

## TERMS OF SERVICE

### 1. INTRODUCTION

- 1.1 These Terms of Service (“**Terms**”) are a legally binding agreement between DataSentic, a.s., with its registered office at Washingtonova 1599/17, Nové Město, 110 00 Praha 1, ID No. 05355541, a company incorporated under the Czech law and registered in the Czech Commercial Register maintained by the Municipal Court in Prague under File No. B 24293 (“**DataSentic**”, “**we**” or “**our**”) and you (“**Customer**”, “**you**” or “**your**”) regulating the use of AI Service Hub – our product Tech Buddy, AI agent tailored for manufacturing and industrial companies.

### 2. DEFINITIONS

- 2.1 Please familiarize yourself with the terms used in these Terms. In these Terms:

“**Agreement**” means the binding relationship between DataSentic and the Customer governing the rights and obligations of the Parties in relation to the use of the Service, as set forth in these Terms and the applicable Order. The Agreement is concluded when the Order is signed by both Parties, and the Terms and the Order together constitute the full Agreement between the Parties. In the event of any conflict between the provisions of these Terms and the Order, the provisions of the Order shall prevail.

“**Authorized User**” means each person authorized by Customer to use the Service.

“**Civil Code**” means the Czech Act No. 89/2012 Coll., the Civil Code, as amended.

“**Confidential Information**” means all information contained in the Agreement, respectively, information acquired or received by one Party from the other Party as a result of the conclusion of the Agreement or the fulfilment of obligations arising therefrom and in connection with negotiations for the conclusion of the Agreement.

“**Content**” means commands, code, text, data, documents, articles, images, photographs, graphics, applications, features, and other materials in connection with using the Service.

“**Customer Data**” means Customer Inputs and Outputs, as well as any Usage Data. For the avoidance of doubt, Customer Data does not include Resultant Data or other information reflecting the access or use of the Service by or on behalf of the Customer that is aggregated or anonymized for performance or statistical analysis.

“**Fees**” means the price Customer is obligated to pay DataSentic in connection with use of the Service.

“**Force Majeure**” means an extraordinary event or circumstance which neither Party could have foreseen or prevented prior to the conclusion of the Agreement by taking precautionary measures and which is beyond any control of the Party and was not caused intentionally or through negligence by either Party and which significantly impedes or makes impossible the fulfilment of obligations under this Agreement by either Party.

„**Input**“ means the Content that is uploaded by Customer or on behalf of the Customer to be processed in order to use the Service.

“**Intellectual Property**” means patents, patent applications, inventions, and discoveries (whether patentable or non-patentable), copyrights and copyrightable works, trademarks, trade names, domain name rights, know-how and other trade secret rights, rights in software, databases, artificial intelligence and AI algorithms, and all other intellectual property rights and similar forms of protection throughout the world.

„**Output**“ means the Content generated by the Service based on Customer's Inputs.

“**Party**” means either DataSentic or the Customer while jointly are referred to as the “**Parties**”.

“**Personal Data Processing Clause**” means the agreement between the Parties on the conditions for the processing of personal data of natural persons and other obtained information annexed to

this Agreement as Annex 1.

**“Resultant Data”** means data and information related to Customer's use of the Service that is aggregated and anonymized, including to compile statistical and performance information related to the provision and operation of the Service.

**“Service”** means the provision of a hosted AI assistant, made available on a Software-as-a-Service basis, with access to specific client-authorized internal data. The Service allows the Customer, for the applicable Fee, to interact with a custom-configured AI chatbot through a designated interface, enabling retrieval, interpretation, and generation of responses based on integrated organizational documents, systems, and workflows, and other connected resources or functionalities as defined during onboarding or subsequently agreed between the Parties.

**“Software”** means all software and other copyrightable works provided by DataSenticos including all related documentation and updates and upgrades to this software equipment, but with the exception of hardware, which is not included.

**„Third Party Offering“** means any materials and information, in any form or medium, including any open-source software as offered by third parties and available through our Software, or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Service that are not proprietary to DataSenticos.

**„Third Party Terms“** means terms and conditions applicable to the use of the Third Party Offering.

**„Usage Data“** means data generated from the Customer's interactions with the Service, including but not limited to user inputs, chatbot outputs, queries, feedback, and other relevant information, which DataSenticos may use solely for the purposes of monitoring, analysis, feedback processing, and improving the Service, but not for direct training of AI models.

