30) days following termination it will have no further access to any Customer Data input into any Services, and that the Provider may delete any such data as may have been stored by the Provider at any time thereafter. Except where an exclusive remedy is specified, the exercise of either Party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies it may have under the Agreement, by law or otherwise. If Customer terminates the Agreement due to the Provider's uncured material breach, the Provider will refund any prepaid fees covering the remainder of the Subscription Term of the affected Order Form(s) after the effective date of termination. If the Agreement is terminated by the Provider due to Customer's uncured material breach, Customer agrees that it shall remain responsible for all outstanding fees payable to the Provider for the Subscription Term and the Provider may declare all such fees immediately due and payable. Customer acknowledges that such amounts are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.

6.5. Survival. The following Sections will survive any expiration or termination of this Agreement: 2.5 (General Restrictions), 2.7 (Trial Subscriptions), 3.3 (Storage of Customer Data), 3.5 (Aggregated Anonymous Data), 5 (Ownership), 7 (Fees and Payment), 7.4.a) (Third-Party Supplier Increases), 6.4 (Effect of Termination), 9 (Warranty), 10 (Limitation of Liability and Damages), 11 (Indemnification), 12 (Confidential Information), and 14 (General Terms).

7. FEES AND PAYMENT

7.1. Fees and Payment. All fees are as set forth in the applicable Order Form and will be paid by the Customer in accordance with the payment terms set forth in the Order Form. Except as expressly set forth in the Agreement all fees are non-refundable. Any late payments will be subject to a default interest equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

7.2. Taxes and Withholding Tax. The Customer is responsible for paying all Taxes, and all Taxes are excluded from any fees set forth in the applicable Order Form. If the Customer is required by Law to withhold any Taxes from Customer's payment, the fees payable by the Customer will be increased as necessary so that after making any required withholdings, the Provider receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such withholdings been made.

7.3. Suspension of Service. Without limiting the Provider's termination or other rights hereunder, the Provider reserves the right to suspend Customer's access to the applicable Services (and any related Professional Services and Support) in whole or in part, without liability to the Customer: (i) if Customer's account is thirty (30) days or more overdue; (ii) for Customer's breach of its obligations, usage terms and/or restrictions set out in the Agreement; or (iii) to prevent harm to other customers or third parties or to preserve the security, availability or integrity of the Services. Unless the Agreement has been terminated, the Provider will restore Customer's access to the Services promptly after the Customer has resolved the issue requiring suspension.

7.4. Fee Adjustment. The Provider may increase the fees of the Services as follows:

a) Third-Party Supplier Increases. If the Provider's third-party suppliers increase their fees for the services that the Provider relies on to provide the Services herein, the Provider may, at its discretion, adjust the fees to reflect such increases, provided that the Provider notifies the Customer of such price adjustment in writing at least 30 days in advance. The Customer shall be obligated to pay the adjusted fees.

b) General Price Changes. The Provider may adjust the fees for the Services at any time, by providing written notice to the Customer. The Customer shall have 14 days from the date of the notice to object to the new

pricing. If the Customer does not object in writing within this period, the continued use of the Services shall be deemed acceptance of the new fees, and the Customer shall be obligated to pay them.

8. PROFESSIONAL SERVICES

8.1. Professional Services. The Provider will provide Professional Services purchased in the applicable Order Form or otherwise agreed scope of work. The scope, fees and any applicable milestones, dependencies or other specifications of the Professional Services shall be as set out in the applicable Order Form or scope of work. Unless otherwise specified therein, Professional Services are provided on a time-and-materials basis at the rates set out in the applicable Order Form. The Customer shall reimburse the Provider for any reasonable pre-approved travel and lodging expenses, if applicable.

8.2. Rights. The Customer may use anything delivered as part of the Professional Services solely in support of its authorised use of the Services and subject to the terms of the Agreement. The Provider retains all right, title, and interest in and to all work product, code, deliverables, templates, tools, methodologies or other materials created or provided in connection with the Professional Services, including any derivatives or modifications thereof.

8.3. Acknowledgments. The Customer acknowledges that time is not of the essence and that any timelines, milestones or delivery dates relating to the Services or Professional Services are best-effort estimates, subject to the Customer providing timely cooperation, information and access reasonably required for performance of the Professional Services. For any Professional Services provided at no charge, the Provider makes no warranties with respect to such Professional Services. The Customer is solely responsible for procuring and maintaining all hardware, software, network connectivity, and third-party services necessary for the proper use of the Services, as specified in the Documentation. The Provider shall not be liable for any unavailability, degradation, or malfunction of the Services to the extent arising from the Customer's failure to satisfy or maintain the applicable technical requirements. The Customer further acknowledges that where the Services or any of its components malfunction as a result of the Customer's failure to provide the required cooperation, to ensure the necessary conditions for proper functioning of the Services as specified in the Documentation, or as a result of issues caused by third-party system providers, such malfunction shall not constitute a defect in the Services. The Provider may, by prior agreement with the Customer and subject to a separate fee, assist in resolving issues attributable to third-party providers or the Customer's own systems.

