Learneron, SE

Terms and Conditions

Effective from: 2021

Contents:

1. INTRODUCTORY PROVISIONS

1.1 These Terms and Conditions stipulate the general rights and conditions of Learneron that apply to the Customer in relation to the Services provided.

2. DEFINITIONS

2.1 The terms used in these Terms and Conditions have their meaning specified in these Terms and Conditions, the Contract or other documents to which these Terms and Conditions expressly refer.

2.2 These Terms and Conditions define the following terms:

a) **Learneron:** Learneron, SE, with its registered office at Záhřebská 170/23, Vinohrady, 120 00 Praha 2, Czech Republic, Business ID No.: 06159010, Tax ID No.: CZ06159010, registered in the Commercial Register at the Municipal Court in Prague, under section H, insert 1964.

b) **Business Day**: any day from Monday to Friday except those days in the Czech Republic when banks are closed due to public holidays.

c) **Business Hours**: a time between 8:00 – 18:00 CET/CEST on a Business Day.

d) **Contract:** any contract for the provision of the Services entered into between Learneron and the Customer (in form of the Written Agreement or otherwise). When the Contract is concluded without a Written Agreement, its content is formed also by an order form or other information agreed by the Contracting Parties in the process of ordering the Services.

e) **Contracting Parties:** Learneron and the Customer together; the term Contracting Party refers to Learneron and the Customer, or any of these two (according to the context of the provision).

f) **Copyright Act:** Act No. 121/2000 Coll., on copyright, rights related to copyright, and the amendments to certain Acts, as amended.

g) **Copyrighted Work:** work in the meaning of Section 2 of the Copyright Act. A computer program is also considered to be Copyrighted Work in the meaning of Section 2 (2) of the Copyright Act.

h) **Customer:** a person, who concludes a Contract with Learneron.

i) **Database:** a set of systematically or methodically organized elements within the meaning of Section 88 of the Copyright Act; a Database also may or may not be a collected work within the meaning of Section 2 (2) of the Copyright Act.

j) **DPR:** Data protection regulations comprising the GDPR and Act No. 110/2019 Coll., on the Processing of Personal Data.

k) **Expert Support:** a specific type of Service, under which Learneron provides the Customer with expert advice or expert support which does not consist of the rectification of Product defects, especially advice on the onboarding process and further use of the Platform and Services. Expert Support may be ordered by an authorized User via the HelpDesk and is calculated at an hourly rate specified in the Contract or the Platform. Learneron does not provide estimates beforehand.

l) **GDPR**: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

m) **HelpDesk:** A contact point to Learneron, where the Customer's authorized Users may order the provision of Expert Support, or through which Technical Support for the Services may be requested, specified in the Contract. The HelpDesk may be accessed on the URL , via email: or by phone (see Article 15).

n) **Invoice:** a tax certificate compliant with the relevant taxing and accounting legislation of the Czech Republic.

o) **Maintenance Window**: a time period reserved for the maintenance of Learneron's Services and/or infrastructure notified to the Customer by Learneron in advance. The Customer will be notified at least 3 days in advance via email regarding any Maintenance Window. The Customer acknowledges that during the Maintenance Windows, the Services may be unavailable and such unavailability shall not be deemed as a breach of Contract.

p) **Minimum Period:** the shortest period of time, for which the Suite or the Service is provided. The Minimum Period for each Suite and Service is specified in the Contract or the Service Datasheet. The Minimum Period does not apply to one-off Services or Expert Support.

q) **Personal Data:** personal data specified in paragraph 18.11 of these Terms and Conditions.

r) **Platform:** Learneron's self-service platform which allows the Customer to order, cancel, change, administer, configure, and monitor Services as well as to administer Users. Other functions of the Platform may be added from time to time. The Platform is accessible from the website: https://learneron.net. Some parts of the Platform may be accessible only in a password protected section of the Platform via a Customer's account. The Platform further serves as a point of communication between the parties and for the notification of any changes made by Learneron.

s) **Privacy Policy:** the privacy policy of Learneron is available at https://learneron.net/privacy.

t) **Products:** software applications and platform supporting the learning process of employees and other persons, mainly by offering learning paths and tracking learning progress, which are made available to the Customer as a part of the provision of the Services. Content provided by third parties is not part of the Product.

u) **Service:** the service provided by Learneron to the Customer under the Contract.

v) **Service Datasheet:** a document, located on the Platform or attached to the Written Agreement, specifying:

● the prerequisites and conditions for the provision of the Service;

● the parameters of the Service;

● the stipulated standards of the Service.

w) **Service Enabled Date**: the date on which the Customer receives at least one of the credentials (access codes) enabling administrative access in relation to each specific Service. The Service Enabled Date is defined in the Contract.

x) **Software:** a sequence of instructions outlining the realisation of certain tasks by the computer. This term includes all components of the computer program, its source code and object code, relevant preparatory concept materials and documentation, graphical and other elements of its user interface, and all other components or files forming part of the computer program; the term Software does not include customer data processed by the computer program, unless expressly stipulated otherwise.

y) **Suite:** a set of Services specified by Learneron to which special conditions may apply and which may be ordered at a discounted rate. In the event that the set of Services which together make up the Suite are separately ordered by the Customer (i.e. not at a discounted rate), then the provisions regulating the Suite do not apply.

z) **System Admin:** A User with extended rights and duties to manage the performance of the Services within the IT infrastructure of the Customer. Only the System Admin shall be entitled to remove and add Users and perform modification of the Services. The System Admin shall be named by the Customer.

aa) **Technical Support:** a part of the Services which is described in Article 15 of these Terms and Conditions.

bb) **Terms of Use:** the terms of use of Learneron available at https://learneron.net/terms-of-use.

cc) **Terms and Conditions:** these Terms and Conditions stipulating the rules on the provision of the Services. The Terms and Conditions form a part of the Contract.

dd) **Trial Period:** the phase during which the Service may be used free of charge. The maximum duration of the Trial Period is defined in the Service Datasheet.

ee) **User:** a natural person designated by the Customer, who is an end-user of the Services. A person who obtained access to the Product as a result of abuse of the IT infrastructure or the Customer' login data is also considered to be a User, regardless of whether this access was gained as a result of the Customer's failure to act with due care or not. All actions performed by any User will be considered as actions of the Customer. The Customer bears full responsibility for all actions of any User.

ff) **User Subscriptions:** The subscriptions purchased by the Customer which enable the Users to access and use the Services in accordance with these Terms and Conditions.

gg) **Written Agreement**: a written contract on the provision of the Services concluded between the Contracting Parties.

