

STANDARD TERMS AND CONDITIONS

prepared by X-Sight s.r.o.

organized under the laws of the Czech Republic

ID No. 06942211

VAT No. CZ 06942211

with its registered office at Staňkova 557/18a, 602 00 Brno

("X-Sight")

I. SCOPE AND SUBJECT-MATTER

These Standard Terms and Conditions govern the purchase of products and provision of software and services of X-Sight as set out in the order placed by the customer and confirmed by X-Sight.

The customer will ensure that the terms of its order and the applicable specifications are complete and correct.

X-Sight hereby agrees to supply and sell the products and provide the software or services to the customer on the basis of the customer's individual order and the customer agrees to pay X-Sight the price agreed in the confirmed order for the products, software or services so supplied.

II. DEFINITIONS

In these Terms and Conditions, the following expressions will have the meaning ascribed to them below:

- a. "**contract**" means the contract between X-Sight and the customer, with the rights and obligations set out in these Standard Terms and Conditions and in the confirmed order accepted by X-Sight.
- b. "**confidential information**" means (i) information, technical data or know-how in any form, including, but not limited to, documented information, machine-readable or translated information, information contained in physical components, integrated circuit topographies and graphics that is clearly marked as confidential, proprietary or a trade secret; (ii) business-related information, including, but not limited to, pricing, manufacturing or marketing information; (iii) the terms and conditions of a proposed or actual contract between the parties or their affiliates; (iv) the business policies or practices of both parties; and (v) information of other entities marked as confidential, proprietary or trade secrets that a party receives while under an obligation of confidentiality.
- c. "**customer**" means a legal entity or individual interested in purchasing products or receiving services or software from X-Sight.

A distinction is made between a customer who is a consumer (hereinafter also referred to as "customer – consumer"), i.e. an individual who is not concluding and performing a contract in the course of trade or other business activity, and a customer who is not a consumer, i.e. a person who buys goods for the purpose of conducting business. The customer will indicate in the order whether he is a consumer or a business.
- d. "**IP (intellectual property rights)**" mean X-Sight's rights in the products, their designs, technical information, technology, software and other proprietary materials, including modifications and enhancements thereto, created or developed by X-Sight and provided in connection with the products, services or software prior to entering into and also under a contract with the customer.
- e. "**offer**" has the meaning set out below in these Standard Terms and Conditions.
- f. "**order**" has the meaning set out below in these Standard Terms and Conditions.
- g. "**parties**" mean collectively X-Sight and the customer as parties to the contract.
- h. "**products**" mean X-Sight's own products developed as a result of X-Sight's own activities in the form of a final product, with all applicable certifications and documentation, or in the form of a prototype.
- i. "**prototype**" is an unfinished product that will have the functionality specified in the order, being (i) an incomplete semi-finished product; (ii) a complete product prototype that is not mass produced; (iii) a customized product for a specific purpose; or (iv) software in prototype form.
- j. "**services**" mean services provided by X-Sight that are described in one or more orders or statement of work for the customer, such as support and maintenance or professional services and other services agreed to in the order or statement of work. In providing the services required under the order, X-Sight will act as an independent contractor and not as an employee or agent of the customer.
- k. "**software**" means software, library, utility, tool or other computer or program code that is provided to the customer in object (binary) or source code form, and related documents, and/or the use of which is made available to the customer by virtue of a hardware or software key. Software includes product firmware, software installed locally on the customer's systems and/or software that the customer accesses via the Internet or other remote access means (e.g., websites, portals, software as a service "SaaS" and "cloud" solutions). The software will be licensed in accordance with X-Sight's License Terms (the "**License Terms**").



III. OFFER, ORDER, ENTRY INTO CONTRACT

OFFER. X-Sight will prepare a product, software or services offer in response to customer's expressed interest. Such offer will include, at a minimum, the following information: (i) X-Sight's and the customer's designation; (ii) the order number; (iii) the specification, quantity and range of products, software or services; (iv) delivery instructions and delivery date; and (v) validity period of the offer; (vi) information that these Standard Terms and Conditions will apply (collectively, the "**Basic Offer Terms**"). The offer will be in writing and will be sent to the customer by regular mail or email. X-Sight may, at its absolute discretion, amend the offer so submitted, provided that in such a case the offer may still be accepted via the customer's order unless X-Sight earlier cancels it or the offer submitted expires.

