General Terms and Conditions of Agdata s.r.o.

Agdata s.r.o. with registered office at Nové sady 988/2, Brno 602 00, VAT ID: CZ05171750. File No. C 93930 maintained at the Regional Court in Brno (hereinafter referred to as Agdata).

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1. User and Provider

These General Terms and Conditions govern the rights and obligations of the User and the Service Provider (hereinafter referred to as "Services"). For the purposes of these General Terms and Conditions, the Service Provider means Agdata s.r.o. and the User means either a natural person - entrepreneur or a legal entity.

2. Contract

2.1 Contract

The Services are provided under a lease agreement, a purchase agreement or a contract for the provision of the Provider's services or a combination of these agreements (hereinafter referred to as the "Contract"). These General Terms and Conditions are always an integral part of the Contract. The Contract is concluded in the Czech language. In the event that the Contract is concluded in more than one language at the User's request, the Czech version shall prevail in the event of a conflict of language versions.

2.2 Forms of concluding the Contract

The Provider may offer the conclusion of the Contract in various ways, in particular in writing, but also by some means of remote communication, depending on the current technical possibilities. Depending on which of the currently offered methods of concluding the Contract the User has chosen, the Contract is concluded (valid and effective):
a) by both parties signing the Contract, if concluded in writing, or
b) by completion and submission of the web form by the User and subsequent confirmation by the Provider, or
c) by e-mail, provided that all the terms of the Contract have been mutually agreed by the parties, or
d) by telephone if all the terms of the Contract have been mutually agreed by the parties.

2.3 Conditions for concluding the Contract

The Provider shall conclude the Contract with the User if the User provides all the information required by law (3.1). Furthermore, the Provider may require the User to prove the right to use the installation site (4.4). If the User has not fulfilled its obligations towards the Provider in the past, the Provider is not obliged to conclude the Contract with the User. The Provider may also refuse to conclude the Contract or require the deposit in case the conclusion and possible performance of the Contract could be in demonstrable conflict with its rights, protected interests or the interests of third parties (e.g. if the User is under execution or insolvency proceedings have been initiated). The Provider shall ascertain such information from public registers and lists (e.g. Public Register, Insolvency Register, Central Register of Executions, Database of Invalid Personal Documents or debtor registers).

2.4 Amendments to the Contract

2.4.1
Amendments to the Contract may be made in the same ways as those used to conclude the Contract, by agreement of the parties. The Provider is not obliged to agree to the User's proposal to amend the Contract, which would result in a reduction of the parameters of the service provided.

2.4.2
The Provider is entitled to change the terms of the Contract in its entirety, i.e. any part of the Contract. The change may relate in particular to the Service provided (price, parameters, conditions of provision, commencement of provision, termination or replacement by another Service, etc.), rights and obligations (of the User and the Provider - their scope, price billing, fees and payment methods, complaints, data processing conditions, delivery, liability for damage and injury, etc.), other contractual arrangements (duration of the Contract, conditions and method of its termination, etc.), etc. The Provider may change the terms and conditions of the Agreement due to inflation, introduction of new Services, changes in market conditions, changes in legislation, improvement or development of new technologies, or changes in other technical, operational, commercial or organizational conditions on the Provider's side.

2.4.3
If the Provider changes the terms and conditions of the Contract, where required by law, it shall inform the User of such change at least 1 month in advance in the same form as the User has chosen for sending the billing. In the event that the User does not agree to such change, the User shall be entitled to terminate the Contract without any penalty on the date on which the change to the Contract is to take effect. The User is obliged to inform the Provider in writing of the User's disagreement with the new terms and conditions of the Contract, ideally 15 days before the planned change, so that the termination of the Contract can

be technically processed in time, but no later than on the effective date of the change of terms and conditions.

2.4.4
The User's right to terminate the Contract without penalty pursuant to Article 2.4.3 shall not arise in the event that the terms of the Contract are changed due to a change in legislation.

2.5 Duration of the Contract

The Contract is concluded for a fixed term, unless otherwise specified in the Contract. After the expiry of the fixed term, the Contract shall be automatically extended for the same period for which it was concluded, under the same conditions, unless otherwise specified in the Contract.

2.6 Termination of the Contract or individual Services

2.6.1
If the Contract has been concluded for a fixed term, the Contract or an individual Service cannot be terminated before the expiry of the term. In this case, you must wait until the fixed term has expired. The parties may agree otherwise in the Contract.

2.6.2
If the Contract or individual Service has been concluded for an indefinite period, it may be terminated without giving any reason within three months' notice, unless otherwise agreed in the Contract. The period of notice shall commence on the first day of the month following the date of receipt of written notice by the User.