8.4. Unused Professional Services. Unless otherwise agreed in writing, unused Professional Services purchased under an applicable Order Form may be applied to other Professional Services outside the initially agreed scope within twelve (12) months from the Effective Date, subject to mutual agreement of the Parties.

9. WARRANTY

9.1. Limited Warranty. The Provider warrants, for Customer's benefit only, that they will use commercially reasonable care and skill when performing the Services, and that the Services will be provided in substantial conformity with the applicable Documentation.

9.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9.1, AND UNLESS OTHERWISE SET FORTH IN THE SLA, ALL SERVICES, SUPPORT, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", THE PROVIDER AND ITS AFFILIATES DISCLAIM TO THE GREATEST EXTENT POSSIBLE UNDER THE APPLICABLE LAWS ALL OTHER WARRANTIES, GUARANTEES, OR UNDERTAKINGS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE PROVIDER DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL MEET ITS NEEDS. THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE OUTPUTS OF THE SERVICES BASED ON ARTIFICIAL INTELLIGENCE LANGUAGE MODELS ARE AN EXPERIMENTAL FEATURE THAT IS TECHNOLOGICALLY IN THE EARLY STAGES OF DEVELOPMENT, AND THE PROVIDER IN NO WAY GUARANTEES THE CORRECTNESS, ACCURACY, FLAWLESSNESS, COMPLETENESS OR OTHER QUALITY OF THE OUTPUT INFORMATION PROVIDED BY THE SERVICES AS A RESULT OF THE USER'S INPUT. THE CUSTOMER FURTHER ACKNOWLEDGES THAT THE SERVICES USE AI TO GENERATE AUTOMATED RESPONSES TO END USERS' COMMUNICATIONS AND THAT THE ACCURACY OF SUCH RESPONSES IS DEPENDENT ON THE QUALITY AND CURRENCY OF THE KNOWLEDGE BASE

CONTENT PROVIDED BY THE CUSTOMER IN ACCORDANCE WITH THE DOCUMENTATION. THE PROVIDER ACCEPTS NO LIABILITY FOR INACCURATE OR INAPPROPRIATE AI-GENERATED RESPONSES ARISING FROM INCOMPLETE, OUTDATED, OR INACCURATE KNOWLEDGE BASE CONTENT. THE PROVIDER SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICES' FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS, OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF THE PROVIDER. PARTIES ALSO EXCLUDE THE APPLICATION OF BUSINESS PRACTICES.

10. LIMITATION OF LIABILITY AND DAMAGES

10.1. Liability Limitation. NEITHER PARTY (NOR ITS AFFILIATES) SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IF THE CUSTOMER IS IN THE EUROPEAN ECONOMIC AREA, REFERENCES TO “INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES” SHALL ALSO MEAN ANY LOSSES OR DAMAGES WHICH: (A) WERE NOT REASONABLY FORESEEABLE BY BOTH PARTIES; (B) WERE KNOWN TO THE CUSTOMER BUT NOT TO THE PROVIDER; OR (C) WERE REASONABLY FORESEEABLE BY BOTH PARTIES BUT COULD HAVE BEEN PREVENTED BY THE CUSTOMER SUCH AS, FOR EXAMPLE, LOSSES CAUSED BY VIRUSES, MALWARE, OR OTHER MALICIOUS PROGRAMS, OR LOSS OF OR DAMAGE TO CUSTOMER DATA.

10.2. Liability Cap. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), EACH PARTY'S ENTIRE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY THE CUSTOMER TO THE PROVIDER FOR SERVICES UNDER THE AGREEMENT IN THE 12 MONTHS PRIOR TO ACT THAT GAVE RISE TO LIABILITY.

10.3. Limitations to Exclusions. NOTHING IN THIS SECTION SHOULD BE CONSTRUED AS LIMITING A PARTY'S LIABILITY FOR DEATH OR BODILY HARM, WILFUL MISCONDUCT, OR GROSS NEGLIGENCE. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW OTHER EXCLUSIONS OR LIMITATIONS OF LIABILITY SPECIFIED IN THIS SECTION 10.1. IN SUCH CASE THESE EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY THE APPLICABLE LAW.

10.4. Excluded Claims. "**Excluded Claims**" means any claim arising under Section 2.5 (General Restrictions), 3.4 (Customer Obligations), and 11.2 (Indemnification by Customer).