A price list of products, software or services submitted to the customer by X-Sight will be valid while stocks last or until X-Sight can no longer make the corresponding deliveries. X-Sight will be entitled to issue a new price list at any time, which will be effective towards the customer on the expiry of 3 months from the date of delivery to the customer.

ORDER. Based on X-Sight's quotation, the customer may place an order for X-Sight's products, software or services. The order must be placed within the time limit specified in the offer as the validity period. Such order must contain at least the following information: (i) the customer's designation; (ii) the number and date of the related offer, or a reference to a price list; (iii) the specifications, quantity and range of products, software or services under the related offer; (iv) delivery instructions and required delivery date; (v) any other relevant requirements (collectively, the "**Basic Order Terms**"). The order will be in writing and will be sent to X-Sight by ordinary mail or email. By sending an order, the customer confirms that he has read these Standard Terms and Conditions and expressly agrees to the rights and obligations set out in these Standard Terms and Conditions. The customer may cancel the order without giving any reason until X-Sight has accepted it.

ACCEPTANCE. An order placed will not become valid and binding until X-Sight expressly accepts it in writing by ordinary mail or e-mail. The order must be received within 30 days, otherwise it is deemed to have been rejected. X-Sight will have the exclusive right to refuse the customer's order for any reason whatsoever. The contract between X-Sight and the customer is concluded with the rights and obligations set out in these Standard Terms and Conditions and in the confirmed order accepted by X-Sight.

The parties may agree that X-Sight will provide certain services related to the products and software, including but not limited to installation, maintenance and support.

X-Sight reserves the right to cancel or indefinitely postpone an order received by way of notice of non-performance and to refuse further orders if: (i) the customer fails to perform his obligations under these Standard Terms and Conditions; (ii) the customer ceases to conduct business or is bankrupt, insolvent, under

receivership or a party to similar proceedings which are not terminated within 30 days or assigns his assets for the benefit of creditors, or (iii) the customer fails to secure financing from third parties in connection with the purchase of the products in a timely manner and on terms satisfactory to X-Sight; or (iv) the offer is inconsistent with the actual technical or legal situation of the customer and/or the third party who is to use the product, software or services.

IV. ORDER PLACED ON WEBSITE

A customer who places an order through the X-Sight website may submit the order in the following ways: (i) through the customer account if he has previously registered on the online store; (ii) by filling in the order form without registration. The customer agrees to the use of remote means of communication for the conclusion of the contract. The costs incurred in the use of remote means of communication in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls) will be borne by the customer. These are standard costs as per the customer's tariff.

To order products, software or services, the customer "adds" the selected item to the electronic shopping cart. The order form contains, without limitation, information about the product, software or service ordered, the total price, including all taxes, fees and other similar charges, the method of payment, information about the desired method of delivery of the ordered product and information about shipping costs.

Before the order is placed, the customer is allowed to check and change the information entered in the order. The customer submits the order by clicking the "Submit Order (order with obligation to pay)" button. The information provided in the order is deemed correct by X-Sight. The validity of the order is subject to the completion of all mandatory data in the order form and the customer's acknowledgement that he has read these Standard Terms and Conditions.

Immediately upon receipt of the order, X-Sight will send the customer a confirmation of order to the email address provided by the customer in the order. These Standard Terms and Conditions will be included in the confirmation email.

The contract is concluded by X-Sight's order confirmation sent to the customer's email address. X-Sight will send a draft amended order to the customer's email address if any of the requirements stated in the order cannot be fulfilled by X-Sight. The draft amended order will be deemed to be a new draft contract which will be concluded in such a case by the customer's acknowledgement of acceptance of the draft amended order to the X-Sight email address from which the draft amended order was received within the specified time limit, otherwise within 3 days of receipt.

X-Sight will not be obliged to supply any product, software or service to the customer in the event that there is an apparent technical error on the part of X-Sight in the pricing of products, software or services in the online store or during the ordering process, even if the customer



has received an automatic confirmation of the order in accordance with these Standard Terms and Conditions. X-Sight will inform the customer of the error without undue delay and send the customer an amended quotation to his email address. The amended quotation will be deemed to be a new draft contract which will be concluded in such a case by acknowledgement of acceptance by the customer to X-Sight's email address.

