

## EXTRAORDINARY ADMINISTRATION RULES

No. EAR\_20230501

Effective from: 1.5.2023

BETWEEN:

(1) Provider of Services, i.e., company **JABLOTRON CLOUD SERVICES s.r.o.**, reg. No.: 047 86 645, registered office U Přebrady 3204/61, Mšeno nad Nisou, 466 02 Jablonec nad Nisou, Czech Republic, registered in the Commercial Register administered by the Regional Court in Ústí nad Labem, section C, file No. 36983 (“**Provider**”);

and

(2) User of the JA PARTNER or MyCOMPANY Modules (“**Module User**”);

These Rules are subject to the relevant provisions of the Special Terms and Conditions for the Use of the JA PARTNER Module and Special Terms and Conditions for the Use of the MyCOMPANY Module and their constituent parts.

If any provisions of these Rules conflict with the Special Terms and Conditions for the Use of the JA PARTNER or MyCOMPANY Modules, the provisions of these Rules shall prevail.

### 1. DEFINITION OF TERMS

1.1. Capitalized terms and abbreviations referred to in these Rules have either the meaning provided in the following table or, if not provided in the table, the meaning stipulated in the General Terms and Conditions for the Use of Cloud JABLOTRON currently or, where applicable, Special Terms and Conditions for the Use of the Modules or Terms and Conditions for the Provision of Services.

“ <b>Effective Period of the Rules</b> ”	means the period from the beginning of effect of these Rules set by the Provider until the time stipulated in the Successor Rules or until the beginning of effect of the Successor Rules or until the time specified in a notification pursuant to par. 8.4 of these Rules;
“ <b>Extraordinary Administration</b> ”	means the substitute performance of the Module User’s obligations in the area of Cloud JABLOTRON support by the Provider, or by a person authorized by the Provider, in the cases specified in these Rules;  Extraordinary Administration may be performed either with the cooperation of the affected Module User (as assisted administration) or without their cooperation (as crisis administration);
“ <b>Successor Rules</b> ”	means Extraordinary Administration Rules published on the Website with a subtitle of a more recent date of publication superseding the current Rules in effect;
“ <b>Rules</b> ”	means the Extraordinary Administration Rules then in effect;

<b>“TCU”</b>	means the currently effective Terms and Conditions for the Use of Cloud JABLOTRON.
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## **2. PURPOSE OF EXTRAORDINARY ADMINISTRATION**

- 2.1. The purpose of Extraordinary Administration is to maintain or ensure the fulfilment of the Module User’s **obligations** in the area of **Cloud JABLOTRON support** arising from the relevant TCU and the Special Terms and Conditions for the Use of the Module, the fulfilment of which has or may have an impact on, in particular, (i) proper use of the Service by the End User, Installation Partner or another authorised person, (ii) fulfilment of the Provider’s obligation towards the End User, Installation Partner or another authorised person, (iii) maintenance of the quality of any Service, (iv) preservation of reputation of Provider and Related Parties, or (v) protection of the interests of Provider or Related Parties with respect to the operation of Cloud JABLOTRON, or if (vi) the Provider, a Related Person, any User or End User is threatened with any other harmful consequence of a similar nature, then in an alternative manner in cases where the Provider determines that there is a threat or impediment on the part of the affected Module User that prevents the Module User from performing the obligations in question, temporarily or permanently.

## **3. ROLE OF RELATED PARTIES**

- 3.1. The Provider may hand over the role of the Provider under these Rules to a Related Party, especially company **JABLOTRON ALARMS a.s.**, reg. No.: 286 68 715, registered office Pod Skalkou 4567/33, 466 01, Czech Republic, registered in the Commercial Register administered by the Regional Court in Ústí nad Labem, section B, file No. 1957 The Provider will inform the Module User of such handover by email. Such person will then bear all rights and obligations of the Provider under these Rules.