10.5. Nature of Claims and Failure of Essential Purpose. The Parties agree that the waivers and limitations specified in this Section 10.1 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

11. INDEMNIFICATION

11.1. Indemnification by Provider. The Provider will indemnify and defend the Customer against any claim brought by an unrelated third party to the extent that such claim alleges that the Services infringe any United States, United Kingdom or European Union patent right or trademark of a third party. The foregoing obligation shall not apply with respect to any claim arising from or relating to: (i) the Customer's use of the Services other than in accordance with and as contemplated by the Agreement or other breach of the Agreement by the Customer; (ii) the combination of the Services with any other products, services, materials or technology, if the Services would not be infringing without such combination; (iii) any open source software; or (iv) modification to the Services not specifically authorized in writing by the Provider. If the Services become the subject of an intellectual property infringement claim, the Provider may, at its sole option, (1) procure for Customer a license to continue using the Services in accordance with the Agreement; (2) replace or modify the allegedly infringing portion of the Services to avoid the infringement; or (3) terminate the Agreement and refund any prepaid unused Fees as of the date of termination. This Section 11.1 sets forth the Customer's sole remedy in the event of any third-party infringement claim regarding the Services.

11.2. Indemnification by Customer. Customer shall indemnify, defend and hold harmless (including any reasonable attorney's fees) the Provider against any claim to the extent such claim arises from: (i) Customer

Data; (ii) Customer's use of a Third Party Platform; or (iii) from Customer's use of the Services in violation of Laws or other breach of the Agreement.

11.3. Indemnification Procedures. Each Party's obligations under this Section 11 shall be conditioned on the Party seeking indemnification providing the indemnifying party with (i) prompt notice of any claim, (ii) sole control of the defence and settlement of any such claim and (iii) reasonable cooperation in such defence and settlement. The indemnifying party will not enter into any settlement or compromise of any such claim without the indemnified party's prior written consent if the settlement would require admission of fault or payment by the indemnified party. Subject to the requirements set forth herein, the indemnifying party shall pay reasonable costs incurred by the indemnified party directly related to the claim.

12. CONFIDENTIAL INFORMATION

Each Party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the other party (the "**Disclosing Party**") constitute the confidential property of the Disclosing Party (the "**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Provider's Technology, performance information relating to the Services, and the terms and conditions of the Agreement will be deemed Confidential Information of the Provider without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under the Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, Contractors and other representatives having a legitimate need to know (including the Provider's Affiliates and the subcontractors referenced in Section 14.9 (Subcontractors)) (the "**Representatives**"), provided that such Representatives are bound to confidentiality obligations no less protective than this Section 12 and that the Receiving Party remains responsible for compliance by any such Representative with the terms of this Section 12.

The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance (if legally permissible) and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. This confidentiality obligation applies for 3 years after the lapse of all Subscription Terms.

13. PUBLICITY

The Customer agrees that the Provider may disclose the Customer as a customer of the Provider and publish the name(s) of the Customer Properties, the name of the Customer and the fact that the Customer Properties use the Services, as a reference for the Provider, including on the Provider's public website. The Customer hereby authorizes the Provider to use Customer's name and logo for the purpose of providing the Services, on the Provider's website and in the Provider's promotional materials. The Provider agrees that any such use shall (a) only be related to the Customer's use of the Services; (b) be subject to the Provider complying with any written guidelines that the Customer may deliver to the Provider regarding the use of its name; and (c) not be deemed the Customer's endorsement of the Services.

14. GENERAL TERMS

14.1. Assignment. Neither Party may assign the Agreement without the advance written consent of the other Party, except that either Party may assign the Agreement in connection with a merger, reorganization,

acquisition, or other transfer of all or substantially all of such Party's assets or voting securities. Any attempt to transfer or assign the Agreement except as expressly authorized under this Section 14.1 will be null and void.

14.2. Severability. If any provision of the Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that the Agreement will otherwise remain in effect.

14.3. Governing Law; Dispute Resolution.

a) Governing Law. The Agreement is construed and governed by the Laws of England and Wales, unless specified otherwise in the Order Form, and without reference to applicable jurisdiction's conflict of laws principles.

b) Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to the Agreement, whether arising in contract, tort or otherwise, (the "**Dispute**"), the Parties shall first use their best efforts to resolve the Dispute amicably.

If the Parties are unable to reach a resolution of the Dispute in accordance with the previous sentence, then the Dispute shall subsequently be resolved via litigation before the applicable court as set forth below.

c) Litigation. Any dispute arising out of or in connection with the Agreement shall be resolved by the courts of England and Wales, having its territorial jurisdiction in Prague; however, if the Customer is a consumer within the meaning of applicable law, this provision does not affect the Customer's right to bring proceedings before a court having jurisdiction under mandatory consumer-protection regulations.

14.4. Notice. Any notice or communication required or permitted under the Agreement will be in writing to the Parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either Party to the other in accordance with this Section and will be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail or (iv) next business day if sent by email.

