CEDA

General terms and conditions for the use of CEDA web services

Art. I.
Basic provisions

1) These General Terms and Conditions (hereinafter referred to as "**GTC**") of CEDA Maps a.s., with registered office at Jihlavská 1558/21, 140 00 Praha 4, ID No.: 26429632, VAT No.: CZ26429632 (hereinafter referred to as "**CEDA**" or "**Provider**") form an independent part of the content of all contracts for the provision of web services concluded between the Provider and the Customer. An individual contract concluded between the Provider and the Customer (hereinafter also referred to as the "**Contract**") may set out the terms and conditions of the provision of web services in a manner that deviates from these GTC. The deviating provisions of the contract shall prevail over the wording of these GTC. Terms used in these GTC have the same meaning throughout the text of the contract.
2) These GTC are part of the invoice, advance invoice or contract proposal.
3) The parties to the contractual relationship declare and agree that the conclusion, modification or termination of the contract may also be effected by electronic communication.

Art. II.
Conclusion of a contract for web services

1) The contract must be in writing. Conclusion of the contract in a form other than in writing is excluded.
2) The conclusion of the contract occurs at the moment of attaching the signatures of both parties to the contract or by expressing the consent (e.g. in the text of an e-mail message or in the text of a separate order) of the Customer to the Provider's offer, even by means of remote communication (e.g. in the form of a click-wrap).
3) For the purposes of these GTC, an offer means a written proposal by the Provider for the conclusion of a contract containing at least the identification of the contracting parties, the scope of the services to be provided (type, number/scope, territory, etc.), the duration of the services, the scope of the license to the deliverables, the amount of the fee, and a reference to these GTC. Any other legal act not containing at least the elements mentioned in the previous sentence is not an offer and does not bind the Provider to any performance

Art. III.
Subject of the web services

1) CEDA web services are a set of web-based software tools for using maps and databases. The services are accessible through a web interface, possibly in the form of a Javascript SDK, or in another way specified in the contract, or on the Provider's internal website.
2) The description of the individual web services is contained in the contract or on the Provider's website https://developers.ceda.cz/.
3) Web services are provided in licensing models based on:
    A. the number of tracked/controlled objects (**Asset tracking**)
    B. the number of queries for each service (**Transactional**)
    C. number of users (**User**)
    D. predefined multilicenses for the organization (**Corporate**)
4) Each of these licensing models can also be provided in an OEM variant with limited use to specific applications or services provided by the Customer to third parties.

Art. IV.
Reward and payment terms

1) Web services may be provided for a fee or free of charge.
2) If the provision of services is for a fee, the Customer is obliged to pay the Provider a fee in the amount agreed in the contract based on the price list of the selected licensing model. In addition to the remuneration, the Client shall pay the Provider value added tax in the amount corresponding to the legal regulations valid and effective on the date of issue of the relevant tax document.
3) The Client shall pay the Provider the remuneration for the provision of CEDA services on the basis of a tax document - invoice (hereinafter also referred to as "**invoice**") issued by the Provider.
4) The remuneration is payable within 14 calendar days from the date of delivery of the invoice to the Client, also electronically.
5) The invoicing period is the calendar month. If the individual invoiced amount on a single invoice is less than CZK 5,000 excluding VAT, the Provider may extend the invoice period, even repeatedly, so that the stated amount on a single invoice is exceeded. However, the invoice period shall in no case exceed 12 months.
6) Payment of the remuneration shall be understood as the crediting of the relevant amount to the Provider's account specified in the contract.
7) In the event of a breach of the Client's obligation to pay the Provider the fee, the Provider is entitled to prevent the Client from accessing the Web Services and to withdraw from the contract.
8) If the contract is agreed for a period longer than 12 consecutive months and the remuneration is paid repeatedly for a certain period, the Provider is entitled to unilaterally increase the total agreed remuneration for the given period by the increment of the average annual consumer price index announced by the Czech Statistical Office (hereinafter also referred to as "**inflation**") for the calendar year preceding the year in which the invoice for the given period is to be issued. The Provider is entitled to increase the agreed remuneration by inflation for each calendar year only once. Inflation may be taken into account for all preceding years for which it has not been applied at any time during the term of the contract, provided that in such a case the increases in the average annual consumer price index published by the Czech Statistical Office for the preceding calendar years are added together. For the avoidance of doubt, it is agreed that in the event of a negative inflation rate, the price shall not be reduced.
9) The Provider is obliged to notify the Client in writing of the increase of the remuneration according to the previous paragraph no later than with the invoice for the period for which the invoice is issued. The notification must include the rate of inflation, the increased remuneration and the method of calculating the increase in remuneration.