2.6.3
If the termination notice does not indicate which specific Service is being terminated, the Provider will assume that it is a termination of the entire Contract.

2.7 Withdrawal from the Contract

The Contract may also be terminated by a written withdrawal, but only for the reasons set out below.

2.7.1
The User may withdraw from the Contract or an individual Service in the event that the Provider unjustifiably fails to deliver the Service for more than one month.

2.7.2
The Provider may withdraw from the Contract or from an individual Service if:
a) the User fails to pay any 3 bills during the term of the Contract and has been notified of this fact;
b) the User pays 2 consecutive bills after they are due and has been notified of this fact;
c) the User has made a false disclosure or has added a false statement to the Contract which is a condition for entering into the Contract (3.1);
d) the User has failed to provide the necessary cooperation for the performance of the Contract, in particular by failing to allow the placing of the necessary equipment for the provision of the Services or to allow access to the installation site or to the equipment located;
e) the Services are used by another person beyond the scope of the consent (4.5);
(f) the User is subject to insolvency proceedings;
g) technical reasons arise on the Provider's side that make it impossible to perform the subject of the Contract for more than 30 (thirty) days and the Parties do not agree otherwise.

2.8 Death of a natural person/entrepreneur

When the death of the User (natural person/entrepreneur) occurs, the survivors need to inform the Provider of this fact. They can inform the Provider in any way they wish, after which it is necessary to provide a death certificate or an affidavit of the survivors. The Provider will then agree with the survivors whether one of them will become a new User (if they wish to continue to use the Services) or whether the Contract will be terminated on the date of death announcement (or on the date of death if no one has demonstrably used the Services).

2.9 Communication between the Parties

2.9.1
The User may contact the Provider by phone at +420 564 571 859 or by e-mail at podpora@agdata.cz.

2.9.2
A letter, signed by the authorised person, sent via a postal service provider, or an e-mail bearing a guaranteed and recognised electronic signature of the authorised person, shall be deemed to be a written form of the act in question.

2.9.3
The Provider shall preferentially use the e-mail address previously provided by the User. The Provider may also use the

electronic mail address used by the User in previous communication with the Provider. Furthermore, the Provider shall use the contact address and telephone number of the User provided by the User, otherwise the address of the place of installation of the Service. If there is a change in the User's contact details and the User does not notify the Provider of this change, communications sent according to the original contact details will be deemed to have been delivered.

2.10 Publication of the Contract by the User

The Provider acknowledges that the User will publish the content of the Contract if it is obliged to do so under specific legal regulations. The User is obliged to inform the Provider of this fact in advance.

3. Information about the User

3.1 Data required for conclusion of the Contract

The User is obliged to state in the Contract:
a) name and surname, if applicable, business name, residence, place of business and identification number, if assigned, in case of a natural person - entrepreneur;
b) the trade name or business name, the registered office or, where applicable, the registered office of the organisational unit in the territory of the Czech Republic, and the identification number, if assigned, the name, surname and residence of the person authorised to act on behalf of the legal person, if it is a legal person.
Other data shall be provided on a voluntary basis.

3.2 Change of User's data

If any of the information filled in the Contract changes, the User is obliged to notify the user support of this change in writing as soon as possible, at the latest within 7 days after the change. This also applies to the contact address to which we send all documents and email addresses.

3.3 Operational and location data

The Provider processes and stores operational data, including relevant location data related to the User, to the extent necessary for the full provision of digital services, in particular the provision of Services related to the tracking of machines and animals or the location of weather stations and air quality sensors. By using the Service, the User gives the Provider consent to process and store traffic and location data.

3.4 Offer of services and products

3.4.1
The User acknowledges that the Provider may inform him/her about its services and products by telephone and e-mail. If the User does not wish to be informed about such services and products, he/she may refuse this in writing at any time.

3.4.2
The Provider may send Agdata commercial communications to the User's e-mail address and telephone number to inform about its services and products. If the User does not wish to be sent commercial communications, he/she may refuse to do so when signing the Contract or at any later time when sending each individual message.

4. Services

4.1 Types of Services

The Provider provides, among others, the following digital services:
a) online systems and associated mobile applications Agdata;
b) meteorological measurement services;
c) vehicle and animal tracking services;
d) data archiving and access services.
Other Services or additional services that can only be used in connection with an electronic communications service are described in the Specification for each Service. The Specification is an integral part of the Contract and is available at www.agdata.cz and www.agdatasmart.com.

4.2 Commencement of Service provision

The Service is provided from the date of successful registration in the system and payment of the first bill. The commencement of the provision of the Service shall take place no later than 30 days after the signing of the Contract, unless otherwise agreed by the Parties.