V. PRICE, TERMS OF PAYMENT AND TAXES

The products, services or software will be sold for a price set in the confirmed order applicable as of the date of X-Sight's confirmation or for such other price as X-Sight may agree in writing. The price of the software may also be stated on X-Sight's website in accordance with the License Terms before the customer downloads the software.

Except as otherwise specified by X-Sight in writing, the maturity period is 30 days from the date of X-Sight's invoice. The customer will pay in the currency specified in the confirmed order or invoice. X-Sight will be entitled to set off payments against previous outstanding balances on the customer's account. Products, software or services purchased or licensed in accordance with X-Sight's License Terms (the "License Terms") are subject to all pricing and other terms and conditions as set forth in the applicable License Terms.

X-Sight may require, at any time prior to shipment of products or services and/or activation of services, a downpayment, sufficient collateral (including but not limited to a confirmed irrevocable letter of credit acceptable to X-Sight), or a guarantee of immediate payment if so agreed in the confirmed order.

The prices quoted for X-Sight's products, services and software are exclusive of applicable taxes, including, but not limited to, value added tax, export or import charges, freight and insurance charges, customs duties and customs fees or similar charges payable by the customer. Except where the customer authorizes X-Sight to pay directly or submits to X-Sight an exemption certificate in effect in the jurisdiction where the products will be delivered, the customer will pay X-Sight all taxes and fees that X-Sight is required to collect or pay upon the sale or delivery of the product, services or software.

X-Sight reserves the right to charge interest on all late payments by the customer under these Standard Terms and Conditions at the rate of 0.05 % per day from the due date of the relevant outstanding amount until full payment.

The customer will be liable for all costs incurred by X-Sight due to customer's change or cancelling of an order and for all costs arisen from collecting overdue amounts (including attorney's fees paid).

VI. DELIVERY

Delivery terms are set out in writing in the accepted order. X-Sight will use commercially reasonable efforts to meet the delivery dates requested by the customer. X-

Sight will not be in default if the customer is in default of its obligations under these Standard Terms and Conditions or if X-Sight's delay in performance is excused for any other reason. Delayed delivery will not entitle the customer to cancel an order.

Except as otherwise specified in a confirmed order, all products are delivered to the customer in accordance with **EXW Incoterms® 2020**. Ownership and risk of loss or damage to the products passes to the customer in accordance with the selected Incoterms.

X-Sight has the right to make partial deliveries. Software and written deliverables of services provided may be delivered electronically at X-Sight's option. Ownership of the software and service deliverables in intangible form will remain with X-Sight and the customer will only acquire a license under the License Terms.

The products will be packed in accordance with the instructions set out in the confirmed order and, in absence of such instructions, in accordance with good commercial practice in a manner sufficient to ensure that the products are delivered undamaged. X-Sight will not be liable for any spillage, leakage or other environmental incident (including removal costs) relating to products shipped under a confirmed order. The confirmed order number must appear on all correspondence, all shipping labels and all shipping documents, including all packing slips, bills of lading and air waybills.

The customer must comply with all import, export and re-export control laws and regulations. The customer will procure required approvals and permits for the import, export and re-export of the products, services and software supplied and will maintain documentation evidencing compliance with such laws and regulations. Such documentation will be provided to X-Sight without undue delay upon request. X-Sight will not be liable to the customer for failure to deliver products, services or software due to measures taken by governmental authorities that affect X-Sight's ability to perform, including: (1) the failure to grant or revoke an export or re-export permit; (2) such later interpretation of applicable import, transfer or export laws and regulations after the date of the order or commitment that has a material adverse effect on X-Sight's performance; or (3) delays caused by the customer's failure to comply with applicable import, export, transfer or re-export laws and regulations.

