

SPECIAL TERMS AND CONDITIONS FOR THE USE OF THE MyARC MODULE

No. SCU-ARC_20240925

Effective from: 1 October 2024

Issued in connection with Art. 3 of the GENERAL TERMS AND CONDITIONS FOR THE USE OF CLOUD JABLOTRON by the **Cloud JABLOTRON** provider, i.e., company **JABLOTRON CLOUD Services s.r.o.**, reg. No.: 047 86 645, registered office U Přehradý 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.

These Special Terms and Conditions for the Use of the MyARC Module further regulate the rights and obligations of the Parties when using the MyARC Module.

1. DEFINITION OF TERMS

1.1. Capitalized terms and abbreviations referred to in these Terms and Conditions for the Use of the MyARC Module 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 in effect:

“ARC Service”	means the monitoring and alarm receiving centre service that may be provided by the Module User to End Users; It can either be done with the assistance of the Provider under a mutual agreement and utilizing the Cloud, or without the Provider’s assistance, agreement, or the use of the Cloud; In cases where the Module User provides the service with the cooperation of the Provider, it is subject to the SLA Terms and Conditions;
“Effective Period of the SCU”	means the period from the beginning of effect of the SCU set by the Provider until the time stipulated in the Successor SCU or until the beginning of effect of the Successor SCU or until the time specified in a notification pursuant to subpar. 8.2.3, however, not longer than the Effective Period of the TCU;
“End user(s)”	means Users who use none of the Modules; Users who use some of the Modules have the status of End User only when they do not conduct their business;
“Mechanic”	means an employee or other associate of an Installation Partner who is authorized to install and manage Device(s) of a particular End User for the account and responsibility of the Installation Partner;

“ Successor SCU ”	means the terms and conditions for the use of the MyARC Module published on the Website with a subtitle of a more recent date of publication superseding the current SCU in force and effect;
“ SLA Terms and Conditions ”	<p>means an agreement on the level of services provided in connection with the use of the MyARC Module, concluded between the Provider and the Module User who provides the ARC Service with the Provider’s assistance and utilizing the MyARC Module;,, whereby the subject-matter of such agreement is, in particular, the regulation of the level, scope and availability of services provided to the Module User and other rights and obligations of the Parties of a predominantly technical nature, concluded either in the form of</p> <ul style="list-style-type: none"> • <u>Individual SLA Terms and Conditions</u>, which are entered into by the Parties as a written agreement instead of General SLA Terms and Conditions or; • <u>General SLA Terms and Conditions</u>, which regulate the target level of services provided by the Provider to the Important Partner until the Individual SLA Terms and Conditions have been mutually agreed, which are an integral part of these SCU as an annex.
“ Subordinate User Profile ”	means the scope of rights and permissions of a subordinate identity created according to the User’s requirements for their Account and assigned to another User for the purpose of performing their designated activities within the User’s Account;
“ SCU ”	means these Special Terms and Conditions for the Use of the MyARC Module;
“ Module User ”	means a User who is a Partner for the Provider and operates in the field of providing the ARC service and who is entitled, in accordance with these SCU and TCU, to use the MyARC Module and the resulting obligations in the area of Cloud JABLOTRON support; The Module User under these Terms may also be a user of other Modules under special conditions;
“ TCU ”	means the currently effective Terms and Conditions for the Use of Cloud JABLOTRON;

2. SUBJECT-MATTER OF THE SCU

2.1. The subject-matter hereof is regulation of the contractual relationship between the Provider and the Module User with respect to the use of the MyARC Module, stipulation of mutual rights and obligation of the Parties, and stipulation of conditions

under which the Provider will allow (in the absence of Force Majeure) the Module User to use the MyARC Module.

- 2.2. There is no legal entitlement to use the MyARC Module and it is subject to the Provider's sole discretion.
- 2.3. The basic obligation of the Module User in the area of Cloud JABLOTRON support is the proper performance of the following activities towards persons interested in using, using or having used Cloud JABLOTRON:
 - 2.3.1. providing the ARC Service to End Users;
 - 2.3.2. Setting up, editing, or cancelling subordinate user profiles, as well as removing devices from their account for which the ARC service is no longer provided;
 - 2.3.3. support for other Users for whom the Module User performs support functions or provides other assistance on the basis of a special mutual agreement as the proper performance of other obligations to such Users necessary for the provision of services by them to End Users;
- 2.4. If there is any doubt as to the nature of a particular obligation of the Module User arising from these SCU or TCU, it shall be deemed to be among the obligations in the area of Cloud JABLOTRON support.