3. CONTRACTING PROCESS

3.1 A Contract may be concluded by signing a Written Agreement between the Contracting Parties or by the Customer agreeing to these Terms and Conditions when ordering the Services via the Platform or via third-party distributors (such as app stores).

3.2 The Customer may not modify or amend the Agreement or these Terms and Conditions, unless expressly agreed otherwise. Acceptance of the Agreement or these Terms and Conditions which have been modified by the Customer is not permissible and Learneron rejects any such acceptance. Learneron does not accept any terms and conditions of the Customer. Any reference to such terms and conditions shall not be taken into account.

3.3 The Contract is concluded as of the time when both Contracting Parties sign the Agreement or when the Customer receives confirmation of its order made via the Platform or via a third-party distributor.

3.4 The Contracting Parties agree that the Contract may be concluded only in the manner stipulated in this present Article 3 of these Terms and Conditions. Conclusion of the Contract via a third-party distributor are subject to the terms and conditions of the third-party distributor.

3.5 Learneron is not obliged to conclude a Contract with the Customer, i.e. to accept an offer from the Customer.

3.6 These Terms and Conditions or any other statements made by Learneron are not public offers to conclude an agreement with indefinite persons.

4. SUBJECT OF THE CONTRACT

4.1 Under the Contract, Learneron is obliged, in compliance with the Service Datasheet, to:

hh) make the Platform available to the Customer;

ii) provide the Customer with the Services stipulated in the Written Agreement or ordered via the Platform or a third-party distributor; the Customer is entitled to 1 hour of Expert Support each month per each finished 1,000 active User Subscription, unless defined otherwise in the Service Datasheet or the Written Agreement;

jj) monitor the actual state of those Services the nature of which enables the Service to be monitored, providing that this duty is stipulated for Learneron in the Services Datasheet and provide the Customer with reports on such monitored Services.

4.2 Under the Contract, the Customer is obliged to:

kk) pay the stipulated fee for the Services provided by Learneron;

ll) comply with these Terms and Conditions, maintain the validity of all the representations made in these Terms and Conditions and inform Learneron in the event that any of the said representations are no longer valid;

mm) when using the Services, comply with all legal regulations related to its activities and the use of the Services;

nn) provide Learneron with all cooperation necessary for the provision of the Services;

oo) maintain the IT infrastructure of the Customer in compliance with the conditions and prerequisites for the provision of the Services set out by Learneron which may be specified in the Services Datasheet or in these Terms and Conditions.

4.3 The Customer is aware of the fact that certain Services may be accessed only via the Platform. The Platform may enable the Customer to view the actual state of Services and to adjust their scope or other parameter of Services. The Customer is also aware of the fact that certain notifications from Learneron, which may have an impact on their rights and duties arising from the Contract, are only made available via the Platform and that using the Platform (to a reasonable extent) is thus necessary in order to allow the exercise of its rights under the Contract.

4.4 The Contract is a framework contract allowing for a variety of Services to be provided.

4.5 If there are Suites or Services with a stipulated Minimum Period provided under the Contract, the Customer shall not terminate the Contract in the section relating to provision of these Suites or Services, unless expressly stipulated otherwise.

4.6 If a Trial Period has been agreed, access to certain features of the Services and Platform may be restricted and no free Expert Support or Technical Support is included.

4.7 The Customer understands and agrees that use of the Platform and Services by Users is governed by the Terms of Use and agrees to ensure that all Users comply with these Terms of Use. In case the User violates these Terms of Use, its access to the Platform and possibility to use the Services may be limited. Learneron may

request a payment of the full price of the User Subscription, irrespective of any such limitation which occurs during the term of User Subscription.

4.8   Learneron may introduce specific plans with access to premium features of the Platform or the Services. In such case, the Customer will be automatically switched to the plan that best matches the current features of the Platform and the Services available to the Customer. This automatic change will not lead to the increase of prices for the provision of the Services to the Customer.

5.   USER SUBSCRIPTIONS

5.1   The Customer undertakes that the maximum number of Users will not exceed the number of User Subscriptions purchased at the time. The Customer may set limitation on the maximum amount of active User Subscriptions in the Platform.

5.2   The Customer agrees that Learneron will monitor use of the Services in order to establish the number of Users and User Subscriptions.

5.3   The Customer may from time to time during the duration of the Contract purchase additional User Subscriptions in excess to the number set initially by the Contract. The Customer may purchase additional User Subscriptions by adding new active Users via the Platform. The number of User Subscriptions in each calendar month is calculated as the number of unique Users in the calendar month with User Subscription active for at least one day during this month.

5.4   It is the Customer's responsibility to ensure that each User will keep a secure password for their use of the Services, if such a password is provided.

6.   COMMUNICATION AND DATA INPUT

6.1   After the Contract is concluded and the Services are made available to the Customer, all communication between the Contracting Parties may be made via the Platform or e-mail agreed in the Contract by contact persons or System Admin defined in the Contract (this having the effect of written legal acts). By concluding the Contract, the Customer understands that any statement or information may be made available to the Customer via the Platform and that the Customer has the option to become acquainted with this statement or information at will.

6.2   The Contracting Parties will communicate, and Technical Support and Services will be provided, in the English and Czech languages.