**2.2** All terms used in these Terms with initial capital letters have the same meaning for the entire content of the Agreement as set out in the relevant definition unless the context or meaning of the Agreement indicates otherwise.

### **3. USE RIGHTS AND OBLIGATIONS**

**3.1 Use Rights.** DataSenticos hereby grants Customer a non-exclusive, non-transferable, revocable, non-sublicensable right to access and use the Service for business use in accordance with these Terms.

**3.2 Authorized Users.** The use rights as defined in Article 3.1 of the Terms apply to the Authorized User(s). The Customer has exclusive control and responsibility for determining who is an Authorized User, within the limits set by the selected subscription plan. Customer is responsible for the compliance of Authorized Users with these Terms and all applicable Third-Party Terms. Any breach of these Terms by an Authorized User shall be deemed as a breach by Customer.

**3.3 Availability and Service development.** DataSenticos will endeavor to maximize the availability of the Service. DataSenticos is entitled to restrict or completely discontinue the use of the Service due to planned server downtime for maintenance. DataSenticos reserves the right, in its sole discretion, to make any changes to the Service that it deems necessary or useful to: (i) maintain or enhance the quality or delivery of Service; (ii) the competitive strength of or market for the Services; or (iii) the Services' performance.

**3.4 Onboarding and Implementation.** In order to access and use the Service, the Customer must complete an onboarding process coordinated by DataSenticos. The Service is provided as a hosted solution operated by DataSenticos, and is made accessible to the Customer primarily through a dedicated chatbot interface provided by DataSenticos. If both parties agree, the Service may additionally be configured to deliver outputs via the Customer's chosen communication or workflow environment (e.g., Microsoft Teams, Slack, intranet, or other third-party platforms) through appropriate plugins or integrations. The specific integration method will be agreed upon during onboarding. The Customer agrees to provide all necessary cooperation, including timely

delivery of relevant data, access rights, technical documentation, and any other resources required for the configuration and deployment of the Service.

**3.5 Activation of Service.** The recurring subscription fee, based on the selected subscription plan, becomes payable upon the launch or activation of the Service for production. The subscription fee will be invoiced monthly, unless otherwise specified in the Order.

**3.6 Prohibited Use.** Customer shall not:

- (a) use the Service for any illegal or unauthorized purpose;
- (b) violate any of the Third-Party Terms;
- (c) allow anyone other than the Authorized User to use the Service;
- (d) rent, lease, sell, distribute, offer in a service bureau, sublicense, or otherwise make available the Service to any third party (except as permitted under these Terms);
- (e) copy, replicate, decompile, reverse-engineer, attempt to derive the source code of, modify, or create derivative works of the Service, or any part thereof;
- (f) upload, transmit or distribute any viruses, worms, or invalid data to the Service;
- (g) use any form of data mining, extraction, or scraping on the Service and/or the contents available therein for any purpose (including but not limited to AI, machine learning, and data science purposes);
- (h) bypass the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service;
- (i) access to use the Service in any manner or for any purpose that infringes or otherwise violates any Intellectual Property rights or other right of any third party.

#### **4. CONTENT RIGHTS AND OBLIGATIONS**

**4.1 Declaration of Inputs.** Customer represents and warrants that it owns all rights, title, and interest in and to the Inputs or that has otherwise secured all necessary rights in the Inputs as may be necessary to permit the access, use and distribution thereof as contemplated by these Terms.

**4.2 Ownership of Customer Data.** As between Customer and DataSentic, the Customer owns and reserves all rights to the Customer Data. The Customer owns the Outputs at the moment of their generation within the Service. The Customer grants DataSentic a non-exclusive license to display, host, copy, store, and use the Customer Data to the extent necessary for the provision and operation of the Service to the Customer.

**4.3 Usage Data License.** In addition, the Customer grants DataSentic a non-exclusive, worldwide, royalty-free license to use the Usage Data generated from the Customer's use of the Service for the purpose of monitoring, analysis, feedback processing, and improving the Service or otherwise process the Usage Data for the foregoing purposes. This license includes the right to anonymize, aggregate, and process the Usage Data for the above-mentioned purposes. The Customer retains ownership of the raw Usage Data, but any modifications, improvements, or derivative works created by DataSentic through the use or processing of the Customer's Usage Data (except as limited by the Customer's ownership of the raw data), shall remain the sole property of DataSentic.

**4.4 Ownership of DataSentic.** As between Customer and DataSentic, DataSentic owns and reserves all rights in and to (i) the Service and (ii) any Resultant Data.