4.3 Installation of Sending Devices

The Equipment (Article 7) is generally installed, configured, distributed and wired to Users by Agdata. The installation, configuration, distribution and wiring of the Equipment by the Provider's technician is subject to a fee according to the Price List or the Contract.

4.4 Place of Service provision

4.4.1
The Service is provided at the User's premises, place of business, on the User's land or in machines and equipment operated by the User.

4.4.2
Before the conclusion of the Contract and during its term, the Provider may require the User to prove that the installation site is being used legitimately.

4.4.3
The User is obliged to make the installation site available so that the Provider can put the endpoint into operation.

4.4.4
The User is obliged to secure the consent of the owner of the property in which the installation site is to be located that the installation can be carried out there.

4.4.5
The User is obliged to secure the consent of the property owner to allow the Provider to carry out maintenance, repair, modification, installation, relocation, inspection, measurement or dismantling of the Services or equipment necessary for the use of the Services and access for the purpose of the above.

4.5 Persons authorized to use the Services

The Services may be used by the User or persons cooperating with the User, only for the internal use of the User. This applies in particular to the User's employees. The use of the Services by other persons requires the express consent of the Provider.

4.6 Method of using the Services

When using the Services, the User shall:
a) not to interfere with the Provider's devices, not to change their settings, and not to change the settings of the connected Sending Device;
b) use the Service in accordance with its Specification, the General Terms and Conditions and applicable law;
c) not use or distribute any tools that could compromise the security and integrity of the Agdata Services or other persons;
d) not use the Services in a manner that could adversely affect the operation of the Services or any part thereof, or the quality of the Services provided to other Users. The Services may be used through equipment that meets the requirements approved by the Provider and established by law for operation in the Czech Republic and other countries where the Services and products are used.

4.7 Disruption of Services

If a malfunction occurs within the Provider's services, the User is obliged to immediately report the malfunction to the user support or sales representative. After reporting, the Provider shall repair the fault within 14 working days, unless otherwise agreed by the Parties. If the fault is in the Provider's services or equipment, the Provider shall bear the cost of repair. Otherwise, the costs shall be borne by the User.

4.8 Restriction of Services

4.8.1
The Provider may restrict or interrupt the provision of the Services for a strictly necessary period of time in the event of a breach of the security and integrity of the network, the security of the Service or when its threat or vulnerability is detected, or on the basis of a decision of a state authority, during a state of emergency or for other important public interest reasons.

4.8.2
The Provider may also restrict or interrupt the provision of Services if:
a) the User fails to pay the billing for the Services on time and properly, even after the expiry of the grace period;
b) there is a reasonable suspicion that the User or another person is abusing the Services provided (e.g. 4.5);
c) the User is using the Services in a manner that may adversely affect the operation of the Services or any part thereof or the quality of the Services provided to other Users.

4.8.3
The Provider shall resume the provision of the Services within a reasonable period of time once the reason for which the Services were restricted or interrupted has ceased to exist. During the period of restriction or interruption for the reasons

in clause 4.8.2, the User shall pay for the Services in full, and the Provider may require payment of a fee in accordance with the Price List or the Contract for the restoration of the Services. If the Services have been limited or interrupted for the reasons in clause 4.8.2, the Provider may charge the User the full price of the Services after the Services have been restored, even if it has provided a discount until then.

4.9 Liability for damage

The Provider is not obliged to compensate the User for damages resulting from interruption of the Service or defective provision of the Service.

5. Price for Services

5.1 Start of Service billing

The price for the Services shall be paid by the User from the start of their provision. The amount of the price for the Services is specified in the Contract or in the applicable Price List of Services (hereinafter referred to as the "Price List"), or in the relevant offer.

5.2 Billing for Services

The Provider will usually bill the price for the Services on a monthly or annual basis. The Provider shall deliver the price statement in electronic form, unless otherwise agreed by the Parties.

5.3 Due date and method of payment

The due date for payment of the price for the Services is indicated directly in the invoice. If the due date is not stated in the bill, such bill shall be due within 14 days of receipt. The method of payment is specified in the Contract, otherwise the User shall pay the bill to the Provider's account specified in the bill.

5.4 Discount

5.4.1
The Provider may provide the User with a discount. The discount may be provided either as a recurring discount on the price of the Services or as a one-off discount on the activation fee or discount on the installation fee or any other discount agreed by the Parties in the Contract.

5.4.2
The User is entitled to a discount if:
a) it has been agreed in the Contract;
b) the User complies with the agreed minimum period of use (in the case of an open-ended Contract) or the fixed term of the Contract;
c) the User does not breach the Contract in ways that may cause the Provider to withdraw from the Contract (2.7.2 a to g);
d) the User does not breach the Contract in ways that may cause the Provider to limit the Services (4.8.2).