VII. ACCEPTANCE AND INSPECTION

Upon delivery, the customer will inspect the products within a reasonable time limit not exceeding seven (7) calendar days after delivery. The products will be deemed accepted unless X-Sight receives written notice of rejection within the relevant time limit describing the reason. Products may be rejected by the customer solely due to defects. X-Sight may, at its option, repair, replace, or give the customer credit for rejected products. X-Sight will bear shipping costs not exceeding the standard charges for ground transportation to its designated facility for the return of properly rejected products. After the initial delivery of the products to the customer, the party initiating the shipment will bear the risk of loss or



damage to the products being shipped. If X-Sight reasonably determines that rejection of the products was unfounded, the customer will be liable for all expenses caused thereby.

VIII. TRANSFER OF OWNERSHIP

Notwithstanding delivery and passing of risk and notwithstanding the provisions of these Standard Terms and Conditions, the customer will not acquire ownership of the products until he has paid the full price of the products.

The customer agrees to keep and properly preserve and protect the products (notwithstanding the fact that the products have been serviced or required servicing based on agreement of the parties) as X-Sight's custodian until ownership of the products passes to the customer.

Should the customer sell or use the products in the ordinary course of his business prior to the transfer of ownership, or should the product be destroyed due to an insurance event, the relevant proceeds will be kept segregated by the customer from any other funds or property of the customer or third parties.

Upon processing or modification by the customer of the products before transfer of ownership, X-Sight will become the owner of the products so processed or modified. The same will apply where X-Sight's products are fully processed and mixed with other goods.

X-Sight will be immediately notified if third parties take steps to secure the products or otherwise dispose of the products before ownership passes to the customer in order to enable X-Sight to request release of the products. The customer will be liable for any damage caused by late notification.

IX. DEFECTS

If a product is defective for a reason attributable to X-Sight and X-Sight is notified thereof by the customer, X-Sight will, at its option, **replace or repair the defective product or grant the customer credit**. When repairing or replacing products, X-Sight will use new or reconditioned parts or products. X-Sight will remedy the defects within 60 days of receipt of notice, but not sooner than 30 days after delivery of a defective product. Where it is determined by X-Sight that the above options for correcting defects are commercially impracticable, the purchase price paid for the product (excluding any installation and related service costs) will be refunded to the customer once X-Sight receives the defective product from the customer.

The customer is obliged to claim obvious defects without undue delay, no later than 3 working days after receiving the product or software. Hidden defects that already existed at the time of receipt but became apparent later may be claimed by the customer within 6 months of receipt of the product or software.

X-Sight reserves the right to decline a warranty claim where the date of purchase of product or software cannot be proven, if the warranty claim is made after expiry of the time limit for notifying defects. X-Sight will review the customer's warranty claim and advise the customer of the conclusions

and the cost of repair of a product not covered by warranty. At this stage, the customer must order a repair of the product and its transport back to the customer, or authorize shipment of the product "as is" back at the customer's expense.

Where a prototype is delivered, the customer acknowledges that it is an unfinished product, which is assumed to be defective. Such defects can only be remedied based on a specific order placed with X-Sight, but in no event will the customer be entitled to exercise rights arising from a warranty claim made in respect of a prototype.

CONSUMER. Customers – consumers may require repair of a defective item. Hidden defects must be claimed within 24 months of receipt of the product or software. The product or software is deemed to be defective upon receipt if the defect becomes apparent within one year of receipt, except where this is precluded by the nature of the product or software.

At his option, a customer – consumer may demand the delivery of a new product free from any defects or request repair, unless the chosen method of remedy is impossible or disproportionately expensive compared to other available methods. X-Sight may refuse to remedy a defect if it is impossible or unreasonably costly to do so, including without limitation in view of the significance of the defect and the value the product would have had without the defect. The customer – consumer may demand a reasonable discount or withdraw from the contract if (i) X-Sight has refused to remedy the defect or has failed to make remedy in accordance with Sections 2170(1) and (2) of the Civil Code, (ii) the defect occurs repeatedly, (iii) the defect is a material breach of contract, or (iv) it is evident from X-Sight's statements or the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience for the customer – consumer. The customer – consumer cannot withdraw from the contract if the defect is insignificant.

X-Sight is obliged to issue to the customer – consumer without undue delay after the customer – consumer has made a warranty claim a written confirmation of the date of the warranty claim, the content of the warranty claim, what method of resolution is required by the customer – consumer and contact details of the customer – consumer for notification that the warranty claim has been closed.