6.3   All data which is necessary for due provision of Services, will be drawn from Customer in line with the Service Datasheet. Other data might be exchanged via the Platform; such exchange is governed by these Terms and Conditions. The scope of data which is necessary for the provision of individual Services is specified in the Service Datasheet. The provision of this data is a prerequisite for the delivery of the Services.

7.   PREREQUISITES FOR SERVICE DELIVERY

7.1   The prerequisites for delivery of the Services are stipulated in the Service Datasheets or in these Terms and Conditions. Further, the prerequisite for delivery of each of the Services is entering your credit or debit card information and verification of function of this card. The Customer understands that the fulfilment of these prerequisites is necessary for the due provision of the Service and agrees that the Customer is responsible for the assessment of the fulfilment of such prerequisites for the delivery of the Services, unless stipulated otherwise in the Service Datasheet. Learneron is not liable for the non-provision of a Service or non-provision of a Service to a stipulated quality if any of the prerequisites for the Service delivery are not met at the time that the provision of the Service is ordered by the Customer, or after the said Service is ordered; in these cases, therefore, the Customer is obliged to pay for the Services even if the lack of prerequisites causes blocking or impairing of their actual provision.

8.   ACCESS TO THE PLATFORM

8.1   The Platform is freely accessible. If a part of the Platform is accessible only with a Customer's account, Learneron will send the Customer login information to allow access to the Customer's account on the authenticated part of the Platform. The Platform is primarily designed for personal computers and some of the functions may not be available on mobile devices.

8.2   The specific conditions of access to the Platform, and the rights and duties of the Contracting Parties arising from it, are stipulated in these Terms and Conditions.

9.   ACCESS TO SERVICES

9.1   The Customer may access the Services via the Platform, unless stipulated otherwise on the Service Datasheet. Specific conditions of access

to the Services are stipulated in the Service Datasheets.

9.2 Each Service will be set up in the following manner:

a) Customer will receive administrative access details for the System Admin in relation to each specific Service (Service Enabled Date).

b) Following the provision of the Service Enabled Date, the Customer is obliged to fulfil all prerequisites specified in the Contract, Service Datasheet, or within these Terms and Conditions. When these prerequisites are fulfilled, the Service provision is initiated. If Learneron is late with the initiation of the Service, then the Service term is automatically extended by a period corresponding to such a delay.

9.3 If a Trial Period has been agreed, the Customer has to notify to Learneron, in case it does not want to continue using the Services, at least 3 Business Days before the Trial Period expires. If no such notification is made, the Services will continue to be provided under the conditions agreed in the Contract, including the possible Minimum Period.

10. THE SCOPE AND QUALITY OF THE SERVICES

10.1 Learneron guarantees that the Services will be provided in a professional workman-like manner, with the knowledge and skills which are reasonably required to do so, and in the scope stipulated by the Contract, with the possibility of regular or urgent Maintenance Windows. For this reason, the Services may not be used to support vital, mission-critical processes of the Customer or any other processes which disruption could cause damage to the Customer or third persons.

10.2 The Customer understands that the use of different source data, such as preferences and activities of each User within the Platform, character and updates of content provided by the third parties, methodology, or processing of data may yield different results.

10.3 One-off Services may be described in specifications agreed on by the Contracting Parties. These Services are provided via the Platform.

10.4 In the case the Services were not provided to the stipulated scope or quality, the Customer is obliged to notify Learneron of such a fact and provide Learneron with active cooperation in order to rectify it. Additionally, Learneron will also proactively inform the Customer if it became aware that the Services were not

provided to the agreed extent or quality, nonetheless the Customer's obligation to notify Learneron remains unaffected. In case of any doubt, the information recorded through the monitoring of Services performed by Learneron shall prevail.

10.5 The Customer is obliged to inform Learneron in writing regarding the fact that Services were not provided to the stipulated scope or quality without undue delay, and in any case no later than 10 days after the relevant invoice was sent to the Customer.

10.6 In the event that a claim by the Customer is duly submitted and proves to be justified, i.e. in the case that Services were not provided to the stipulated scope or quality, the Customer is entitled to rectification of such a discrepancy as well as to the provision of the Service to the stipulated quality and scope. The rights specified in this paragraph are the sole remedy for the Customer in the event that the Services are not provided to the stipulated scope or quality.

11. PRICING AND INVOICING

11.1 Prices for the provision of the Services are stipulated in the Written Agreement or by Learneron's pricelist provided to the Customer or published on the Platform, and will be paid by the Customer under the conditions specified below in this present Article 11. The price does not include Value Added Tax (VAT), which will be calculated according to the applicable laws, and paid together with the payment for the provision of the Service.

11.2 The price for the provision of the Service will be charged from the Service Enabled Date, or if such a date is not stipulated, from the first day that the Service was provided. If a Trial Period has been agreed, the provision of the Service will be charged from the day following the expiration of the Trial Period.

11.3 The price for the provision of the Service will be paid by deduction of the fee from the credit or debit card immediately after issuance of the invoice. If agreed in the Written Agreement, the Invoices may also be paid by an electronic bank transfer.

11.4 Any claim made by the Customer in accordance with paragraph 10.5 of these Terms and Conditions does not affect the obligation of the Customer to duly pay the amounts specified in the Invoice.

11.5 The Invoices for the provision of continual Services (i.e. for Products and other Services, which are not Expert Support or one-off Services) are issued monthly in arrears for all the

Services provided in this month, and usually on the 1st day of this month. In the case that provision of a recurring Service was initiated during a calendar month, then the amount to be paid will be calculated in proportion to the number of days the Service will be provided in the calendar month, and the total number of days in that calendar month, while the invoice will be issued immediately after the ordering of this Service. If agreed in the Written Agreement, the Invoices may also be invoiced after the end of each month in which the Services were provided and paid by an electronic wire transfer.

11.6 The Invoices for the provision of a Service, which is not a continual Service (i.e. one-off Services and Expert Support), are issued after such a Service is provided, unless stipulated otherwise. If an assignment for Expert Support is being provided for a period that exceeds the end of a calendar month, Learneron shall also be entitled to issue partial Invoices on a monthly basis for the Expert Support provided.