3. MyARC MODULE

- 3.1. Purpose. The MyARC Module is designed for providers of the ARC Service utilizing Cloud JABLOTRON and with the assistance of the Provider,. It is not intended for those providers of the ARC service who provide it without using the Cloud JABLOTRON (in direct ARC mode).
- 3.2. Module content. The MyARC Module primarily contains functions used for the management of monitored objects and the services available for them, such as object overview, camera management, photo and video verification functions, access management, etc. The individual functions provided within the MyARC Module may change over time as Cloud JABLOTRON evolves.
- 3.3. The MyARC Module is available exclusively through a web browser.
- 3.4. The function of Subordinate User Profiles.
 - 3.6.1. A Module User is entitled, at their discretion, to set up a Subordinate User Profile for their Account for another User;
 - 3.4.2.. The User learns about the creation of a Subordinate User Profile for the Module User's account on the basis of an e-mail message created in the process of creating a Subordinate User Profile and containing, inter alia, the User's login data; A User with a Subordinate User Profile may use the MyARC Module only upon agreeing to the TCU, these TCU, and the General SLA Conditions.
 - 3.4.3.. The scope of rights and permissions associated with the Subordinate User Profile is determined by the Module User;
 - 3.4.4. WARNING: an inappropriate scope of rights and permissions associated with a Subordinate User Profile may, in its broadest form, allow the person to whom such a profile has been created to obtain even more rights than the Module User themselves;
 - 3.4.5. Activities performed within a Subordinate User Profile are logged;
 - 3.4.6. The Module User is entitled to cancel the Subordinate User Profile at any time;

- 3.4.7. Personal Data may be processed in the performance of the User's activities under the Subordinate User Profile. In this context, the Module User is obliged to comply with all obligations arising from the Applicable Regulations.;
- 3.4.8. A Subordinate User Profile with the same content can be created for multiple Users at the same time and there is no limit to the number of Subordinate User Profiles that can be created by one Module User;
- 3.4.9. The variants of set-up of the scope of rights and permissions associated with a Subordinate User Profile result from the technical capabilities of Cloud JABLOTRON, which are determined by the Provider, who may change them from time to time at its discretion after informing the affected Module Users.
- 3.4.10. The MyARC Module is provided for use "as-is", i.e., without any guarantees and warranties regarding its functioning on the part of the Provider with exceptions resulting from the SLA Terms and Conditions.
- 3.5. Prices and payment terms. The MyARC Module is provided free of charge.
- 3.6. SLA Terms and Conditions for the ARC service.
- 3.6.1. Individual SLA Terms and Conditions. In the event that the Module User provides the ARC service to End Users with the assistance of the Provider, the Parties have entered into or shall enter into, in addition to the contractual relationship governed by these SCU, a written agreement whereby they shall negotiate Individual SLA Terms and Conditions governing the exact target level of services to be provided by the Provider to the Module User in connection with the use of the MyARC Module.
- 3.6.2. General SLA Terms and Conditions. Until the Individual SLA Terms and Conditions are negotiated by the Parties, as well as in the event that the Parties expressly or tacitly express their will not to negotiate the Individual SLA Terms and Conditions at all, the level of services provided will be governed by the General SLA Terms and Conditions, which are an annex and an integral part of these SCU, with effect from the commencement of the contractual relationship governed by these SCU between the Parties.
- 3.6.3. If the Parties have agreed Individual SLA Terms and Conditions and if at any time thereafter the SLA Terms and Conditions are terminated, the level of service provided will thereafter automatically be governed by the then effective General SLA Terms and Conditions.
- 3.6.4. The General SLA Terms and Conditions may be amended as part of the SCU in the same manner as the adoption of the Successor SCU pursuant to Art. 8 of these SCU.
- 3.7. License. The use of the MyARC Module is fully subject to the license conditions contained in Art. 10 of the TCU, including the gratuitous granting of the license by the Provider.