The warranty claim must be settled, defect removed and the customer – consumer informed within 30 days of the date of the warranty claim, except where a longer time limit is agreed upon by the parties. In the event of failure by the customer – consumer to cooperate, X-Sight's time limits for making a decision on and settling the warranty claim set by law and these Standard Terms and Conditions will not run for the period of customer – consumer's delay in submitting the materials necessary for assessment of the claim.

The warranty claim is considered closed when X-Sight informs the customer – consumer about settlement by phone, SMS or e-mail. X-Sight is obliged to issue the customer – consumer with a confirmation of the date and manner of the settlement, including confirmation of the repair and its duration, or a written justification for declining the warranty claim.



If the warranty claim is accepted, the customer – consumer is entitled to reimbursement of the costs associated with the claim (e.g. postage, shipping costs) in the amount necessary. Only costs that are reasonable in relation to the nature of the goods (e.g. postage costs, not taxi service costs) may be reimbursed. Reimbursement of costs must be requested without undue delay, but no later than 1 month after the claim has been settled. If the warranty claim is declined, the costs of the claim (e.g. postage, shipping costs) are borne by the customer – consumer.

X. TERMINATION OF CONTRACT

X-Sight or the customer may terminate the contract and any unfulfilled orders by withdrawing from the contract if any of the following events occur: (1) the other party materially breaches this contract and fails to make good the breach within thirty (30) calendar days of receipt of written notice describing the grounds of the material breach; (ii) the other party fails to make a payment when due that is contractually required to be made and fails to make good the breach within three (7) calendar days of receipt of written notice of non-payment; or (iii) the other party files a petition or commences proceedings relating to its bankruptcy or suspension of its business, or such petition or proceedings are filed or commenced against that part under any state, federal or other applicable legislation on bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings.

Termination is without prejudice to any claims, demands or causes of action that have accrued to one party against the other party prior to termination. The right to terminate the contract provided for in this Article are without prejudice to any other remedies to which either party may be entitled under the contract or law.

CONSUMER. The customer – consumer has the right to withdraw from a purchase contract for convenience and without giving a reason within 14 days from the date of delivery of the product or software, unless a statutory exception applies for cases where the contract cannot be withdrawn from.

The customer – consumer who has withdrawn from the contract is obliged to return the goods within 14 days of withdrawal from the contract. For a full refund, the goods must be sent back in an intact, undamaged, complete condition (including accessories and all documents, if applicable). The goods must be unused and in the condition in which they were purchased and must be in their original packaging. X-Sight may claim damages from the customer – consumer for goods returned incomplete, damaged or visibly worn.

If the customer – consumer withdraws from the contract, X-Sight will refund all monies received from the customer, including shipping costs, without delay (within 14 days at the latest) from the date on which the customer was informed of withdrawal. Refund will be made using the same payment method as used by the customer – consumer for the initial transaction. X-Sight is not obliged to make a refund before the customer – consumer has handed over the goods to X-Sight or proved he has dispatched the goods. Before refund, X-Sight will check the condition of the returned goods.

If the customer – consumer has not chosen the cheapest shipping method, only the costs of the cheapest available shipping method will be refunded.

XI. LIMITATION OF LIABILITY

All liability of X-Sight for all claims arising out of or relating to the contract with the customer will be limited to the amount actually paid by the customer to X-Sight thereunder. Furthermore, neither X-Sight nor its suppliers will be liable for any incidental or consequential damage, punitive damages or other damages, lost profits, lost revenue, loss of data, loss of use of products, software or related equipment, cost of insurance coverage, downtime and usage time, or breach of express or implied warranties or conditions, breach of contract, negligence or strict liability relating to the products or software.

X-Sight makes no implied warranty of satisfactory quality or fitness for a particular purpose with respect to products, services or software. X-Sight and the customer agree that these limitations of liability represent an agreed allocation of risk that constitutes, in part, consideration for X-Sight's sale of products to the customer, and that these limitations will apply notwithstanding any failure of the primary purpose of any limited remedy. Certain jurisdictions will not allow the exclusion or limitation of incidental, consequential or other damage or limitations on the duration of an implied warranty; therefore, the foregoing limitations or exclusions may not apply to the customer at all or only in part.