11.7 Invoicing is performed electronically, and the issued Invoices are sent to the Customer by email.

11.8 In the event that the Customer is in arrears with the payment of an Invoice, Learneron is entitled to a contractual late interest penalty comprising 0.05 % of the outstanding amount for each day late.

11.9 In the case the Customer is in default with the payment of the Invoice, Learneron is entitled to immediately restrict or suspend the provision of Services until all the outstanding amounts are duly paid. Learneron may request a payment of the full price of the Services, irrespective of any such suspension which occurs during the term of Services.

11.10 If the Customer is in default with payment, then Learneron's obligations, as stipulated in paragraph 4.1 of these Terms and Conditions, are suspended and Learneron is not obliged to perform those activities until all the outstanding sums are duly paid.

12. LICENCES

12.1 Learneron grants the Customer a non-exclusive licence to use any outcomes of the Services and the Products to the extent necessary for the use of the Service in the Customer's ordinary course of business. The licence is provided for the time period in which the Customer may use the Service according to the Contract, and also applies to any parts of the Services which are Copyrighted Works or Databases, within the meaning of the Copyright Act.

12.2 The content provided by third parties within the Service may be protected by intellectual property rights, including copyright, rights to protect trade names and trademarks. Use of this content is subject to conditions provided by these third parties.

12.3 Learneron reserves all the rights to Services, Products and other products which were not granted to the Customer according to these Terms and Conditions.

12.4 The Customer may not license, sublicense, sell, transfer, lease, assign, transfer or otherwise commercially exploit any output of the Services or provide access to Products and Services to a third party for a payment or for free, unless stipulated otherwise by the Contract.

12.5 No provision of the Contract, the Service Datasheet, these Terms and Conditions or any other document shall be interpreted as granting, assigning or transferring to the Customer any intellectual property rights for the Software, know-how, trade secret, documents, techniques, patents, or expertise owned by Learneron or used in providing the Services.

12.6 Learneron may limit the Customer's use of the Services in the event that the Customer has violated its conditions under the Contract or under these Terms and Conditions.

12.7 The Customer is obliged to be acquainted with the licence conditions relating to any Service and comply with these said conditions. These licence conditions are available on the Platform and in the event of any conflict have priority with these present Terms and Conditions.

12.8 The Customer may choose to upload to Platform certain learning paths, learning collections or other materials to be used by their Users. In such case, the Customer gives to Learneron a licence to these materials, provided for the Contract term, to the extent necessary for their making available to their Users. Content of this kind may also be uploaded to platform by Learneron according to specific agreement with the Customer. Specific terms of this licence and use of such content are defined in the Service Datasheet. The Customer may select to remove any content of this kind from the Platform at any time.

12.9 The Customer may choose to share certain learning paths, learning collections or other materials with other customers and users. In such case, the Customer gives to Learneron a permanent licence to these materials to the extent necessary for their sharing with other customers and users. The licence and allows Learneron to sublicense these materials to other

customers and users. Specific terms of this licence and use of such content are defined in the Service Datasheet. In case the Customer does not agree with such sharing or does not share materials, in the opinion of Learneron, in sufficient scope, its access to materials shared by other Customers may be restricted.

13. ALTERATIONS TO THE SCOPE OF THE SERVICES AND THE CONTRACT

13.1 The scope of the Services and the Contract may be modified by the process stipulated in these Terms and Conditions, in particular:

pp) by changing the scope or the characteristics of the Services and the respective Service Datasheet or by terminating the provision of any of the Services (in part or as a whole) following a unilateral decision by Learneron; as a consequence of this process, no new duty to pay for the Services (in excess of the Services already provided) may be imposed on the Customer; this does not, however, affect the right of Learneron to unilaterally modify in compliance with these Terms and Conditions price, scope, quality, or conditions of Services already provided to the Customer with effect for future provision of Services;

qq) by modification of these Terms and Conditions, Service Datasheets, or any other documents, which have been provided to the Customer in the agreed manner (via the Platform); an increase in the price of the Services already provided is not considered as the imposition of a new duty on the Customer;

rr) by written agreement of the Contracting Parties.

13.2 The Customer is not allowed to terminate the Service if the Service was ordered as a part of the Suite. On the other hand, the Customer is allowed to terminate the Suite as a whole under the conditions specified in these Terms and Conditions.

13.3 The Customer is not allowed to terminate the Suite or the Service to which the Minimum Period applies before the expiry of the Minimum Period. The Customer may, however, terminate the Suite or the Service to which the Minimum Period applies subsequent to the first day following the expiry of the Minimum Period of the Suite or the Service. Unless the Customer has terminated the Suite or Service to which the Minimum Period applies, the Suite or the Service will continue to be provided following the expiry of the Minimum Period.

13.4 Unless otherwise stipulated, the Minimum Period ends on the last day of the calendar month in which the basic term for the Minimum Period has expired. If the Minimum Period started on the first day of a calendar month, the Minimum Period expires on the last day of the appropriate calendar month.

13.5 The Customer may terminate a Suite or a Service with effect from the first day of the calendar month following the expiry of the period which was prepaid by the Customer or which has already started, whichever is later, but no sooner than before the expiry of the current Minimum Period for the Suite or the Service.

13.6 Learneron may unilaterally update or modify these Terms and Conditions and all other documents, to which these Terms and Conditions refer, in particular the Service Datasheets, and to declare these changes in advance on the Platform or via e-mail, no later than one month before the change is to be effective. These changes are effective from the 1st day of the calendar month specified by Learneron, on condition that they were duly announced.