## **4. REASONS FOR THE INTRODUCTION OF EXTRAORDINARY ADMINISTRATION**

- 4.1. The reasons for the introduction of Extraordinary Administration may be, with regard to its purpose referred to in Art. 2 of these Rules, are given in particular in the following cases:
- 4.1.1. death or cessation of legal existence of the Module User without a legal successor;
  - 4.1.2. legal succession on the part of the Module User, or a change of the person controlling the Module User, e.g., in case of: (i) transfer of a business or part thereof; (ii) transformation of a legal entity; (iii) inheritance of a business or part thereof; (iv) change in the shareholder structure or the structure of shareholders;
  - 4.1.3. termination or interruption of business activities by the Module User related to Cloud JABLOTRON, including anticipated termination or interruption of business activities, in particular: (i) prohibition, termination or interruption of business in the field of commercial security; (ii) prohibition, termination or interruption of the sale of Device or the provision of services for which Cloud JABLOTRON is used; (iii) liquidation of a legal entity – the Module User; (iv) commencement of insolvency or similar proceedings on the part of the Module User;
  - 4.1.4. a serious breach of the contract with the Provider or a Related Party or termination or substantial limitation of cooperation with the Provider or a Related Party related to Cloud JABLOTRON, in particular: (i) termination of the distribution of the Provider’s or Related Party’s products; (ii) termination of the

contractual relationship between the Module User and the Provider established by the TCU or the applicable special terms and conditions of use of the Module; or (iii) failure to use the Account/Module due to denial of access to Cloud JABLOTRON to the Module User by the Provider pursuant to the TCU;

- 4.1.5. Failure of the Module User to comply with its obligations in the area of Cloud JABLOTRON support, which may damage the interests of the Provider or Related Parties in connection with the operation of Cloud JABLOTRON, or jeopardize the reputation of the Provider, even if requested by the Provider or a Related Party within a reasonable period of time to remedy, e.g., (i) violation of the Applicable Regulations; or (ii) failure to provide proper cooperation (including, e.g., failure to provide support, response or other communication) to a cooperating Installation Partner or entity interested in similar cooperation, an End User or the Provider.
- 4.2. The Extraordinary Administration is introduced in principle at the sole discretion, assessment and decision of the Provider, even in cases other than those mentioned in paragraph 4.1 above, but always in order to achieve the purpose of Extraordinary Administration resulting from the Rules.
- 4.3. The introduction of Extraordinary Administration is preceded, in cases where there is no imminent threat of harm on the part of the Provider, a Related Party or an Installation Partner or an End User, or in cases where it seems useful to the Provider, by a request to the Module User to remove the reasons justifying the introduction of Extraordinary Administration by the Provider.
  - 4.3.1. The Provider will state in the request what exactly it considers to be the reasons for the introduction of Extraordinary Administration and will set a reasonable deadline for the Module User to eliminate them.
  - 4.3.2. The Provider will make the request by email sent to the last email address of the Module User known to the Provider, or in writing via a postal service provider to the address of the Module User's registered office.
  - 4.3.3. If the Provider and the Module User agree on a joint procedure that eliminates the reasons for the introduction of Extraordinary Administration, the Extraordinary Administration will not be introduced for the period during which the joint procedure is followed.
  - 4.3.4. If the Module User fails not eliminate the reasons for the introduction of Extraordinary Administration within the time limit set by the Provider pursuant to subpar. 4.3.1 or fails to adopt other measures suitable from the Provider's point of view within such time limit, the Provider is entitled to introduce the Extraordinary Administration.

## **5. COURSE OF EXTRAORDINARY ADMINISTRATION**

- 5.1. Depending on the circumstances, Extraordinary Administration may be introduced to the extent of any activities aimed at fulfilling the purpose of Extraordinary Administration under par. 2.1 of the Rules, or only some of them, at the Provider's discretion. Accordingly, it is possible, for example, to perform Extraordinary Administration both in relation to the entire user tribe of the affected Module User and only to a limited extent, even in relation to a single Account of a particular User. The Provider may change the scope of Extraordinary Administration at any time during the course of Extraordinary Administration at its discretion and according to the circumstances.
- 5.2. THE MODULE USER HEREBY ACKNOWLEDGES THAT:
  - 5.2.1. THE PROVIDER PERFORMS THE EXTRAORDINARY ADMINISTRATION ITSELF OR MAY DELEGATE IT TO ANOTHER MODULE USER, INCLUDING

A PERSON WHO MAY BE IN A COMPETITIVE POSITION WITH THE MODULE USER FOR WHOM THE EMERGENCY MANAGEMENT IS INTRODUCED. THE PERSON PERFORMING EXTRAORDINARY ADMINISTRATION HAS THE ABILITY TO MANAGE THE MODULE USER'S ACCOUNT WITH THE SAME RANGE OF PERMISSIONS AS THE MODULE USER.