4. MAKING THE MyARC MODULE AVAILABLE

- 4.1. Making the MyARC Module available. Upon communication of the necessary Information to the Provider, the Provider will provide the User with access to the MyARC Module.. The module is available to the User on the domain communicated by the Provider. If the person interested in using the Module does not have an Account yet, the Provider will create one for them.
- 4.2. Activation of the MyARC Module means the point at which the Module User is enabled to fully use all the functions of the MyARC Module and occurs upon the cumulative fulfilment of the following conditions: (i) the Module User's first login to their Account

after the Module is made available pursuant to paragraph 4.1 of these SCU and (ii) acceptance of these SCU.

4.3. Deactivation of the MyARC Module means revocation of the Module User's access to the MyARC Module by the Provider (i) the termination of the Module User's contractual relationship with the Provider pursuant to these TCU, or (ii) the Module User's contractual relationship with the Provider pursuant to the TCU.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Module User undertakes, in particular:

5.1.1. to comply strictly with the Applicable Regulations when using the Module and ensure that all persons the Module User allows to access the Module User's Account comply with the same obligation;

5.1.2. to refrain from any unauthorized interference with the functionality of the Module;

5.1.3. not to use the Module in violation of the legitimate interests or legitimate expectations of End Users and Installation Partners or in breach of any agreements with them;

5.1.4. to fulfil their obligations from acts towards End Users, the Provider and Related Parties duly and in time; in the event of breach of this obligation, the Provider will acquire the right referred to in Art. 9 of the TCU – Termination of access;

5.1.5. to act in such a way as not to endanger the safety of Data and not to interfere with the JABLOTRON Cloud in a way that may jeopardize its functionality

5.1.6. to back up Data related to their use of the Module on an ongoing basis, especially those whose loss could cause any material or immaterial damage to the Module User, Installation Partners, Mechanics or End Users, such as Data that the Module User has entered or created in the Module or Data made available to the Module User in the Module;

5.1.7. not to terminate their use of Cloud JABLOTRON without first informing the End Users for whom the Module User performs the activities described in par. 2.3 of these SCU sufficiently in advance (i.e., at least three months in advance) of such intention.

5.2. The Provider undertakes, in particular:

5.2.1. to exercise its rights under these SCU so as not to interfere with the Module User's ability to use the MyARC Module except as provided in these SCU, the TCU and the Extraordinary Administration Rules;

5.2.2. to protect to a reasonably expected extent Information received from the Module User and treat it only in a manner and within the limits laid down by these SCU and TCU;

5.2.3. not to disclose the Module User Account, Information or Data contained in the Module User Account to any third party except in the case of Extraordinary Administration and in cases where (i) disclosure is necessary to protect the interests of the Provider or a Related Party, or (ii) disclosure is required by law or Applicable Regulations, or (iii) disclosure is ordered by a public authority, administrative body, court or arbitration tribunal, or (iv) disclosure is in the interest of the Module User, or (v) disclosure is necessary for the proper operation or use of the Module (incl. its update or upgrade), and the person to whom the disclosure is made is bound by a duty of confidentiality;

5.2.4. back up the Data for the period of time for which it allows the Module User to Use the Module.

5.3. User tribe administration.

5.3.1. Access to contact details. The Module User acknowledges that the Provider reserves the right to access the End Users' contact data recorded in Cloud JABLOTRON, in particular for the purposes of sending commercial communications, performing Extraordinary Administration and sending information related to the possible termination of cooperation between the Provider or a Related Party and the Module User.

5.3.2. Extraordinary administration of the user tribe. In order to maintain or ensure the fulfilment of the Module User's obligations in the area of Cloud JABLOTRON support arising from the relevant TCU or these SCU, the Provider has issued the Extraordinary Administration Rules, which are part of these SCU. By entering into a contractual relationship governed by these SCU, the Module User confirms that they have read and understood them and undertakes to comply with them.

6. TERMINATION OF ACCESS

6.1. In the event of a serious breach of these SCU and in the cases specified in Art. 9 of the TCU and par. 6.2 of these SCU, the Provider is entitled to revoke or restrict the Module User's access to the MyARC Module, and, if necessary, to change the settings of his subordinate user profile.

6.2. Furthermore, the Provider may revoke, prevent or restrict Module User's access to the MyARC Module if:

6.2.1. the conditions for the exercise of Extraordinary Administration are met in accordance with the relevant provisions of the Extraordinary Administration Rules;

6.2.2. the Module User will no longer meet the defining characteristics of a "Module User" as defined in par. 1.1 of this SCU; or

6.2.3. it follows from the Applicable Regulations or from a decision of a public authority, administrative body, court or arbitration tribunal.