Art. V.
License

1) The Customer is entitled to use the subject web services only in accordance with the contract.
2) If the Customer uses software or a database as part of the service, the Provider grants the Customer the right to use them to the extent and in relation to the Customer's specific service or application (hereinafter also referred to as the "**licence**") specified in the contract, unless otherwise specified.
3) Terms and Types of License:
    A. Asset Tracking - in the case of a license model for tracking or controlling the movement of objects (vehicles, persons, objects, animals, etc.), a license is granted for the tracking/control of a single object. In the case where it is not possible to identify the specific object to which the licence relates, the licence is granted for a virtual object, with the proviso that the outputs using the activities for this one virtual object may be transmitted to and used by no more than one real object at any point in time.
    B. Transactional - In a transactional licensing model, the license is granted for each individual Web Services call, unless otherwise specified.
    C. User - In the case of a user licensing model, a license is provided for a single user. This is a non-transferable (not floating) license, but can be used across all physical stations (PC, mobile phone, tablet, etc.) that a particular user works with.
    D. Corporate - in the case of the corporate licensing model, the license is provided for use within the corporate network and within the customer's internal applications.
4) In the event of the need to transfer the licence to another user, object, etc., the customer is first obliged to prevent the access of the original user, or physically disconnect the tracking device from the object, etc. In the event of transferring the licence from one user to another, or from one object to another, the customer is entitled to continue to use the historical data acquired by the original user, or in connection with the original object, without the need to extend the number of licences.
5) In the case of an OEM license, the Customer is entitled to use the services only in its own applications and products intended for use by third parties specified in the Agreement.
6) The Customer shall be entitled to use data and outputs in the process of use for the creation of derived, qualitatively new information such as analyses on top of its own data, calculations of envelope zones, calculation of distance matrices, etc. without final definition. The customer is entitled to use these analyses only for its own use and in the context of communication with its partners and customers. For these derived outputs the customer is obliged to indicate the data source in the form "Map data © <current year> CEDA".
7) The Customer is obliged to ensure the security of all access data transmitted by the Provider under the contract against misuse by third parties. In the event that such misuse occurs, he is obliged to inform the Provider immediately. If he fails to do so, the Customer shall be liable for any damage caused.
8) Unless expressly agreed otherwise, the Customer is not entitled to alienate, lend, assign, reproduce, distribute or otherwise transfer the outputs obtained on the basis of the Web Service, i.e. digital maps or data, or parts thereof.
9) The Customer is not entitled to use the data (maps, outputs from the services) for the creation of any commercial or non-commercial product similar to the web services that are the subject of the contract, for any purpose, including sale or rental or gift to third parties. The data content of the web service output may not be used in the creation of commercial or non-commercial digital maps and databases.
10) The Customer acknowledges that the Provider is entitled to make continuous updates to the functions and interface of the web service and the data content.
11) The Customer is not entitled to grant a sub-licence, assign a licence or rights to the web service, output from the web service, application or database, or their performance, nor to make the web service available in any other way than as provided for in the contract, even to a person who forms a concern with the Customer pursuant to § 79 et seq. of Act No. 90/2012 Coll., on Business Corporations, as amended, unless otherwise stipulated in the contract.
12) If the contract allows the Customer to grant a sub-licence to third parties, the sub-licence is granted only to the extent of normal use of the outputs of applications using the web service, unless otherwise agreed.
13) If the contract allows the customer to grant a sub-licence (allow access) to the web services to third parties, the customer is always obliged to:
    - mark each output from the web service (if technically feasible) and the related documentation or document with the text "Map data: © <current year>

CEDA, ČUZK" in the case of services for the Czech Republic and Slovakia

- mark each output containing TomTam data only and in the case of services covering other territories with the text "Map data: © <current year> CEDA, ČUZK, TomTom";
- mark each output containing Openstreetmap data only and in the case of services covering other territories with the text "Map data: © <current year> Openstreetmap and contributors";
- to inform the third party in writing about the existence of the Provider's copyright and the prohibition of using the web service by the third party for other than normal use of the outputs of applications using the web service, unless otherwise agreed.

Art. VI.
Liability for damages and defects

1) The Customer acknowledges that the Provider is not responsible for the suitability of the use of the Web Service for the purpose chosen by the Customer or for the results resulting from the use of the Web Service.
2) The Customer acknowledges that the Provider shall not be liable for any defects in the use of the Web Service caused by improper hardware or software setup or equipment of the Customer.
3) The Provider shall be solely responsible for the positional accuracy and timeliness of the data at the time of data collection and processing, as is normal to the nature of the Web Service, and for the availability of the services pursuant to Article VII. GTC
4) The customer's right to claim for defects in the web service (claims) is not affected by the above, but only claims for defects that are clearly disproportionate to the technical nature of the web service may be made.
5) The Customer acknowledges that the Provider will remove the claimed defect and reflect its removal in the Web Service within 8 months of its reporting at the latest.