**4.5 Customer Data Requirements.** Customer shall not use the Customer Data, directly or indirectly, in any manner that:

- (a) is in breach with applicable law or third party's rights including Intellectual Property rights;

- (b) promotes or creates a risk of physical or mental harm, emotional distress, death, disability, or disfigurement to yourself, any person, or animal;
- (c) promotes or creates a risk of harm, loss, or damage to any property;
- (d) seeks to harm or exploit children;
- (e) is harassing, abusive, racially or ethnically offensive, defamatory, invasive of personal privacy or publicity rights, libelous, or threatening;
- (f) discriminates, incites, or promotes discrimination against others based on race, religion, sex, sexual orientation, age, disability, ancestry, national origin, or any other basis;
- (g) is sexually explicit or pornographic in nature or contains links to such material;
- (h) involves the sale or promotion of illegal activities, products, or services;
- (i) is fraudulent or promotes fraudulent activity;
- (j) violates the rights of any individual or third party, including their Intellectual property and data privacy rights;
- (k) contains any information or content that you do not have a right to make available under any law or due to confidentiality, contractual, or fiduciary duties;
- (l) generates, promotes or furthers defamatory Content;
- (m) generates, promotes or furthers distributing spam;
- (n) threatens or undermines democratic processes or institutions;
- (o) fails to appropriately disclose to end users any known dangers of applicable AI system or misrepresent or mislead with respect to its abilities.

**4.6 Responsibility for Customer Data.** The Customer has exclusive control and responsibility for the Customer Data that is submitted on its behalf into the Service as Inputs. The Customer is responsible for the legality of all Inputs.

**4.7 Customer Data Backup.** The Customer undertakes to back up all Customer Data. We recommend that the Customer does so whenever an Output is generated.

**4.8 Output use.** The Customer may use the Output for business use provided that the purpose of use is legal and the Customer complies with these Terms and accepts that any such use is at the Customer's own risk. We advise that you let Authorized Users know that the content is AI-generated. However, the AI generated content labeling requirement is effective as of August 2026 under applicable law.

**4.9 Use of Resultant Data.** DataSentic and its licensors shall have the right to collect and analyze Customer Data and other information relating to the provision, use and performance of various aspects of the Service (in whole or in part) and related systems and technologies, and DataSentic and its licensors will be free (during and after the term hereof) to use such Resultant Data to improve and enhance the Service (in whole or in part) and for other development, diagnostic and corrective purposes in connection with the Service (in whole or in part).

## **5. REPRESENTATION AND WARRANTIES**

**5.1** Customer represents and warrants that:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the law of the jurisdiction of its incorporation or other organization;
- (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under the Agreement;

- (c) it has all rights, licenses, permission, power and authority that are necessary to utilize and share the applicable Inputs in association with its use of the Service;
- (d) neither the Customer Data, nor the use, storage or provision of the Customer Data on or through the Service, will infringe, misappropriate or violate any third-parties' Intellectual Property Rights, the Third-Party Terms, or other rights of a party, including rights of publicity, privacy or confidentiality;
- (e) Customer's use and provision of the Customer Data will not breach any agreement between it and a third party or violate any laws; and
- (f) Customer will not breach the Agreement.

## **6. INTELLECTUAL PROPERTY**

- 6.1 License.** The license to access and use the Service is non-exclusive, territorially unlimited and limited in time for the duration of the Agreement. This license is non-transferable to a third party. The license does not allow Customer to copy, modify, alter, update, or create collective or derivative works of the Intellectual Property. The Customer is not entitled to translate, decompile or otherwise attempt to extract the source code of the Software or part thereof.
- 6.2** The content of the Service and related printed materials (promotional flyers, advertisements, texts, photographs, images, logos, etc.), including the Software is protected by DataSentic's Intellectual Property rights.
- 6.3** The Customer is not entitled to use DataSentic's trade name, its trademarks, logos, domain names, or any other DataSentic designations in connection with the provision of the Service, unless otherwise agreed.
- 6.4** Service may use Third Party Offering. The Third-Party Offering includes:  
Microsoft Azure, <https://azure.microsoft.com/en-us/support/legal/>  
The Customer is obliged to comply with the Third-Party Terms. In case of a breach of Third-Party Terms by the Customer, the Customer undertakes to indemnify DataSentic in relation to any damage incurred by DataSentic as a result of such breach.
- 6.5** The Customer acknowledges that the AI generated Output is not generally considered to be subject to Intellectual Property and may not enjoy Intellectual Property protection.