14.5. Amendments; Waivers. All waivers and amendments must be in a writing signed by both Parties, except as otherwise provided herein. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

14.6. Entire Agreement. The Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the Agreement. No provision of any Order Form or other business form employed by the Customer will supersede the terms and conditions of the Agreement, and any such document relating to the Agreement will be for administrative purposes only and will have no legal effect.

14.7. Modifications to the Agreement. The Provider may modify this Agreement from time to time. Unless otherwise specified, any changes will become effective upon renewal of the Customer's current Subscription Term or execution of a new Order Form. The Provider will use reasonable efforts to notify the Customer of such changes, and continued use of the Services after the changes take effect constitutes acceptance of the updated Agreement. If the Provider specifies that changes will take effect prior to the Customer's next Renewal Term for legal, regulatory, or product-related reasons and the Customer objects within ten (10) calendar days of notice, the Provider may either defer the effectiveness of such changes until the next renewal or terminate the affected Subscription Term and refund any prepaid fees for the unused portion. The Provider may modify the Services and update the applicable documentation, SLA or security policy from time to time upon reasonable notice, provided that such updates do not materially reduce the Provider's obligations as of the effective date of the modification.

14.8. Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under the Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that

occur after the signing of the Agreement and that are beyond the reasonable control of such Party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

14.9. Subcontractors. The Provider may use the services of its Contractors and permit them to exercise the rights granted to the Provider in order to provide the Services and Professional Services under the Agreement, provided that the Provider remains responsible for the overall performance of the Services as required under the Agreement.

14.10. Court Orders. Nothing in the Agreement prevents the Provider from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but the Provider will use commercially reasonable efforts to notify the Customer where permitted to do so.

14.11. Independent Contractors. The Parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

14.12. Export Control. In its use of the Services, the Customer agrees to comply with all export and import laws and regulations of the applicable jurisdictions. Without limiting the foregoing, (i) the Customer represents and warrants that it is not listed on any US, UK, or EU government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a US, UK, or EU government embargo or that has been designated by the US, UK, or EU government as a "terrorist supporting" country, (ii) the Customer will not (and will not permit any of its users to) access or use the Services in violation of any US, UK, or EU export embargo, prohibition or restriction, and (iii) the Customer will not submit to the Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

14.13. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

Exhibit 1

DATA PROCESSING ADDENDUM

1. INITIAL PROVISIONS

1.1. Agreement. This Data Processing Addendum (the "**DPA**") forms an integral part of the Agreement and is referenced in the Agreement. By entering into the Agreement with the Provider, the Customer, acknowledges that it has read and understood this DPA and agrees to be bound by it.

2. DEFINITIONS

Other than the terms defined in the body of this DPA or in the Agreement, these terms have the following meaning:

"**CCPA**" means the California Consumer Privacy Act, California Civil Code §§1798.100 et seq., including any amendments and implementing regulations that become effective on or after the effective date of this DPA. Terms "**business**", "**service provider**" and "**sale**" have the same meaning given to it under the CCPA.

"**Data Breach**" means a breach of security of the Services leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by the Provider under this DPA.

"**Data Protection Legislation**" means, as applicable to a Party and its Processing of Personal Data: (i) EU Data Protection Law (ii) UK Data Protection Law, (iii) CCPA and any national data protection laws made under the CCPA, (iv) any other law applicable for the provision of the Services.

"**EU Data Protection Laws**" mean Regulation 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 (General Data Protection Regulation) (the "**GDPR**") and the EU e-Privacy Directive (Directive 2002/58/EC). Terms "**Controller**", "**Processor**", "**Process**", "**Processing**", and "**Data Subject**" shall have the same meanings given to them under the GDPR.

"**Personal Data**" means any information that (i) is protected as "personal data", "personal information" or "personally identifiable information" under Data Protection Legislation; and (ii) is Processed by the Provider on behalf of Customer in the course of providing the Services, as more particularly described in Annex A of this DPA.

"**Restricted Transfer**" means a transfer of Personal Data from the European union/EEA to any other country which is not subject based on adequacy regulations pursuant to Article 45 of Regulation (EU) 2016/679.

"**Sub-processor**" means any third party engaged by the Provider to assist in fulfilling its obligations with respect to providing the Services and that Processes Personal Data as Processor.

"**Standard Contractual Clauses**" means: (i) where the GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 (the "**EU SCCs**"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR ("**UK SCCs**").

"**UK Data Protection Law**" means: (i) the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "**UK GDPR**"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) all applicable national data protection laws made under, pursuant to or that apply in conjunction with any of (i) or (ii); in each case, as may be amended or superseded from time to time.