Art. VII.
The level of services provided

1) During the calendar month (hereinafter referred to as the period) of the web service provision, the web interface shall be functional and available to the Customer at least 99% of the time.
2) The Customer shall be entitled to claim compensation for the unmet service level within 30 days of the end of the period in which the failure occurred. If he fails to do so, his claim shall cease on that date.
   The customer is entitled to claim compensation for the failure to meet the level of the web service provided according to the following table:

Percentage of availability	Number of days of free service added at the end of the provision period
< 99,0% – >= 98,0%	3
< 98,0% – >= 95,0%	6
< 95,0 %	15

3) The web service availability provisions of the preceding paragraphs shall not apply to any defects (i) caused by factors beyond the Provider's control (force majeure); or (ii) caused by the Customer's or a third party's equipment or a combination thereof (which are not primarily within the Provider's control); or (iii) resulting from the action or inaction of the Customer or a third party.
4) 3) Definition of web services availability:
   a. An outage occurs when the service returns an operational error or returns no response in more than five percent of the calls while this condition persists for at least 10 consecutive minutes. An outage is determined based on the output from the Web service server. An outage is also considered to be a situation where the server is running, but is not accessible from the Czech Internet backbone at a given moment.
   b. If a Scheduled Outage is notified to the Customer at least 3 days prior to the date of such Outage, the Scheduled Outage shall not be counted as an Outage for the purposes of evaluating the level of post-service. The total length of Scheduled Outages during a calendar year is less than 24 hours.
   c. The percentage of availability represents the total number of minutes of the period when the service was operational divided by the total number of minutes of the period minus the number of minutes of scheduled outages.

Art. VIII.
Sanctions

1) In the event of the Client's delay in payment of the fee, the Client shall pay the Provider a contractual penalty of 0.1% of the amount due for each day of delay.
2) In the event of a breach of the Client's obligations set out in Article V, Paragraph 5, 6 or Article XI of these GTC, the Client shall be obliged to pay the Provider a contractual penalty of CZK 10,000 for each individual breach of obligation.
3) In the event of a breach of the Client's obligations set out in Article V, Paragraph 7 or 8 of these GTC, the Client shall be obliged to pay the Provider a contractual penalty

of CZK 1,000,000 for each individual breach of obligation.
4) The Client's obligation to compensate for damages shall not be affected by the contractual penalty. The Provider is entitled to claim compensation from the Client for damages and non-pecuniary damage caused by the breach of the obligation to which the contractual penalty applies, in addition to the contractual penalty

Art. IX.
Withdrawal from the contract

1) The Provider shall be entitled to withdraw from the contract if the Client has breached any of the obligations set out in Article V, paragraphs 5, 6, 7, 8, 10, 11, 12 and Article XI of these GTC, as well as in the event of repeated material breach of other provisions of the contract by the Client within the meaning of Section 2002 of the Civil Code. Repeated breach of the contract shall mean every second and subsequent breach of the same obligation stipulated in the contract.
2) The Client is entitled to withdraw from the contract in the event of repeated material breach of the contract by the Provider within the meaning of Section 2002 of the Civil Code. Repeated breach of contract means every second and subsequent breach of the same obligation stipulated in the contract.
3) Withdrawal from the contract must be delivered to the other party in writing and shall take effect at the moment of its delivery to the other party.
4) The effects of the withdrawal shall not affect the claims of the parties to contractual penalties, damages or other provisions which, according to the expressed will of the parties or by their nature, are intended to survive the termination of the contract.

Art. X.
Duration of the contract

1) The contract is concluded for a period of 12 months from the date of its entry into force, unless otherwise agreed.
2) A contract agreed for a fixed term may be extended by written agreement between the parties by concluding a written amendment to the contract.
3) The contract may be automatically extended by default, i.e. by payment of an invoice delivered to the customer before the expiry of the period for which the contract is agreed. The extension may also occur if the Customer continues to use the Web Services after the expiry of the contract term and the Provider does not express its wish for the contract to end at least one month before the expiry of the contract term. For the purposes of this paragraph, the invoice delivered to the Customer shall be deemed to be an offer to extend the contract on the terms and conditions agreed in the contract, the duration of which is extended and with the remuneration set out in the invoice. The duration of the contract shall be extended under the terms of this paragraph for a period of 12 months at any time, unless otherwise agreed. Article II of these GTC shall apply mutatis mutandis to the procedure for negotiating the extension of the contract.
4) For the purpose of extending the contract according to this article of the GTC, the GTC valid and effective at the time of conclusion of the contract amendment or at the time of payment of the invoice shall apply to the contract.

Art. XI.
Personal data protection

1) The Provider informs the Client within the meaning of Article 13 of 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 (General Data Protection Regulation) that it will process the identification and contact personal data of the Client, its statutory bodies and contact persons in connection with the performance of the contract. The processing of personal data by the Provider shall be carried out only to the extent necessary for the purposes of the performance of the contract, and for the period necessary for the performance of the contract, but at least for the period specified by the relevant legal regulations. The personal data processed will not be transferred to any third parties, except to an external accounting firm, a legal office and an auditor, on the basis of a contract for the processing of such data. Detailed information on the processing of personal data by the Provider, including the principles of such processing, is available on the Provider's website https://ceda.cz/ochrana-informaci.

Art. XII.
Final provisions

1) The rights and obligations under the contract are governed by Czech law.
2) The Provider is entitled to change these GTC to a reasonable extent. In such a case, the Provider is obliged to publish the updated version of the GTC on its website without undue delay or send it to the Client's e-mail. For the purposes of the Contract, the GTC shall always be valid and effective at the time of conclusion of the Contract or an amendment to the Contract or at the time of negotiation of any change in the subject matter of the Contract.
3) The Customer is obliged to stop using the web services within 7 days of the termination of the contract at the latest.