13.7 Should the Customer not agree with an update or modification made according to paragraph 13.6 above, which is not justified by a relevant change in the legislation occurring during the period of effectiveness of the Contract and which also has an adverse negative impact on the Customer, then the Customer is obliged to notify Learneron to such a fact within 14 days of the announcement of such a change and the Contracting Parties will then suitably initiate negotiations concerning such a change. If Learneron shall insist on such a change, then the Customer may terminate the part of the Service affected by such a change; this termination is effective from the day such a change becomes effective according to paragraph 13.6 above, unless the Contracting parties stipulated otherwise. If the Customer does not duly notify Learneron concerning their disagreement with a change that has been duly announced to them, then by this lack of action the Customer accepts the changes made. The above provision does not affect any preclusion of the termination of the Suites or the Services during the Minimum Period, as stipulated in paragraph 13.5 of these Terms and Conditions.

13.8 In the event that the Customer would otherwise be allowed to terminate the Suite or the Service, according to paragraph 13.7 of these Terms and Conditions, and this termination is prevented

owing to the ongoing Minimum Period for the Suite or the Service, and the Customer notifies Learneron of its disagreement with such a change in compliance with paragraph 13.7 of these Terms and Conditions, then the change does not apply to the Suite or the Service until the expiry of the Minimum Period; conversely, the change applies from the first day following the expiry of the Minimum Period, unless the Customer had terminated the Suite or the Service. Up until the change applies, Learneron may terminate the Suite or the Service with a 14-day notice period.

14. DISCLAIMERS, LIABILITY AND WARRANTIES

14.1 Learneron is a company duly established and existing under the laws of the Czech Republic, and, as such, has the right to conclude the Contract and duly fulfil its obligations arising from it.

14.2 The Customer declares that at the time of the conclusion of the Contract, it is not insolvent or in liquidation, that it is not subject to insolvency proceedings, and that neither the execution nor court enforcement of a decision in relation to its property had been ordered.

14.3 The Customer is obliged to inform Learneron regarding its insolvency or impending insolvency, the initiation of insolvency proceedings against it, or the execution or court enforcement of a decision being ordered in relation to its property, or concerning the threat of this condition (the issuance of a decision, which in all probability, will not be fulfilled by the Customer) within 5 days of the moment the Customer became aware or could have reasonably become aware of this fact.

14.4 If the declaration of the Customer made according to paragraph 14.2 of these Terms and Conditions was untrue, or if the obligation of the Customer stipulated in paragraph 14.3 of these Terms and Conditions is violated, Learneron may immediately rescind the Contract.

14.5 The Customer is aware of the fact that its capacity to use the Services is, in addition to the due performance of Learneron, also dependent on the following conditions, the fulfilment of which Learneron is not liable for, in particular the following:

ss) availability of the Customer's internet connection (and also a back-up internet connection) with sufficient capacity for the provision of the Services;

tt) due functioning of the equipment used by the Customer when using the Services (Software, hardware etc.);

uu) due functioning of the internet connection between the Customer and the data centre from where the Service (or a part) are provided;

vv) provision of due cooperation by the Customer, especially in setting up Learneron's access necessary for providing the Services; and

ww) fulfilment of the prerequisites for the provision of the Service in compliance with paragraph 7.1 of these Terms and Conditions.

14.6 Based on the above, the Customer understands that Learneron is liable only for the fulfilment of its duties as stipulated in the Contract or in these Terms and Conditions. In relation to the provision of Services, Learneron does not provide any warranties. No provision of the Contract, these Terms and Condition or any other document referred to by these Terms and Conditions may be interpreted as providing any warranties other than those specified in paragraphs 10.1 and 10.2 of these Terms and Conditions and Learneron is not liable for, in particular, the following:

a) any content located in the Platform, especially for fulfilment of any legislative requirements, correctness, completeness and sufficiency of any information included;

b) suitability of the content, especially for the needs and expectations of the Customer and its users;

c) timeliness of the content, especially for meeting the legislative deadlines or addressing the needs of the Customer;

d) correctness and accuracy of any aids automatically provided by Learneron, especially for any notifications, monitoring and reporting.

14.7 The Contracting Parties have agreed that to the maximum extent permitted by applicable law, the liability of Learneron for any harm arising out of a breach of the Contract is excluded. Neither Contracting Party will be liable for any incidental, special, exemplary or consequential damage, including lost profits, loss of goodwill, loss of data, service interruption, system failure, devices damage, costs of substitute products or

services arising out or in connection with the Contract or from the use or inability to use the Services, any content located in the Platform, any communication or interactions within the Platform, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Learneron has been informed on the possibility of such damage, even if a limited remedy set forth in these Terms and Conditions is found to have failed of its essential purpose. In no event will Learneron's aggregate liability arising out or in connection with the Contract or from the use or inability to use the Services, any content located in the Platform, any communication or interactions within the Platform exceed EUR 1000.

14.8 You agree to defend, indemnify, and hold Learneron, its officers, directors, employees, licensors, service providers and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Platform or Services or your violation of these Terms and Conditions including, without limitation, any use of the content located in the Platform, the Services or your use of any information obtained from the Platform.

14.9 Learneron is not liable for the due selection of Services from its portfolio by the Customer, the suitability of those Services for the Customer, the convenience of these Services for the needs of the Customer, the fitness of the Services for the purpose intended by the Customer, or the fulfilment of the Customer's requirements or expectations.

14.10 Learneron is not liable for any lost profit, loss of revenues, loss of data, or indirect, special or incidental loss incurred. Further, Learneron is not liable for any loss, which could not be reasonably foreseen by it.

14.11 The Customer is liable for any harm caused to Learneron in the case of non-fulfilment of any duties by the Customer as stipulated under the law, the Contract or in these Terms and Conditions.

15. TECHNICAL SUPPORT

15.1 In relation to each Product ordered, Learneron will provide the Customer with Technical Support by which the Customer may contact Learneron's HelpDesk which serves as a secondary level of support in a situation when the Product is not performing correctly, is unavailable or in the event that other technical difficulties arise in connection with the Product and its use. Secondary level of support shall be understood as a support that is in place when System Admin of the Customer is not able to solve the issue.