6.3. The provider revokes the right of access to the MyARC Module also in the event of termination of the contractual relationship between the Parties established by the Data Processing Agreement as well as in case of termination of the contractual relationship with the Module User under the SLA Terms and Conditions.

6.4. The Provider may assert the right to revoke access under this paragraph only after a reasonable time period for rectification has lapsed, except the case referred to in par. 6.3 of these SCU.

6.4.1. The Provider is obliged to inform the Module User about the provision of a deadline for rectification and its length, together with the definition of the defective condition.

6.4.2. If the Provider exercises the right to revoke access under this Article 6., it is also entitled to use the Module User Data in accordance with the provisions of the Extraordinary Administration Rules, including the transfer of such Module User Data to a third party in compliance with the Applicable Regulations.

6.5. Settlement of rights and obligations. In the event of termination of access to the MyARC Module, the mutual rights and obligations of the Parties shall be settled by termination of access due to the gratuitous nature of its use. The User is to claim any claims of

the Module User that the Module User believes have not been properly settled immediately after termination of access with the Provider at support@jablotron.cz.

7. RESPONSIBILITY

7.1. In connection with the use of the MyARC Module, the Module User is entitled to rights against the Provider for defective performance only to the extent resulting from the relevant SLA Terms and Conditions.

Damage caused to the Module User.

7.2. Should the Module User become entitled, in connection with the use of the MyARC Module, to compensation of harm due to the violation of an obligation resulting from these SCU or Applicable Regulations, the Provider will be liable only for harm caused by the Provider, in total not exceeding the amount of direct actual damage suffered by the Module User as an immediate and direct result of a breach of obligation based on fault, however not exceeding CZK 50,000 (fifty thousand Czech crowns) for the entire duration of the contractual relationship regulated by these SCU.

7.2.1. The Provider, with regard to the above-mentioned limitation of harm compensation, will not compensate for especially non-material harm, including in the form of satisfaction, loss of profit and other consequential or indirect damage or harm caused by damage to reputation (goodwill).

7.2.2. The Provider shall not be liable for harm caused by breach of obligation if prevented from fulfilment by an obstacle resulting from an event of Force Majeure, including obstacles arising from their personal circumstances.

7.3. The agreed limitation of compensation for damages will always apply to the greatest extent permitted by the mandatory provisions of the applicable law governing these SCU or to the extent resulting therefrom, and is agreed to be reasonable according to the parties with respect to all circumstances related to the provision and use of the MyARC Module. The Module User is not entitled to claim compensation exceeding the agreed limitation of compensation for harm, with the exception of:

7.3.1. harm to the human natural rights;

7.3.2. harm caused intentionally or through gross negligence;

7.3.3. cases where such right is provided for by a mandatory provision of the applicable law governing these SCU.

Harm caused to a third party.

7.4. Should a third party whose interest was clearly to be served by the performance of an obligation arising from these SCU be entitled to compensation for damages against the Provider, the Module User undertakes, to compensate such a third party for all damages to which the Provider will be liable, or to reimburse the Provider for any funds it has expended against such a third party in the meantime to compensate for damages.

7.5. Should a third person become entitled, in connection with the User's use of the MyARC contrary to the Applicable Regulations, to compensation for damage by the Provider, then:

7.5.1. by entering into a contractual relationship governed by these SCU, the Module User assumes the obligation to compensate for the damage caused to such third party and undertakes to indemnify such third party; or

7.5.2. if the Provider has already compensated the third party, the Module User undertakes to reimburse the Provider for all means it has incurred in the meantime to compensate such third party, including related costs,

within three (3) days from the date of receipt of the Provider's notification of the occurrence of this obligation, in particular to the Module User's e-mail address; in the event of the Module User's delay in payment, the Provider and the Module User agree on contractual interest on late payment in the amount of five tenths (0.5) % of the amount due per day.

Liability of the Module User

7.6. The Module User is fully liable for the use of the MyARC Module. The Partner is liable for a defective manner of use of MyARC to the Provider and to any third parties that could possibly be the injured parties (mainly to End Users and Installation Partners), and to public authorities or administrative authorities.

7.7. The Module User acknowledges and agrees that the Module User will be solely responsible for all Data accessed through the use of the MyARC Module or arising from the use of the MyARC Module. However, this does not preclude the application of the provisions of the Extraordinary Administration Rules.