5.4.3
The entitlement to the discount arises at the moment when the User has fulfilled all the above conditions. If this is not the case, the Provider will send a corrective price statement. In the corrective billing, the Provider shall charge the User the full price as stated in the Contract or in the Price List at the time of conclusion of the Contract.

5.5 Failure to pay the price of Services

If the User fails to pay the price for the Services on time or properly, the Provider shall ask the User to pay again in the same way as it delivers the invoice and shall provide the User with a minimum 7-day grace period for payment. If even then the User fails to pay the price for the Services, the Provider may limit the provision of the Services (4.8.2).

5.6 Repeated failure to pay the price of Services

If the User pays 2 consecutive monthly bills or 1 annual bill after the due date, although the User has been notified of this fact, the Provider may withdraw from the Contract (2.7.2 b). The Provider may also withdraw from the Contract if the User fails to pay any 3 bills during the term of the Contract and has been notified of this fact (2.7.2 a).

5.7 Payment

The Provider may, at its option, use the payment received from the User to pay any amount owed by the User. The User may inquire through user support as to the amount owed.

5.8 Deposit

The Provider may require the deposit according to the Contract or the Price List if the User orders Services in the total amount

exceeding CZK 10,000 or EUR 400 per year excluding VAT. The Provider shall use the deposit provided by the User to pay the User's bills until it is exhausted. Thereafter, the User shall pay the bills in the standard way (5.3).

6. Complaints Procedure

6.1 Complaints about billing

The User is entitled to complain about the billing of the price of the Services to the customer support within 2 months from the delivery of the bill, after which the right to complain under the law will expire.

6.2 Suspensive effect

According to the law, the complaint does not have a suspensive effect on the due date of the bill.

6.3 Complaints about Services

The User is entitled to complain about the quality of the Service provided within 2 months of its defective provision, after which the right to complain expires.

6.4 Complaint handling

The Provider shall settle the complaint within 30 days of its receipt. In the case of a positive settlement of the billing complaint, the Provider shall take into account any overpayment in the next billing of the Services or return it to the User at his/her request. In the event of a positive settlement of the Service claim, the Provider shall take into account any discount on the price of the Service in the next billing for the Services.

7. Rental of Devices

7.1 Sending Device

Sending Device means a device that allows you to use the Services, i.e. receive data from the environment and send it to Agdata. This includes, for example, weather stations, air quality sensors or GPS location tracking units. The User can either rent, borrow for free or buy the Sending Device, depending on the specific offer. Agdata may also provide digital services to other Users through rented or borrowed Sending Devices. To ensure network functionality in the provision of the Services, the Provider may update the software settings of the rented or borrowed Sending Devices, and the stored content may be changed during this update.

7.2 Rental of the Sending Device

In the case of rental of the Sending Device, the User shall pay for the rental regular monthly or annual fees in the amount specified in the Contract or offer. The billing and payment of fees for the rental of the Sending Device shall be in the same manner as for the billing of the Services. The User shall protect the rented equipment against damage, loss and theft.

7.3 Borrowing the Sending Device

If the Sending Device is rented free of charge, the same rights and obligations apply as for the rental of the Sending Devices.

7.4 Returning the Sending Device

In the event of termination of the Contract, the User shall return the Sending Device to the Provider undamaged 15 days after the termination of the Contract. The dismantling of the Sending Device shall be carried out by the Provider and the User shall provide reasonable cooperation for this purpose, unless both parties agree otherwise. If the User fails to return the Sending Device within the aforementioned period, or returns it damaged or non-functional or in a condition that clearly does not correspond to normal wear and tear, the Provider shall be entitled to charge the User a one-off contractual penalty in the amount specified in the Specification of the ordered services, in addition to compensation for damages.

7.5 Failure to return the Device

If the User does not return the rented Sending Device on time and in order (7.4), the Provider may demand payment of a contractual penalty.

7.6 Return of the Device without termination of the Contract

If the User returns the rented Sending Device without properly terminating the Contract, this shall not affect the duration of the Contract. In such case, the Contract shall continue and the User shall be obliged to pay the price for the Services.

8. Law and Jurisdiction

The contract is governed by Czech law. If any part of the Contract is found to be invalid, this shall not affect the validity of the remaining provisions. Any disputes arising between the Parties shall be settled by the courts of the Czech Republic.

9. Contract Annexes

These General Terms and Conditions and the Offer shall always form part of the Contract.

10. Effectiveness

These General Terms and Conditions are effective from 1 January 2020. The current version of the General Terms and Conditions is available at www.agdata.cz and www.agdatasmart.com.