15.2 Technical Support may be ordered by a System Admin via the HelpDesk.

15.3 If the request of the Customer is not based on the Product not performing correctly, its unavailability or other technical difficulties arising in connection with the Product and its use, any support provided will be considered as the Expert Support.

16. THIRD PARTIES INVOLVEMENT

16.1 The Customer notes and agrees that certain Services may be provided in cooperation with third parties. In relation to these Services, the Service Datasheets may contain the terms of use of these Services as stipulated by the third party designated by Learneron. In these cases, the consent of the Customer to these terms of use is a prerequisite for the delivery of these Services, and the Customer is obliged to maintain such consent until the provision of these Services is duly terminated.

16.2 The Customer notes that certain Services may be provided in cooperation with cloud and hosting service providers such as Amazon Web Services with servers located in the EU or affiliate partners of Learneron in compliance with their terms of use. The information about the price of these Services is available via the Platform.

16.3 Notwithstanding anything to the contrary contained in these Terms and Conditions, the Customer agrees that those part of the Services provided by a third party specified in the Service Datasheet will be provided in compliance with the terms of use of the third party, and that the duties of Learneron in connection with the provision of such performance as well as the liability of Learneron for any harm incurred by the Customer will be governed and are limited by the terms of use of the third party.

16.4 The Customer agrees that change of the terms of use of the third party is not deemed to be a change within the meaning of paragraph 13.6 of these Terms and Conditions. Therefore, in the case that the terms of use of the third party are altered, then the Customer is not entitled to terminate either the Service or the Contract.

17. NON-DISCLOSURE

17.1 The Contracting Parties hereby declare and confirm that the information included in the Contract, Service Datasheets, and any other technical and business information obtained from the other Contracting Party or collaborating third parties in connection with the performance of the Contract whether during the performance of the Contract, before the conclusion of the Contract, or after the Contract is terminated are of a confidential nature, and therefore the Contracting Parties are obliged to keep such information confidential and may not disclose or make such information available to any third party, unless specifically agreed otherwise in writing.

17.2 Learneron may use the confidential information of the Customer and disclose it to the third parties used for performance of the Contract according to Article 16 of these Terms and Conditions or to legal representatives, employees, corporate bodies or their members, or the bodies or their members/employees of companies which are part of the group of companies, to which Learneron belongs, provided that the following conditions are met:

a) The person or subject to whom or to which the confidential information is to be disclosed is bound by a reasonable contractual or statutory obligation to maintain the disclosed information as confidential at least to the extent to which Learneron are bound by these Terms and Conditions, and use the said only for the purposes specified herein;

b) The person or subject to whom or to which confidential information is to be disclosed is informed regarding the obligation to maintain the secrecy of such confidential information; and

c) The disclosure is made only to the extent necessary for such a person or subject to cooperate or take part in achieving the successful performance of the Services.

17.3 Notwithstanding the form in which the information is recorded, confidential information includes all information provided by the Contracting Parties, if it relates to the Contract and its performance, or to any of the Contracting Parties (particularly trade secrets, information concerning the Contracting Parties' activities, structure, profit/loss, know-how), as well as information subject to special secrecy procedures in accordance with the law (in particular confidential information, Personal Data).

17.4 If any confidential information is accessed without due authorization, the Contracting Party that possessed such confidential information on the basis of the Contract must notify the other Contracting Party and make every effort to ensure that such information is not made available to unauthorized persons.

17.5 The protection of information does not pertain to cases where:

a) the Contracting Party demonstrates that this information is publicly accessible without such accessibility being caused by the Contracting Party itself;

b) the Contracting Party demonstrates that it had access to the confidential information before receiving it from the other Contracting Party, even if this was before the effective date of the Contract, and that it did not gain access to the respective information using illegal means;

c) the Contracting Party obtains written consent from the other Contracting Party, to whom this information pertains, to make the given information accessible; or

d) making such confidential information accessible is required by law or by a binding decision made by a competent public authority. If so, the disclosing Contracting Party is obliged to inform the other Contracting Party that the confidential information is to be disclosed or that it has been disclosed, unless this is precluded by a legal obligation or binding decision of an authorised body.

17.6 Any Contracting Party shall treat any confidential information provided by the other Contracting Party or otherwise acquired, as if it were its own confidential information, and preserve the secrecy of such confidential information and carry out all contractual and technical measures to prevent its misuse or unauthorized disclosure.

17.7 The obligation to maintain the information as confidential in the sense of this Article 17 hereof survives the expiration of the Contract and lasts for 5 years from its expiration.

17.8 Learneron shall be entitled to use the Customer's brand, logo and name, including any trademarks, and information on the scope of Services provided as a reference. Such limited use shall not be deemed a breach of confidentiality obligation.

18. DATA PROTECTION AND PERSONAL DATA

Learneron as data controller of Users' data

18.1 In order to provide the Services to Users, Learneron has to process following categories of personal data of Users as a controller under the DPR:

a) identity and contact details;

b) sex and age;

c) courses taken and planned;

d) planned and actual skills;

e) education and knowledge;

f) data about usage of the Platform and Services, including data about viewing of the third-party content;

g) information entered into by the User;

h) transaction data, i.e. information about subscriptions and payments;

i) information interaction between the User and Learneron, other users and the Customer;

j) any other data specified in the Privacy Policy.

The scope of Learneron's access may be modified in case of modification of the Products and Services provided. In such a case, the extent of user data will be specified in the Service Datasheet for the relevant Service.

18.2 Learneron may also store its internal system data and identifiers necessary for the operation of the Platform and its systems.

18.3 Learneron may study and manipulate the data of the Customer to an extent reasonably appropriate for the provision of the Service under the Contract. The data of the Customer may be handed over to third parties used for the provision of the Services specified in the Service Datasheet, provided that the following two conditions are met:

a) the person or subject to whom or to which the data are to be handed over is bound by a reasonable contractual or statutory obligation to maintain the data as confidential at least to the extent to which Learneron is bound by the Contract and use it only for the purposes specified in the Service Datasheet; and

b) the data is handed over only to an extent reasonably appropriate for such a person or subject to cooperate or take part in the provision of the Service to the Customer.