## **7. TERM AND TERMINATION**

- 7.1** This Agreement shall commence on the date of signature of the Order Form (the "**Effective Date**") and shall remain in effect for an initial specified in the Order (the "**Initial Term**"). Upon expiration of the Initial Term, the Agreement (including the Order) shall automatically renew for successive one (1) year periods, unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.
- 7.2 Special case of termination by DataSentic.** DataSentic may suspend, terminate, or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Service at its sole discretion and at any time, modify or discontinue providing the Service or any part thereof without notice. In such a case, DataSentic agrees to refund the Customer the Fee for unconsumed Service.
- 7.3 Withdrawal.** Each Party is entitled to withdraw from the Agreement in case that:
- a) the other Party repeatedly breaches any provision of these Terms, Agreement or Order;
  - b) the other Party as a debtor becomes a participant in insolvency proceedings within the meaning of Act No. 182/2006 Coll., on Bankruptcy and Settlement (Insolvency Act), as amended, if (i) the insolvency court does not decide on the insolvency declaration within three (3) months from the commencement of insolvency proceedings, (ii) the insolvency court issues a decision on the bankruptcy of the Party, (iii) the insolvency court rejects the insolvency petition for lack of property of the Party;

- c) if a decision is taken on the compulsory or voluntary dissolution of the Party (except in cases of merger or fusions).

**7.4** Withdrawal from the Agreement has *ex nunc* effects.

**7.5** **Use rights upon termination.** Effective upon termination, Customer's use rights shall cease, and the Customer (including Authorized Users) may not be able to access the Services. Within 14 days of termination, DataSenticos shall destroy all data received from the Customer in connection with the Services, unless otherwise agreed or required by law.

**7.6** **Survival.** Notwithstanding the termination or expiration of the Agreement, any provisions of these Terms that by their nature should survive termination or expiration will continue in full force and effect subsequent to and notwithstanding such termination or expiration until they are satisfied or by their nature expire. This includes, but is not limited to, Sections 4, 5, 8, 10 and Articles 7.5, 7.6, 8.6, 12.2 and 12.3 of these Terms and any other obligations that may reasonably be expected to be performed or observed after such termination or expiration.

## **8. FEES AND PAYMENT CONDITIONS**

**8.1** The Customer undertakes to pay DataSenticos the Fee for using the Service, as set in the Order.

**8.2** DataSenticos reserves the right to amend the price list at any time. The updated pricing shall automatically apply to the Customer from the beginning of the next subscription term as specified in Clause 7.1 of these Terms. The current version of the price list is available at the webpage specified in Clause 8.1 above.

**8.3** The Fee includes (i) all costs incurred by DataSenticos for providing the Service and (ii) royalties. The Fee does not include the fee for implementation of the Service which shall be paid separately.

**8.4** DataSenticos is entitled to suspend the provision of the Service if the Customer is in default with the payment of the Fee by more than ten (10) days.

**8.5** The Customer expressly agrees with the possibility of an electronic form of invoicing. The invoice shall be considered delivered at the moment of delivery to the email address specified by the Customer.

**8.6** If the Customer is in a delay with payment of the Fee, DataSenticos shall be entitled to a contractual penalty at the rate of 0,1 % of the overdue amount for each day of delay.

**8.7** The Fee is exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by public authorities.

**8.8** All amounts payable to DataSenticos by the Customer shall be paid in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason.

**8.9** An invoice issued in accordance with these Terms or the Agreement is due within 14 days of its delivery to the Client. The invoice is paid by crediting the relevant amount to our bank account.

**8.10** DataSenticos is entitled to adjust the Fee with effect from 1 January of each calendar year on the basis of the annual inflation rate index published by the Czech Statistical Office. DataSenticos shall notify the increase of the Fee by the index no later than 31 January of the relevant calendar year, with the increase being effective retroactively from 1 January of the relevant calendar year. The Fee adjusted in this way shall always serve as the basis for further increases in the following calendar year. To avoid any doubt, the Parties agree that the Price shall never be reduced by the above adjustment for the duration of the Agreement.