3. PROVIDER'S OBLIGATIONS

3.1. Roles. For the purposes of the GDPR and similar Data Protection Legislation, Customer (or third party on whose behalf Customer is authorized to instruct the Provider) is the Controller of Customer Data that are

Personal Data, and the Provider shall Process Personal Data as a Processor (or sub-Processor, as applicable to Customer's use of the Services); and for the purposes of the CCPA (to the extent the CCPA is applicable), Customer is the business and the Provider is the service provider.

3.2. Permitted Purposes. The Provider shall Process Personal Data for the purposes described in Annex A and in accordance with Customer's documented lawful instructions ("**Permitted Purposes**"), except where otherwise required by the applicable Data Protection Legislation. In particular and to the extent the CCPA is applicable, Customer's transfer of Personal Data to the Provider is not a sale, and the Provider provides no monetary or other valuable consideration to Customer in exchange for Personal Data. To the extent required by Data Protection Legislation, this Section 3.2 constitutes the certification from the Provider to the Processing instructions herein. The Provider is obliged at all times to Process Personal Data in compliance with Data Protection Legislation and fulfil all its obligations arising out of Data Protection Legislation.

3.3. Processing Instructions. The Provider shall immediately inform Customer if it becomes aware that Customer's Processing instructions infringe Data Protection Legislation. If the Provider is unable to Process Personal Data in accordance with the Customer's documented lawful instructions, the Provider is obliged to promptly notify Customer of its inability to comply.

3.4. Security Measures. The Provider shall implement and maintain reasonable and appropriate technical and organizational measures designed to protect Personal Data from Data Breaches and preserve their security, integrity, and confidentiality. Such measures shall have regard to the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. At a minimum, these measures must include the measures identified in Annex C of this DPA.

3.5. Access and Confidentiality. The Provider shall ensure that any person it authorizes to Process the Personal Data (including Provider's staff, agents and Sub-processors) ("**Personnel**") are under appropriate obligations of confidentiality (whether a contractual or statutory duty), have received proper training, and are informed about the confidential nature of the Personal Data, their obligations related to it and have access to Personal Data only on need-to-know basis. The Provider shall ensure that Personnel Processes the Personal Data only as necessary for the Permitted Purposes.

3.6. Data Returns and Deletion. Upon termination or expiration of the Agreement or upon request, the Provider shall, at Customer’s election, delete or return to the Customer all Personal Data in its possession or control except for one copy for archival and compliance purposes.

4. AUDIT RIGHTS

4.1. Right to conduct audits. The Customer shall have the right to conduct an audit to verify Provider's compliance with its obligations laid down in Art. 28 GDPR (if applicable) and in this DPA. The Provider shall allow the Customer to carry out the audit if (i) the Customer requests to carry out the audit via a written notice at least 30 (thirty) days in advance; (ii) the Customer will specify the agenda for such audit in such notice; (iii) the audit shall not take place more than once a year; (iv) all associated costs and expenses shall be borne by the Customer or reimbursed to the Provider on demand; and (v) the audit shall last no longer than the equivalent of 1 working day (8 hours) of Provider's representative. On the request of the Customer, the Provider will provide the Customer with the estimated cost that it expects to incur during such audit according to the extent specified in the agenda provided by the Customer.

4.2. Independent Auditor. In case the Customer requests the audit by an independent party, an external licensed auditor, the Provider may object to such auditor appointed by the Customer to conduct the audit if the auditor is, in Provider's reasonable opinion, not suitably qualified or independent, a competitor of the Provider, or otherwise manifestly unsuitable. Any such objection will require the Customer to appoint another auditor.

5. CUSTOMER'S OBLIGATIONS

5.1. Customer's Processing of Personal Data. The Customer shall, in its use of the Services, Process Personal Data in accordance with Data Protection Legislation. The Customer shall have the sole responsibility for the accuracy, quality, and legality of Personal Data and how the Customer acquired Personal Data.

5.2. Customer's Compliance. The Customer agrees that (i) it shall comply with its obligations as a Controller under Data Protection Legislation in respect of its Processing of Personal Data and any Processing instructions it issues to the Provider; (ii) it has provided notice and obtained (or shall obtain) all consents or any other necessary authorizations (as applicable) under Data Protection Legislation for the Provider to Process Personal Data for the Permitted Purposes; (iii) it shall be responsible for providing any notices required by Data Protection Legislation to the relevant data subjects with respect to sharing their Personal Data with the Provider; (iv) it has fulfilled (or shall fulfil) all registration or notification obligations to which the Customer is subject to under the Data Protection Legislation; and (v) it is responsible for its own Processing of Personal Data, including integrity, security, maintenance, and appropriate protection of Personal Data under Customer's control.