18.4 The Customer agrees that Learneron may use the Personal Data to prepare anonymised statistics and anonymised data, which will be then used for improvement and further development of Learneron's Services and to give specific insights about certain categories of Users and their progress, skills etc. Learneron will provide the Customer with insights based on such data. The Customer should take into account that no specific consent of the Customer or data subjects is required for the process of anonymisation and further use of anonymised data. The Customer may reject this use of Personal Data, however in this case, the Customer will not have access to insights based on such data.

18.5 The Customer is also aware that as a part of the Service, Learneron creates the account for each of the Users. In order to promote the lifelong learning of the Users and to improve their chances for further employment, these User accounts persist and some of the Personal Data processed under this Contract will be used even after the termination of this Agreement and will be processed also by the Learneron as a data controller in line with the Privacy Policy; paragraphs 18.8 – 18.27 of these Terms and Conditions do not apply to this processing. The Customer agrees with such use of the Personal Data processed under the Contract.

18.6 The Customer is aware of the fact that under certain circumstances the data of the Customer may be disclosed, as a result of a court or administrative decision, to a relevant public body.

Learneron as data processor of Users' data

18.7 In respect of the data of Users listed in paragraph 18.1 that represent personal data within the meaning of the GDPR, Learneron also acts as a data processor for the Customer as a data controller. The data processing relationship is governed by paragraphs 18.8 – 18.27 of these Terms and Conditions, in the scope as it governs Personal Data processing, represents a data processing agreement under the Article 28 (3) of the GDPR.

18.8 The Customer hereby authorizes Learneron to process Personal Data of data subjects provided or made accessible by the Customer under the Contract as a processor under the DPR. Learneron will process the data for the Customer according to its instructions and to the extent necessary for the duly performance of Learneron's obligations under the Contract.

18.9 The Contracting Parties agree that, if it is necessary to meet the requirements of the DPR, they shall without undue delay, conclude a

written data processing agreement upon request by either Contracting Party.

18.10 By entering the Contract, the Customer confirms that the Personal Data processed are accurate, collected in accordance with the DPR, are currently being processed by the Customer in accordance with the DPR and the Customer fulfils all its duties as a controller under the DPR.

18.11 The subject matter of the processing is the Personal Data, i.e., the data within the meaning of Article 4 (1) of the GDPR, of the data subjects, that are provided to Learneron by or on behalf of the Customer through its use of Learneron's Services, especially the data of Users and other persons listed in paragraph 18.1.

18.12 The categories of the data subjects are Users and other Customer's employees, business contacts such as contractors, collaborators, and customers and their employees, and may include any other categories of data subjects as identified in records maintained by customers acting as controllers pursuant to Article 30 of the GDPR.

18.13 The scope of the processing is always determined exclusively by the Customer, who is consecutively responsible for ensuring compliance of the specified scope of processing with the DPR.

18.14 The processing will be carried out by automated means using the information technologies. In certain cases, processing may be carried out manually.

18.15 The purpose of the processing is defined by the purpose of performance of the Contract, i.e., the provision of the Services.

18.16 The processing will take place for the duration of the Contract. Learneron undertakes to fulfil its duties regarding the protection of Personal Data at least for the entire duration of the Contract, unless it is apparent from the Contract that these duties should last even after the Contract termination.

18.17 The System Admin may enable certain Users, typically Users in the management position, to have access to certain Personal Data of Users and see reports and summaries of these Personal Data, including data about usage of the Platform and Services , including data about viewing of the third-party content. The Customer is solely responsible for correctly setting up rights of access to Personal Data among its Users.

18.18 The Customer, as the data controller, declares by entering into the Contract that by date of conclusion of the Agreement it duly fulfils all its obligations under the DPR, in particular:

a) processes Personal Data for the purpose, to the extent, in the manner and in accordance with the Contract lawfully, in particular has received valid consent of all data subjects with the processing of their Personal Data if such processing is covered by this obligation;

b) informs data subjects about the processing of their Personal Data, in the manner and to the extent specified by the DPR;

c) enables data subjects to exercise their rights under the DPR;

d) destroys Personal Data as soon as these are not necessary for the purpose for which were processed;

e) performs all other duties under the DPR; and

f) undertakes to fulfil these obligations throughout the duration of the Contract.

18.19 Learneron shall in connection with the processing of Personal Data:

a) process the Personal Data only upon documented instructions from the Customer, provided that processing of Personal Data in accordance with Learneron's obligations agreed under the Contract is considered to be performed in accordance with the instructions of the Customer;

b) follow the Customer's instructions including with regard to transfers of Personal Data to a third country or an international organization, unless required to do so by European Union or Member State law to which Learneron is subject; in such a case, Learneron shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

c) ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

d) not engage any other processor without the prior specific or general written approval of the Customer;

e) taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as this is possible, with the fulfilment of the Customer's obligation

to respond to requests for exercising the data subject's rights;

f) assist the Customer with ensuring compliance with the following obligations of the Customer: (i) to ensure a level of security of processing, (ii) to report Personal Data breaches to a data protection authority and, where applicable, to the data subjects, (iii) assess the impact on the protection of Personal Data, and (iv) to conduct prior consultations with a data protection authority, taking into account the nature of the processing and information available to Learneron;

g) at the choice of the Customer, delete or return all the Personal Data to the Customer within 1 months after the end of the provision of Services under the Contract or after receiving the Customer's request for data deletion or return, and delete existing copies unless European Union or Member State law requires storage of the Personal Data; specific possibilities on export of Personal Data are described in the Service Datasheet and exporting the Personal Data in specific format may be subject to payment of specific fee; this does affect the Personal Data processing under the paragraph 18.5 of these Terms and Conditions;

h) make available to the Customer all information necessary to demonstrate compliance with the obligations under the DPR; and

i) allow audits and contribute to these audits;

whereas Learneron's activities under sections e), f), g), h) and i) will be paid according to the prices for the performance of these activities according to Learneron's price list.