7.8. The Module User is the Controller of the personal data of End Users and Installation Partners processed in the MyARC Module and as such is responsible for processing the personal data in accordance with the Applicable Regulations.

8. EFFECTIVE PERIOD OF THE SCU AND SUCCESSOR SCU

8.1. Force and effect. With the exception of provisions in par. 8.2 and 8.3 of these SCU (the force and effect of which are not limited in time), these SCU are effective for the Effective Period of the SCU.

8.2. Prolongation.

8.2.1. If Successor SCU are posted to the Account during the Effective Period of the SCU, then the Effective Period of the SCU will end upon the commencement of effect of the Successor SCU, unless the Successor SCU state otherwise.

8.2.2. The Effective Period of the Successor SCU becomes the Effective Period of the SCU upon the end of the Effective Period of the SCU.

8.2.3. The Provider may post a notice in the Account at any time during the SCU Effective Period stating the date on which the SCU ends.

8.3. Successor SCU. If the Module User does not agree with the Successor SCU, the Module User is obliged to stop using the MyARC Module and to terminate the contractual relationship with the Provider established by these SCU without undue delay after becoming aware of the Successor SCU, but no later than within one (1) month from the beginning of their effectiveness, in accordance with par. 15.3 of the TCU. Where the Module User wishes to hand in its notice with a notice period, the Module User is obliged to specify unambiguously the duration of the notice period in their notice of termination, and the duration of the notice period must not exceed two (2) months counted from the first day of the calendar month following the month in which the notice is delivered to the Provider; otherwise, notices are governed by Art. 9153 of the SCU.

8.4. The Parties agree that after termination of the Effective Period of these SCU, the MyARC Module may only be used under conditions stipulated in the Successor SCU with the most recent publication date. WHERE THE MODULE USER LOGS IN TO

THEIR ACCOUNT AFTER THE EFFECTIVE PERIOD OF THE SCU, IT WILL BE DEEMED THAT THE MODULE USER ALSO EXPRESSED, WITH THIS REAL ACT, AGREEMENT WITH SUCCESSOR SCU WITH THE MOST RECENT PUBLICATION DATE AND THEIR WILL TO BE BOUND BY THEM.

9. TERM OF THE CONTRACTUAL RELATIONSHIP

- 9.1. The contractual relationship governed by these SCU is established upon the activation of the MyARC Module.
- 9.2. The contractual relationship provided for by these SCU terminates no later than with the expiry of the Effective Period of the TCU.
- 9.3. Before the expiry of the Effective Period of the SCU, the Module User is entitled to terminate the contractual relationship established by these SCU at any time without cause and without a notice period, by sending a notice of termination from their Email address to the Provider's email address. The Provider is obliged to confirm, without delay, to the Module User the delivery of the termination notice by sending a notification to the User's Email address.
- 9.4. Before the expiry of the Effective Period of the SCU, the Provider is entitled to terminate the contractual relationship established by these TCU at any time without cause and without a notice period, by sending a notice of termination to the Module User's Email address. The Module User is obliged to confirm, without delay, to the Provider the delivery of the termination notice by sending a notification to the Provider's email address from which the User received the Provider's notice of termination.
- 9.5. The contractual relationship terminates with the effect of the termination notice of any Party, which occurs at the moment of delivery of the termination notice to the other Party.
- 9.6. If the contractual relationship between the Parties governed by the TCU is terminated, or if access to the MyARC Module or Cloud JABLOTRON is revoked for any of the reasons set forth in Art. 6 of these SCU or Art. 9 of the TCU (Termination of Access), the contractual relationship between the Parties established by these SCU will terminate at the same time.

10. FINAL PROVISIONS

- 10.1. Unless stipulated otherwise herein, rights and obligations of the Module User and the Provider are governed by the TCU then in force and effect.
- 10.2. In the event of a conflict between these SCU and the TCU, these SCU take precedence over the TCU.
- 10.3. Severability. Should any provision hereof 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 in these SCU; however, 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.
- 10.4. Language version. These SCU are translated into several languages; in the case of any discrepancy between the various language versions, the Czech version prevails.

- 10.5. Governing law, jurisdiction. Since the Provider has its registered office in the Czech Republic, where essential technical aspects of Cloud JABLOTRON are also located, these SCU 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.
- 10.6. 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 SCU 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.
- 10.7. Annex. An integral part of these SCU is their annex – the General SLA Terms and Conditions.

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