If the contract concerns the supply of a prototype, the customer acknowledges that it must be properly tested prior to deployment. X-Sight therefore excludes any liability for any loss incurred by the customer in connection with the use of the prototype, i.e. it will not be liable to the customer for any damage whatsoever, including loss of profit, loss of sales or business, loss of data or business interruption. Where such agreed limitation is not permitted by law, the liability of the parties will be limited to the maximum extent permitted by law. The limitation will not apply if the damage was caused intentionally or through gross negligence.

XII. INTELLECTUAL PROPERTY

X-Sight will be the exclusive owner of all IP and will have all rights, title and interest in and to all IP except as otherwise agreed in writing by the parties in a given case. Except for licenses expressly granted by X-Sight for a particular case, X-Sight will not grant the customer under the contract any implied or express license to any of its IP, including the right to use or exercise X-Sight's intellectual property rights, except for the right to use X-Sight's products and services to the extent permitted by law. Except as otherwise provided in a confirmed order, all intellectual property developed, created or made by X-Sight in connection with the provision of products and/or services under the contract will remain the exclusive property of X-Sight and the customer will have no shared development or other intellectual property rights unless otherwise agreed by the parties in a given case.

The customer will take reasonable precautions to prevent unauthorized access to and use of the software and documentation by third parties. To the extent permitted by applicable law, the customer may not and will not



permit any third party to copy, decompile, disassemble, or otherwise reverse engineer or attempt to perform any of the foregoing. The customer will not remove, obscure or alter any patent, copyright or trademark notice of X-Sight that is placed, embedded or displayed on the products or software or their packaging and related materials, and will prevent any third party from doing so. X-Sight reserves all rights in the products and software not expressly granted to the customer in accordance with these Standard Terms and Conditions.

X-Sight may, at its sole discretion, sell products under its own brand names. If any such a sale is made, the customer concerned will not: (i) advertise, promote, distribute, sell or offer the products in a manner that disparages, misdescribes or damages the X-Sight brand; (ii) advertise, promote, distribute, sell, or offer the products as his own products under his own brand name; and (iii) use unlawful, fraudulent, undesirable, or unfair advertising, marketing, or sales practices in the distribution or sale of X-Sight products, including predatory or loss-making pricing, fraudulent offering of low prices of goods that are not actually available (“bait and switch”), or negative sales practices.

OEM. For OEM contracts, (this will be expressly agreed in the contract), the customer is entitled to incorporate the X-Sight products into its own products or to sell the products under its own branding. X-Sight hereby consents to the distribution of products and software designated as OEM separately or incorporated into the customer’s product or multiple products (“OEM products”) to end customers or distributors under the customer’s own brand without territorial limitation. The customer is not entitled to transfer to third parties the OEM right, i.e. the right to incorporate and/or offer under its own brand the X-Sight products or software. X-Sight hereby grants to the customer the right to grant to end customers a sublicense to the products and software, which consists of the right to use the OEM products for its own use and for a purpose consistent with the contract. The customer may grant such sublicenses or disclose the keys necessary to use the products and software to end customers as necessary for the use of the OEM product. The customer is authorized to grant one sublicense per license obtained. Unless otherwise specified, license fees and other related fees are already included in the price of the products and software. Except for the license rights set forth in this paragraph, the customer has no rights in the technology of the products and software and agrees not to reverse engineer the technology of the products and software and not to decompile or otherwise attempt to derive the technology of the product or software. The customer has no right to modify or otherwise tamper with the software. Except as otherwise agreed in writing between the parties, the customer will not copy the software in any way, even for personal use. All intellectual property rights in the software and copies thereof are reserved to X-Sight. X-Sight grants the customer a non-transferable right (i) to modify and create derivative works from those portions of X-Sight’s documentation that are not marked “X-Sight Confidential” and are marked as applicable for such purpose and (ii) to reproduce and distribute such documentation and any derivative works solely in

connection with the distribution of OEM products. The customer will not be entitled to claim any of X-Sight’s intellectual property rights in the products and software, including, without limitation, the customer’s right to X-Sight’s patents, trademarks, trade names, inventions, copyrights, know-how and trade secrets relating to the design, manufacture, operation or servicing of the products or software. The customer will be entitled to use the intellectual property rights granted under the contract solely for the purposes set forth therein. Upon termination of the contract, this authorization will expire unless the parties agree otherwise.