5.3. Technical and Organizational Measures. The Customer is responsible for its secure use of the Services, protecting the security of Personal Data when in transit to and from the Services, and taking any appropriate technical, organizational, and security measures to securely encrypt or backup any Personal Data uploaded to the Services. The Customer is also responsible for the use of the Services by any person the Customer authorized to access or use the Services, and any person who gains access to its Personal Data or the Services as a result of its failure to use reasonable security precautions, even if the Customer did not authorize such use. The Customer agrees to notify the Provider immediately upon becoming aware of any unauthorized use of the Services or of any other breach of security involving the Services.

6. COOPERATION

6.1. Data Subject Rights. To the extent that the Customer is unable to access the relevant Personal Data within the Services independently, the Provider shall, taking into account the nature of the Processing, provide assistance (including by appropriate technical and organizational measures) to provide reasonable cooperation to the Customer in order to (i) respond to any requests from a data subject seeking to exercise any of its rights under Data Protection Legislation (including its right of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the Processing of the Personal Data (collectively "**Correspondence**").

In the event that any such Correspondence is made directly to the Provider, it shall promptly notify the Customer and shall not respond directly unless legally compelled to do so. If the Provider is required to respond to such Correspondence, the Provider shall promptly notify the Customer and provide it with a copy of the request, unless legally prohibited from doing so.

6.2. Data Protection Impact Assessment. To the extent required by Data Protection Legislation, the Provider shall provide reasonable cooperation regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by Data Protection Legislation.

6.3. Request for Disclosure. The Provider is obliged to promptly notify the Customer about any legally binding request for disclosure of the personal data by a judicial or regulatory authority unless otherwise prohibited, such as the obligation under criminal law to preserve the confidentiality of a judicial enquiry and to assist the Customer accordingly (at Customer's expense).

7. SECURITY INCIDENTS

7.1. Data Breach. Upon becoming aware of a Data Breach, the Provider shall notify the Customer without undue delay and shall provide such timely information and cooperation as the Customer may reasonably require in order to fulfil its data breach reporting obligations under Data Protection Legislation, including the type of data

affected and the identity of the affected person(s) as soon as such information becomes known or available to the Provider.

7.2. No acknowledgement. The Customer agrees that any notification that the Provider provides to the Customer in relation to a Data Breach shall not be construed or understood as an acknowledgement of any fault or liability.

7.3. Further Conduct. The Provider shall further take all such measures and actions as are reasonable to remedy or mitigate the effects of the Data Breach and shall keep Customer informed of all developments in connection with the Data Breach.

7.4. Cooperation. If a Data Breach is caused or materially contributed to by the Customer, the Provider will cooperate in the investigation of the Data Breach subject to Customer's obligation to compensate the Provider for its expenses and costs.

8. SUB-PROCESSING

8.1. Authorized Sub-processors. The Customer provides a general authorization for the Provider to engage Sub-processors to Process Personal Data on Customer's behalf. The Sub-processors currently engaged by the Provider are listed in Annex B. The Provider remains liable for any breach of this DPA caused by an act, error, or omission of such Sub-processor.

8.2. New Sub-processors. The Provider shall provide at least ten (10) days prior written notice to the Customer of the engagement of any new Sub-processor (including details of the Processing and location).

8.3. Objections. If the Customer has a reasonable objection to any new sub-processor, it shall notify the Provider of such objections in writing to [email] within ten (10) days from receiving the notification and the Parties will seek to resolve the matter in good faith. If Customer does not provide a timely objection to any new sub-processor in accordance with this Section 8.3, Customer will be deemed to have consented to the sub-processor and waived its right to object.

9. DATA TRANSFERS

9.1. International Data Transfers. The Customer agrees that Personal Data it processes under the Agreement may be processed in any country in which the Provider and its Sub-processors maintain facilities to perform the Services, as further detailed in the Sub-processor List. The Provider shall take all such measures necessary to ensure that the Processing and transfer of Personal Data in or to a territory other than the territory in which the Personal Data was first collected complies with Data Protection Legislation.

9.2. Application of Standard Contractual Clauses. The Parties agree that when and to the extent the transfer of Personal Data from the Customer to the Provider is a Restricted Transfer and EU Data Protection Laws or UK Data Protection Laws require that appropriate safeguards are put in place, such transfer shall be governed by the EU SCCs, which shall be incorporated by reference into and form an integral part of this DPA.