## **9. LIMITATION OF LIABILITY.**

**9.1** Use of the Service is at the Customer's own risk and subject to all our disclaimers set out in these Terms.

**9.2** DataSenticos shall not be liable for:

- (a) any direct or indirect damage or harm resulting from the use or inability to use the Service, including loss of stored data;
- (b) outages of the Service of a technical nature. DataSenticos undertakes to make every effort to ensure the resumption of the Service as soon as possible;
- (c) defects caused by third party interventions in the Service or Software or as a result of their use contrary to their intended purpose;
- (d) damage caused to the Customer in direct connection with the use of the Service, including loss of stored data;
- (e) the Customer Data and the use of Customer Data;
- (f) damages resulting from Force Majeure;
- (g) lost profit of the Customer.

**7.1.** Each Party shall make every effort to minimize the adverse consequences of circumstances excluding liability.

**7.2.** To the extent permitted by applicable law, each Party shall be liable to the other Party only for actual damages directly caused by the performance of its rights and obligations under this Agreement. Such liability shall be limited to an amount equal to the Fees paid by the Customer during the three (3) months preceding the occurrence of the damage.

**7.3.** DataSenticos does not monitor or police Customer Data and other information entered into the Service. The Output of Service may be generated by artificial intelligence. DataSenticos has not verified the accuracy of the Output. DataSenticos is not responsible for the Content therein or Output therefrom.

**7.4.** DataSenticos makes no warranty or guarantee as to the accuracy, completeness or reliability of the Output and does not accept any liability or responsibility arising in any way from your use of the Output or any omissions or errors contained in the Output. We recommend that you obtain professional and independent advice before you act on any advice contained in the Output or rely on the accuracy of the Output.

## **10. PERSONAL DATA PROCESSING**

**10.1** Information about how DataSenticos processes your personal data is available in our Privacy Policy.

**10.2** If the personal data of third parties are processed during the performance of this Agreement or Order, the Parties undertake to proceed in accordance with the Privacy Policy and the Personal Data Processing Clause.

## **11. CONFIDENTIALITY**

**11.1** Each Party is obliged to (i) treat the Confidential Information as strictly confidential and (ii) not disclose or otherwise communicate such Confidential Information to any third party, reproduce, copy or use it for himself, for a third party, or in any way without the prior written consent of the relevant Party; other than as agreed in the Agreement, resp. as arises from its purpose. This also applies to information concerning the actual existence of the Agreement.

**11.2** The obligation to maintain the Confidential Information does not apply to the following cases: (i) disclosure of the Confidential Information is required by court, law, decision of a public authority or other regulatory or supervisory authority in accordance with law; (ii) Confidential Information is or becomes publicly available other than as a result of its unauthorized disclosure in violation of the Agreement; (iii) the disclosure of Confidential Information to the advisers, associates or business partners of either Party for the purpose of performing this Agreement, provided that the recipients of the Confidential Information are bound by the obligation of confidentiality to at least the same extent as set forth in the Agreement.

**11.3** Information in the form of “brief information about the reference order” saying that DataSentic is a service provider for the Customer, including the use of the logo of the Customer / DataSentic and their contact persons are both Parties entitled to disseminate without the consent of the other Party in appropriate way maintaining the good reputation of the other Party, and without committing unfair competition, resp. any other infringement.

## **12. FINAL PROVISIONS**

**12.1 Entire Agreement.** The Agreement including these Terms constitutes the complete and exclusive agreement between the Parties concerning the use of the Service and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of these Terms.

**12.2 Governing Law.** These Terms shall be governed by Czech Law. The Convention on Contracts for the International Sale of Goods will not apply. Any Law which provides that the language of a contract shall be construed against the drafter will not apply to these Terms. This paragraph will be interpreted as broadly as applicable law permits.

**12.3 Arbitration.** All disputes arising from the Terms and / or the Agreement and / or the Order or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.

**12.4 Amendments.** DataSentic may amend these Terms at any time. DataSentic shall notify the Customer of changes to the Terms by email at least 30 days before the change becomes effective. The Customer is entitled to terminate the Agreement at any time until the amendment to the Terms takes effect. If the Customer does not terminate the Agreement within the specified period of time, the Customer shall be deemed to have accepted the change of the Terms.

**12.5 Waiver, Severability, Headings.** DataSentic's waiver of any default or breach of these Terms will not constitute a waiver of any other or subsequent default or breach. In the event any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. The headings in these Terms are for the convenience of reference only and have no legal effect.

**12.6 Notices.** Where the law or the Agreement require communication in writing, it is sufficient if the message is sent by email or other means of electronic communication that leave no doubt as to the content of the message and the sender. Customers may send us any material notice via email to (info@datasentic.com).

**12.7** This current version of the Terms is valid and effective as of June 1, 2025.