XIII. TRADEMARKS

The customer will not use X-Sight’s trademarks and will not alter or remove such trademarks, inscriptions or other identifying marks, designations or notices without X-Sight’s prior written consent. Any consent or permission granted for the purposes of the contract must be in the form of an amendment to the contract and any rights granted in connection with the use of the trademarks will expire upon termination of the contract. The customer grants X-Sight the right to place on its website and in marketing materials the customer’s designation and/or references and links to the customer’s website, except where excluded by the parties in the contract.

XIV. CONFIDENTIAL INFORMATION

The parties will maintain the confidentiality of all confidential information received from the other party for a period of ten (10) years from the expiration, termination or discharge of the contract, whichever is later. Each party will remain the owner of its confidential information, including all rights to patents, copyrights, trademarks and trade secrets. Neither party nor its customers, employees or agents are hereby expressly or impliedly granted any right or authority with respect to the other party’s confidential information, patents, patent applications or other proprietary rights, notwithstanding the expiration of the confidentiality obligations set forth in this Article. X-Sight agrees to use customer’s confidential information solely to provide products, services or software to the customer. The customer agrees not to use or disclose X-Sight’s confidential information for any purpose. Notwithstanding the foregoing, the recipient will not be obligated to protect information: (a) that is in public domain at the time of disclosure or that becomes public knowledge through no fault of the recipient; (b) that is known to the recipient at the time of disclosure and not as a result of any wrongful act by the recipient; (c) received by the recipient from a third party without being subject to restrictions similar to those set forth in this Article; or (d) developed independently by the recipient. Neither X-Sight nor the customer will disclose the terms of the contract in any advertising, marketing or promotional materials without the prior written consent of the other party. The customer will not disclose or publicly discuss the products or the subject matter of the contract or cause the products or the subject matter of the contract to be disclosed or publicly discussed by a third party without X-Sight’s prior express written consent.



XV. PRIVACY POLICY

X-Sight's Privacy Policy is available on X-Sight's website and incorporated by reference into these Standard Terms and Conditions.

XVI. ASSIGNMENT

Neither party may assign the contract or its rights or obligations without the prior written consent of the other party. Any assignment, delegation or transfer made in breach of this Article and without the necessary consent will be null and void.

XVII. NOTICES

All notices will be (i) delivered by hand; (ii) sent via an express delivery service; (iii) sent by registered mail, postage prepaid, with proof of delivery; or (iv) by email with a request to confirm delivery. Notices will be deemed effective on the date of delivery or at the time the addressee refuses to accept the notice.

XVIII. WAIVER

If a party fails to enforce a term of the contract or if it is delayed in enforcing it, this will not result in a waiver of that or any other right. To be effective, the waiver must be in writing and signed by the waiving party. Unless otherwise provided, the contract will be binding on the parties and their respective successors in title. Unless the contract expressly provides otherwise, all rights and remedies are cumulative and in the event of a breach by a party of the contract, the other party is entitled to exercise all remedies available at law. Termination of the contract or cancellation of an order will not limit a party from pursuing other available remedies.

XIX. FORCE MAJEURE

For a maximum total period of 30 days, failure or delay in performing any obligation under the contract and these Standard Terms and Conditions will not be considered a breach of contract and will not give rise to a claim for damages if such failure is due to force majeure. The affected party will promptly send notice of the event to the other party giving full details of the event and the specific obligations affected. The party whose performance under the contract is delayed or prevented as a result of the Force Majeure event will immediately make reasonable efforts to mitigate the consequences of the Force Majeure event, cure those consequences as soon as possible and resume performance of the contract as soon as possible after cessation of the Force Majeure event. If the Force Majeure event is proven to continue for more than 30 days, either party will have the right to withdraw from the contract.

XX. CHOICE OF LAW AND DISPUTE RESOLUTION

The contract will be governed by and construed in accordance with the law of the Czech Republic, without regard to conflicts of laws.