18.20 The Customer specifically agrees with the involvement of cloud providers on whose servers Learneron processes Personal Data.

18.21 In addition to the permission under paragraph 18.20, the Parties further agree that Learneron is entitled to engage other processors and to replace the providers under section paragraph 18.20 by a new processor within the scope of a written authorization of the Customer, which the Customer hereby grants.

18.22 In the case referred to in paragraph 18.21, Learneron undertakes to inform the Customer of any intended changes regarding the engagement or replacement of other providers, thereby giving the Customer the opportunity to object to these changes. Learneron will publish intended changes or replacement of processors on the Platform at least 1 month before the intended effect of such change or replacement; the information duty towards the Customer is considered to be therefore fulfilled.

18.23 Learneron has implemented and maintains appropriate technical and organisational measures in order to prevent an unlawful or accidental access to the Personal Data, their alteration, destruction or loss, unauthorised transfers or other unlawful processing as well as any other abuse of the Personal Data.

18.24 Learneron shall take and maintain mainly the following measures to ensure an adequate level of security:

a) encryption of the Personal Data in databases and backups, during transmission and after storage;

b) keys for the G Suite service account are stored and encrypted via Amazon KMS;

c) ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

d) ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident;

e) process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

f) Amazon server firewall whose properties are listed here;

g) antivirus protection and unauthorized access control;

h) access to servers only via encrypted channel with login via key and two-factor authentication;

i) limited and audited access to Personal Data by Learneron's authorized personnel on a "need-to-know" basis; and

j) all Personal Data are physically located within the EU in datacentres fully compliant with the GDPR requirements.

18.25 By entering into the Contract, the Customer declares that, taking into account the state of the art, the costs of execution, the nature, the scope, the context and the purpose of the processing, as well as the potentially diverse and various risks to the rights and freedoms of individuals, the above measures are sufficient.

18.26 In case Learneron becomes aware of any Personal Data breaches, it shall report these to the Customer without undue delay.

18.27 In the event of termination of this Contract Learneron, its employees, or authorized third parties acquainted with Personal Data will not be deprived of their duty of confidentiality. The duty of confidentiality in such cases lasts even after termination of the Contract, irrespective of the duration of the relationship between the said persons and Learneron; this does affect the Personal Data processing under the paragraph 18.5 of these Terms and Conditions.

19. TERM AND TERMINATION

19.1 The Contract is concluded for an indefinite period, unless stipulated otherwise.

19.2 The Customer and Learneron may terminate the Contract without giving any reason with a one-month notice period; the effectiveness of the Contract will be terminated from the first day of the calendar month following the expiry of the notice period. This termination, however, does not affect the part of the Contract related to the provision of the Suite or the Service during the ongoing Minimum Period; this part of the Contract may not be terminated by the Customer.

19.3 Learneron may immediately withdraw from the Contract in the event of substantial violation of the Contract by the Customer, in particular:

   a) in case the Customer uses the Service in a clearly abusive manner or in order to violate applicable legal regulations;

   b) in case the Customer or data provided by the Customer violate the rights of third parties;

   c) in case the Customer is in default with payment of its outstanding payables for more than 30 days; or

   d) in case the Customer does not provide Learneron with the necessary cooperation, unless provision of this said cooperation by the Customer is due to insurmountable obstacles which exclude the duty of the Customer to pay damages (Vis Major).

19.4 In the event that all of the Services are terminated, the effectiveness of the Contract is automatically terminated.

19.5 During the ongoing Minimum Period the Suite or the Service may be terminated by the agreement of the Contracting Parties, provided that the fee for the provision of this Suite or Service for the remaining time of the Minimum Period is paid by the Customer. Learneron undertakes not to refuse to conclude this agreement, provided that the conditions stipulated above are met.

19.6 The agreement of the Contracting Parties pursuant to paragraph 19.5 is not required in cases when Learneron may withdraw from the Contract for a reason representing a substantial violation of the Contract by the Customer. In such a case the Customer will be obliged to pay the fee for the provision of the Suite or Service for the remaining part of the Minimum Period irrespective of such a withdrawal.

20. GOVERNING LAW

20.1 This Contract and all the rights and obligations arising out of the Contract and in connection with it are governed by the laws of the Czech Republic, with the exclusion of the rules on the conflict of laws.

21. DISPUTE RESOLUTION

21.1 The Contracting Parties undertake to make every effort to eliminate any disputes arising on the basis of the Contract or in connection with it and to resolve them, in the first instance, through negotiation.

21.2 All disputes arising from the Contract or in connection with it will be finally decided by the Arbitration Court, affiliated to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic, under its Rules by three arbitrators in accordance with the Rules of that said Arbitration Court.

22. FINAL PROVISIONS

22.1 In case the Contract, these Terms and Conditions or any other document, to which the Contract or these Terms and Conditions refer, are contradictory to a certain extent, then the priority of these documents is the following:

   a) the Written Agreement, or order form and other information agreed by the Contracting Parties when ordering the Services without a Written Agreement;

   b) the Service Datasheet;

   c) these Terms and Conditions;

   d) other documents.

22.2 The provision stipulated in paragraph 22.1 does not apply, if it is obvious that a certain question is dealt with in more detail in another document, which would not have priority status according to paragraph 22.1, or if the application of the stipulation in paragraph 22.1 would be inconsistent with a later written agreement between the Contracting Parties.

22.3 The Contract is binding for both Contracting Parties and their legal successors.

22.4   The Customer may not assign its receivables arising under the Contract to third parties without Learneron's prior written consent.

22.5   If any provision of the Contract, these Terms and Conditions or any other document, to which the Contract or these Terms and Conditions refer, is void due to conflict with relevant legislation or becomes void during the effectiveness of the Contract, the validity of the other provisions remain unaffected.