- 5.2.2. **EXTRAORDINARY ADMINISTRATION MAY ALSO BE ENTRUSTED BY THE PROVIDER ALLOWING ANOTHER MODULE USER ACCESS TO THE DATA CONTAINED IN THE MODULE OF THE MODULE USER CONCERNED (E.G., BY SETTING UP A SUBORDINATE USER PROFILE), WHEREBY THE PERSON CONCERNED WILL HAVE ACCESS TO ALL DATA ACCESSIBLE TO THE MODULE USER, INCLUDING DATA ENTERED INTO THE MODULE BY THE MODULE USER.**
- 5.2.3. Moreover, the Provider will negotiate a contract with the Module User entrusted with the performance of Extraordinary Administration regulating its proper performance, including possible processing of personal data.
- 5.2.4. IN DECIDING WHETHER TO INTRODUCE EXTRAORDINARY ADMINISTRATION, IN SELECTING THE PERSON CARRYING OUT EXTRAORDINARY ADMINISTRATION, AND IN CARRYING OUT EXTRAORDINARY ADMINISTRATION, THE PROVIDER'S INTEREST IN ACHIEVING THE PURPOSE OF EXTRAORDINARY ADMINISTRATION AS DEFINED IN THESE RULES IS PARAMOUNT.
- 5.3. The Provider is obliged to inform not only the relevant Module User but also the entities directly affected by Extraordinary Administration (e.g., End Users, Installation Partners) about the introduction as well as about the cancellation of Extraordinary Administration and its scope or its change by email or other appropriate means.
- 5.4. The performance of all measures and activities carried out by the Provider or the person entrusted with Extraordinary Administration by the Provider will be carried out in accordance with the technical and legal capabilities of Cloud JABLOTRON. Therefore, these Rules do not impose any obligation on the Provider or any person authorized by the Provider to perform any activities beyond what is permitted by the state of Cloud JABLOTRON at the time of performance of Extraordinary Administration and the Applicable Regulations at the time of performance of Extraordinary Administration.
- 5.5. As part of Extraordinary Administration, the Provider performs actions concerning End Users and Installation Partners whose Accounts represent the user tribe of the affected Module User, or persons who are not yet users of Cloud JABLOTRON and will become such in the course of Extraordinary Administration of the Module User's Account. Such acts include, in particular:
  - 5.5.1. registration of Users' Devices in Cloud JABLOTRON or, where applicable, logging out of the Devices from Cloud JABLOTRON;
  - 5.5.2. remote configuration of the Devices as requested by the User (such as setting the Device's communication to the selected ARC, or support for the Devices' language codes);
  - 5.5.3. granting permission to Installation Partners to set up Accounts or register Devices in Cloud JABLOTRON;
  - 5.5.4. registration and cancellation of User Accounts in Cloud JABLOTRON;
  - 5.5.5. processing, updating and other management of data about Users and their Devices contained in the Accounts in connection with the aforementioned actions.

- 5.6. In connection with Extraordinary Administration, the affected Module User is obliged to:
  - 5.6.1. provide the Provider with all necessary assistance requested by the Provider or arising from the Applicable Regulations;
  - 5.6.2. take all necessary measures and actions in a timely manner to ensure that the Module User does not suffer any harm as a result of the commencement of Extraordinary Administration, and to ensure that the Module User does not cause harm to another person;
  - 5.6.3. to suffer access by the Provider, or the person performing Extraordinary Administration, to the contact details of End Users and Installation Partners in order to properly and timely inform them about the implementation of Extraordinary Administration and related measures.
- 5.7. As part of Extraordinary Administration, the Provider is obliged to inform the respective End User or Installation Partner about the commencement of Extraordinary Administration and its scope, or its change, as well as about the termination of Extraordinary Administration.
- 5.8. During Extraordinary Administration, the Provider has access to the contact details of End Users and Installation Partners at least to the extent necessary to inform them of the situation and to offer them the opportunity to establish cooperation with another Module User who will now perform the activities previously performed by the Module User for whom Extraordinary Administration is introduced, thus preserving all their rights arising from the use of Cloud JABLOTRON. If the affected entity is not interested in cooperation with another Module User, the Provider will notify that entity that after the termination of Extraordinary Administration, there may not be an entity to perform Extraordinary Administration actions with respect to the affected entity, which may imply that the affected entity will not be able to fully use the functionality of Cloud JABLOTRON for the use of the Devices and fully use all its Services. If the affected entity is not willing to accept the solution offered by the Provider, the Provider is entitled to terminate the use of the Service by that entity.
- 5.9. As part of Extraordinary Administration, the Provider is entitled to cancel all Subordinate User Profiles of the Module User Account for which Extraordinary Administration has been introduced..