All disputes between the parties arising out of or relating to the provisions of the contract will be settled amicably. The parties therefore undertake to start negotiations seeking amicable resolution in the event of a dispute.

When an amicable settlement cannot be reached even after three months have elapsed since the commencement of negotiations, the parties will be entitled to submit the dispute to the Arbitration Court attached to the Commercial Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic for a final decision. All disputes will be finally decided in accordance with the rules of this arbitration court by three arbitrators appointed in accordance with the rules of the arbitration court. The official language will be English.

In the event that a consumer dispute arises between X-Sight and a customer – consumer which cannot be resolved by mutual agreement, the customer – consumer may submit a proposal for out-of-court resolution of such dispute to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Štěpánská 44, 110 00 Prague 1, e-mail: adr@coi.cz, website: www.adr.coi.cz.

XXI. ENTIRE AGREEMENT, CONTROLLING PROVISIONS

These Standard Terms and Conditions and the confirmed order govern the purchase of products and the provision of software and services by X-Sight to the exclusion of all other terms and conditions of the customer and those arising from trade, custom, practice or the course of trade between the parties to date.

The parties expressly agree that no terms and conditions other than these Standard Terms and Conditions may modify or supplement the contract.

XXII. AMENDMENTS

X-Sight may unilaterally change, modify, supplement or otherwise amend these Standard Terms and Conditions upon at least three months' prior written notice to the customer. Any future amendment, modification, addition or other change will apply only to orders received after the effective date of such a change. As used in these Standard Terms and Conditions, the term "contract" includes any such future amendment.

XXIII. COOPERATION

The parties undertake to act in accordance with these Standard Terms and Conditions and to respect each other's rights. The parties undertake to keep each other informed of all facts which are or may be relevant to the proper performance of these Standard Terms and Conditions.

The parties will exercise due care and observe all rights and obligations referred to in these Standard Terms and Conditions to the best of their knowledge in the performance of the subject-matter of these Standard Terms and Conditions.

The parties undertake to respect the legitimate interests of the other party, to act in accordance with, and not contrary to, the purpose of the contract, and to take all legal and other steps and measures that may prove necessary to achieve the purpose of the contract.



XXIV. FINAL PROVISIONS

Each party represents and warrants that: (i) it has procured all approvals, consents and authorizations necessary to enter into the contract and to perform its obligations under the contract; (ii) the person signing the contract on its behalf has the express authority to sign the contract and to bind that party; (iii) the execution, delivery and performance of the contract will not violate any provision of that party's internal policies, Articles of Association, regulations or other governing authority and has been duly authorized on the basis of necessary legal acts of the shareholders and the company; and (iv) the contract constitutes the Party's valid and binding obligation.

To the maximum extent permitted by applicable law, X-Sight may set off any amount owed to the customer against any amount owed to X-Sight by the customer.

During the term of the contract and for a period of one year thereafter, neither party will, directly or indirectly, actively recruit or solicit, directly or indirectly, employees of the other party whose duties are related to the products, services or software ("off-limits employees"). Either party may employ an off-limits employee of the other party who has responded directly to a bona fide recruitment effort, either through an agency or a press advertisement, and not directly or indirectly as a result of a request or solicitation by the other party.

The contract may be executed in one or more counterparts, all of which will be deemed to constitute one and the same document. The parties may sign the contract manually or by electronic signature, including by e-mail.

A provision of the contract will survive the expiration or termination of the contract if the context of the provision indicates that it is intended to survive, including, but not limited to, confidentiality, limitation of liability and indemnification provisions. Any provision that is held unenforceable under applicable law will be severed from the contract and the rest of the provisions will remain in full force. The parties will negotiate in good faith to replace the unenforceable provision with an enforceable provision whose effect most approximates the effect of the provision being replaced.

If any provision of the contract is held to be invalid or unenforceable, this will be without prejudice to the validity or enforceability of the other provisions of the contract as a whole or of the individual remaining provisions, insofar and to the extent that the invalid or unenforceable provision is severable. The parties hereby agree to replace the invalid or unenforceable provision with a new valid and enforceable provision that most closely matches the intent and purpose of the original provision.