9.3. EU Data. For the purposes of Personal Data that is subject to the EU Data Protection Laws ("**EU Data**"):

a) Where the Customer is a Controller of Personal Data, Module Two (Controller to Processor Clauses) will apply and where the Customer is a Processor acting on behalf of third-party Controllers, Module 3 (Processor to Processor Clauses) will apply;

b) in Clause 7 (Docking Clause), the optional docking clause will apply;

c) in Clause 9 (Use of Sub-processors), Option 2 will apply, and the time period for prior notice of sub-processor changes shall be as set out in Section 8.2 of this DPA and the period for notification of objections in Section 8.3 of this DPA;

d) in Clause 11 (Redress), the optional language to permit data subjects to lodge complaints with an independent dispute resolution body will not apply;

e) in Clause 17 (Governing Law), Option 1 will apply, and the EU SCCs will be governed by the law of an EU Member State as notified by the Customer, or in the absence of such notification, by Czech law;

f) in Clause 18(b) (Choice of forum and jurisdiction), disputes shall be resolved before the courts of the selected EU Member State as per Clause 17, or in the absence of such selection, before the courts of Prague, Czech Republic;

9.4. UK Data. For the purposes of Personal Data that is subject to the UK Data Protection Laws ("**UK Data**"), the EU SCCs will also apply in accordance with paragraphs 9.3.a) to 9.3.d) above, with the following modifications:

a) references to "Regulation (EU) 2016/679" shall be interpreted as references to UK GDPR;

b) references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article or section of UK GDPR;

c) references to "EU", "Union", "Member State" and "Member State law" shall be replaced with references to the "UK" and "UK law";

d) the term "member state" shall not be interpreted in such a way as to exclude data subjects in the UK from the possibility of suing for their rights in their place of habitual residence (i.e., the UK);

e) Clause 13(a) of the EU SCCs and Part C3 of Annex A of the DPA are not used and the "Supervisory authority" is the UK Information Commissioner's Office;

f) references to the "competent supervisory authority" and "competent courts" shall be replaced with references to the "Information Commissioner" and the "courts of England and Wales";

g) in Clause 17, the Standard Contractual Clauses shall be governed by the laws of England and Wales; and

h) with respect to transfers to which UK GDPR apply, Clause 18 shall be amended to state "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may bring legal proceeding against the data exporter or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts",

i) unless the EU SCCs, implemented as described above, cannot be used to lawfully transfer Personal Data in compliance with the UK GDPR, the UK SCCs shall instead be incorporated by reference and form an integral part of this DPA and shall apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the UK SCCs shall be populated using the information contained in Annexes A, B and C (as applicable).

10. LIMITATION OF LIABILITY

Customer's remedies, including its Affiliates, and the Provider's liability arising out of or in relation to this DPA (including Standard Contractual Clauses), are subject to those limitations of liability and disclaimers set forth in the Agreement. For the avoidance of doubt, nothing in this DPA is intended to limit the rights a Data Subject may have against either Party arising out of such Party's breach of the Standard Contractual Clauses, where applicable.

11. FINAL PROVISIONS

11.1. Third-Party Beneficiaries. Data Subjects are the sole third-party beneficiaries to the Standard Contractual Clauses, and there are no other third-party beneficiaries to this DPA, unless specified to the contrary in the Agreement.

11.2. Governing Law and Jurisdiction. This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless and to the extent required otherwise by the Data Protection Legislation or the Standard Contractual Clauses.

11.3. Scope of this DPA. For the avoidance of doubt, the processing of information other than Personal Data for the Permitted Purposes does not fall under the scope of this DPA.

11.4. Term. This DPA shall continue to be in effect for the term of the Agreement plus the period from expiry of the Agreement until the Provider ceases to process Personal Data on behalf of the Customer (the "**Processing Term**").

Annex A to the DPA
Description of the Processing Activities / Transfer

Annex A(1) List of Parties:

Data Exporter	**Data Importer**
Name: Customer, as identified in the Order Form	**Name**: Provider, as identified in the Agreement
Address: As identified in the Order Form	**Address**: As identified in the Agreement
Contact details: As identified in the Order Form	**Contact details:** As identified in the Agreement
Activities relevant to the transfer: See Annex A(2) below	**Activities relevant to the transfer:** See Annex A(2) below
Role: Controller	**Role:** Processor

Annex A(2) Description of Transfer

	Description
Categories of data subjects:	**Depending on the nature and scope of the Services purchased by the Customer, the Data Subjects may include:** ● Permitted Users: any of Customer's employees or other personnel, suppliers and other third parties authorised under the Agreement to use the Services. ● End Users: guests, visitors, or other individuals who access or interact with the Services at or in connection with the Customer Properties, as well as any other individuals having Personal Data stored, transmitted to, made available to, accessed or otherwise processed by the Provider in connection with the Services.
Categories of personal data:	**Depending on the nature and scope of the Services, the Personal Data may include:** ● Permitted Users: identification and contact data (name, email address); IT related data (computer ID, user ID, password, IP address, log files). ● End Users: identification and contact data (name, email address, telephone number, ID or passport number, nationality, date of birth); reservation and stay data; communication data (messages, requests, and other interactions with the Services); and such other categories of Personal Data as may be submitted to or processed through the Services. ● Customer determines the categories of Personal Data which could be processed within the Provider's Services.