## **6. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **6.1. Obligation to inform.**

- 6.1.1. The User of the JA PARTNER Module undertakes to inform Users of the MyCOMPANY Module with whom the User cooperates in the use of Cloud JABLOTRON, or is considering such cooperation, that Extraordinary Administration may be introduced under the conditions set out in these Rules and that the person performing Extraordinary Administration may have access to their data contained in their Account. This obligation to inform must be fulfilled in principle before the establishment of cooperation or, where applicable, at the time of the entry into effect of these Rules, but no later than one month after the entry into effect of these Rules.
- 6.1.2. The User of the MyCOMPANY Module undertakes to inform Users with whom the User cooperates in the use of Cloud JABLOTRON, or is considering such cooperation, that Extraordinary Administration may be introduced under the conditions set out in these Rules and that the person performing Extraordinary Administration may have access to their data contained in their Account. This obligation to inform must be fulfilled in principle before the establishment of

cooperation or, where applicable, at the time of the entry into effect of these Rules, but no later than one month after the entry into effect of these Rules.

6.1.3. Module Users who process Personal Data when using Cloud JABLOTRON undertake to inform, in accordance with the Applicable Regulations, the individuals concerned that Extraordinary Administration may be introduced in the course of such processing or, where applicable, that it has been introduced, changed or cancelled, and that the person performing Extraordinary Administration may have access to those individuals' data contained in their Account.

6.2. Exception to confidentiality. The Module User and the Provider agree that no activity under these Rules will constitute a breach of any confidentiality agreement binding on the Parties, i.e., that such activity will be deemed an exception to any such agreement.

## **7. TERMINATION OF EXTRAORDINARY ADMINISTRATION**

7.1. Extraordinary Administration ends with the decision of the Provider that the purpose of Extraordinary Administration according to Art. 2 of these Rules has been fulfilled, or that an obstacle prevents its effective exercise.

7.2. The Provider will notify the Module User, as well as to all entities directly affected by the termination of Extraordinary Administration, of the termination of Extraordinary Administration by email sent to the Module User's contact email address or by other appropriate means.

7.3. The Provider will decide to terminate Extraordinary Administration if:

7.3.1. the Module User for whom Extraordinary Administration has been introduced proves to the Provider that the Module User is capable of properly fulfilling their obligations thereafter; if the Module User proves this ability only partially, the performance of Extraordinary Administration may be temporarily interrupted or its further duration may be limited to only a part of the user tribe or a part of the activities originally performed under it;

7.3.2. the entire relevant user tribe establishes cooperation with another Module User or all individual Users (whether Installation Partners or End Users) establish cooperation with a new Module User so that there is no longer a reason to exercise Extraordinary Administration in relation to them; if only some Installation Partners or End Users establish cooperation, Extraordinary Administration ends only in relation to them, while Extraordinary Administration continues in relation to the rest of the user tribe;

7.3.3. all affected Installation Partner or End User Accounts are cancelled;

7.3.4. all affected Installation Partner or End User Accounts are transferred to a new Module User; or

7.3.5. the entire relevant user tribe is handled by a combination of the above procedures.

## **8. EFFECTIVE PERIOD OF THE RULES AND SUCCESSOR RULES**

8.1. Effect. With the exception of provisions in par. 8.2 and 8.5 of these Rules (the force and effect of which are not limited in time), these Rules are effective for the Effective Period of the Rules.

8.2. If the Successor Rules take effect, the Effective Period of the Rules terminates at the beginning of effect of the Successor Rules.