Sensitive data:	The Provider does not require any special categories of data to provide the Services and does not intentionally collect or process such data in connection with the provision of the Services.
Frequency of the transfer:	Continuous
Nature and subject matter of processing:	The Personal Data may be subject to the following processing activities: ● storage (hosting) and other processing necessary to provide, maintain and improve the Services provided to Customer under the Agreement, ● technical support provided to the Customer on a case by case basis, ● disclosures in accordance with the Agreement and the DPA, as compelled by law, and ● collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
Duration of the processing:	Processing Term.
Purpose(s) of the data transfer and further processing:	(i) Processing to provide, maintain, support, and improve the Services provided to the Customer in accordance with the Agreement; (ii) Processing initiated by the Permitted users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by the Customer (e.g., via email) where such instructions are consistent with the Agreement of the Agreement (including this DPA).
Retention period (or, if not possible to determine, the criteria used to determine that period):	Processing Term
For Transfers to sub-processors: subject matter, nature and duration of the Processing:	As above.

Annex A (3): Competent supervisory authority

With respect to EU Data, the competent supervisory authority shall be the authority of the EU Member State indicated in Clause 17. In the absence of such indication, the competent supervisory authority shall be the supervisory authority of the EU Member State where the Processor is established.

Annex B to the DPA
Approved Sub-processors

Microsoft Ireland Operations Limited One Microsoft Place South County Business Park Leopardstown Dublin 18 D18 P521 Ireland VAT Reg. No. IE 8256796 U	**Purpose of Processing:** Cloud infrastructure hosting and large language model (LLM) services. **Nature of Processing:** Provision of scalable cloud computing infrastructure (Microsoft Azure) and access to LLM APIs used to power AI-driven features of the service. **Data Processed:** Personal data submitted by end users as part of service interactions, including voice input transcriptions and conversation content processed by LLM services.
Eleven Labs Inc. 169 Madison Ave #2484 New York, New York 10016 United States EU OSS VAT EU372062016	**Purpose of Processing:** Text-to-speech (TTS) and speech-to-text (STT) conversion. **Nature of Processing:** Synthesis of natural-sounding speech output from text (TTS) and transcription of spoken audio input into text (STT) to enable voice-based user interactions. **Data Processed:** Voice audio recordings and corresponding text transcriptions of end user interactions.
Twilio Ireland Limited 70 Sir John Rogerson's Quay Dublin 2 D02 R296 Ireland	**Purpose of Processing:** Telephony connectivity and communication services. **Nature of Processing:** Provision of programmable voice and telephony APIs enabling connection of the service to the public switched telephone network (PSTN) and VoIP infrastructure. **Data Processed:** Caller metadata (e.g. phone numbers), call duration data, and audio streams transmitted during telephony sessions.

Current version.

The current and most up-to-date version of the list of Approved Sub-processors is maintained online and is available at:

Annex C to the DPA
Technical and Organizational Measures

The Provider has implemented the following technical and organisational measures to ensure an appropriate level of security taking into account the nature, scope, context, and purposes of the processing, and the risks for the rights and freedoms of natural persons:

1. Access Control and Authorisation

The Provider ensures that access to Personal Data is restricted to duly authorised Personnel who require such access for the performance of their duties.

Appropriate technical and software-based safeguards are implemented to prevent unauthorised or accidental access to Personal Data.

2. Physical Security

Personal Data is stored only in properly secured buildings, rooms, or facilities with restricted physical access.

Physical documents containing Personal Data are stored in secure locations, and the Provider maintains appropriate records of the movement and handling of such documents.

3. IT Security and Logical Access Control

Personal Data in electronic form is stored on secure servers or data storage media.

Access is protected by appropriate authentication mechanisms, including access codes, passwords, or comparable security credentials.

Regular data backups are performed in accordance with industry standards.

4. Data Transmission Security

Remote transmission of Personal Data is carried out exclusively via private networks or through secure transmission over public networks, in particular using protocols enabling encrypted communication.

Taking into account the nature, scope, context and varying levels of risk, certain Personal Data may exceptionally be transmitted via email, subject to appropriate safeguards.

5. Data Availability and Resilience

The Provider implements appropriate technical and organisational measures to ensure the ability to restore the availability of and access to Personal Data in a timely manner in the event of a physical or technical incident, in accordance with the service parameters agreed under the main agreement.

6. Testing and Evaluation

The Provider regularly tests, assesses, and evaluates the effectiveness of the implemented technical and organisational measures to ensure the ongoing security of processing.

7. Deletion and Return of Personal Data

Subject to the terms of the DPA upon termination of the processing of Personal Data, the Provider shall, in accordance with the Customer's instructions, either securely delete or return all Personal Data, unless retention is required by applicable law.

8. Personnel Confidentiality

All Personnel authorised to process Personal Data are bound by confidentiality obligations and are trained on applicable data protection and information security requirements.