- 8.3. The Effective Period of Successor Rules becomes the new Effective Period of the Rules upon the end of the Effective Period of the Rules.
- 8.4. If the Provider publishes a notice in the Account stating the date on which the effect of the Rules terminates, the Effective Period of the Rules will terminate on that date. Such notice will be published in the Account at least 2 (two) months before the termination date of the Rules.
- 8.5. Successor Rules.
- 8.5.1. In connection with the fact that the Provider is constantly developing, improving and expanding the functional and user options available through the Account and proceeds to various changes in technologies used for or in the provision of the Services, that at the same time there are continuous changes in the legal regulations applicable to the provision of the Services, or changes in their interpretation, and also considering the fact that new TCU are adopted from time to time due to other circumstances, IT IS NECESSARY FOR THE PROVIDER TO REPLACE THE RULES FROM TIME TO TIME WITH SUCCESSOR RULES.
- 8.5.2. Module Users are notified of any changes to the Rules through Provider's notifications published in the Module User's Account and at the same time through notifications sent to Module Users' Email addresses.
- 8.5.3. CHANGES WILL BE ANNOUNCED IN ADVANCE AND THEY COME INTO EFFECT: (I) USUALLY NO EARLIER THAN TWO (2) MONTHS OF NOTIFICATION UNDER SUBPAR. 8.5.2 OF THE RULES; or, where applicable, (II) IN THE CASE OF CHANGES IN LEGAL REGULATIONS OR CHANGES RELATED TO THE DEVELOPMENT, ENHANCEMENT OR EXPANSION OF FUNCTIONAL OR USER CAPABILITIES OF CLOUD JABLOTRON AND SERVICES, IT MAY OCCUR BEFORE THE CASES REFERRED TO IN (I) OF THIS SUBPARAGRAPH, BUT NOT EARLIER THAN THE DAY FOLLOWING THE PUBLICATION OF THE SUCCESSOR RULES IN THE MODULE USER'S ACCOUNT.
- 8.5.4. IF THE MODULE USER DOES NOT AGREE WITH THE SUCCESSOR RULES, THE USER MUST STOP USING THE MODULE USED BY THEM, REJECT THE CHANGES, AND TERMINATE THE CONTRACTUAL RELATIONSHIP WITH THE PROVIDER FOR THAT REASON, unless otherwise agreed with the Provider in individual cases. The User is to send the notice from the User's Email address to the Provider's email address; the notice period commences upon delivery of the notice of termination and lasts: (i) in the case of changes pursuant to subpar. 8.5.3(i) of these Rules one (1) month but terminates no later than on the day preceding the date of entry into effect of the Successor Rules; and (ii) in the case of changes pursuant to subpar. 8.5.3(ii) of these Rules two (2) months.
- 8.5.5. USE OF THE MODULE IS ONLY POSSIBLE UNDER THE CONDITION OF AGREEMENT TO THE RULES OR ANOTHER AGREEMENT EXPLICITLY REPLACING THE RULES. THEREFORE, WHERE THE MODULE USER USES SERVICES, LOGS INTO THE ACCOUNT OR OTHERWISE USES CLOUD JABLOTRON, IT WILL BE DEEMED THAT THE USER ALSO EXPRESSES, THROUGH THIS FACTUAL ACT, AGREEMENT WITH THE EFFECTIVE RULES AND THE USER'S WILL TO BE BOUND BY THEM.

## **9. FINAL PROVISIONS**

- 9.1. Unless stipulated otherwise herein, rights and obligations of the Module User and the Provider are governed by the TCU then in force and effect and by the Special Terms and Conditions for the Use of the Modules.
- 9.2. Severability. Should any provision herein become invalid or unenforceable or should it be found as such by a competent court or any other authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions herein; in that case, the Module User in such case undertakes to negotiate with the Provider without undue delay, but no later than within five (5) days of the Provider's notice, a new agreement, a valid and enforceable one, the purpose of which will, if possible, correspond to the original provisions or will at least aim to achieve the purpose that is the closest to the original provision.
- 9.3. Governing law, language version. Since the Provider has its registered office in the Czech Republic, where essential technical aspects of Cloud JABLOTRON are also located, these Rules are governed and are to be interpreted in accordance with the laws of the Czech Republic. In the event of a trial with the Provider, the Parties agree on local jurisdiction of the court in the district of which the Provider has its registered office. These Rules are translated into several versions; in the case of any discrepancy between the various language versions, the Czech version prevails.
- 9.4. Failure to exercise a right. Any failure of the Provider to exercise or enforce or not insisting on any of its rights or remedies to protect rights the Provider is entitled to under these Rules or under the Applicable Regulations, the User agrees that such conduct of the Provider will not be considered a waiver of such a right by the Provider.

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