

Terms of Use for the Provision of mHub Cloud

Effective 1st September 2024

Introductory Provisions

These Terms of Use for the Provision of Services (hereafter “Terms”) of mHub Cloud are an integral part of the Agreement on the Provision of Services (hereafter “Agreement”) concluded between the company Cross Masters s.r.o., with its registered office at Plynární 1617/10, Praha 7 170 00 ID No.: 06812279, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 289445, as the provider of the Service (hereafter „Provider“) and the second party to the Agreement, i.e. the customer who wishes to use the Service (hereafter „Customer“). The Provider and Customer shall hereafter be referred to together as “Parties”.

In case of any discrepancies between the provisions of the Terms and the provisions of the Agreement, the provisions of the Agreement shall prevail. The subject matter of the Agreement is to allow the Customer to use the Service in the manner and under the conditions stipulated in the Agreement and the Terms. The Customer uses the Service for its own purposes, or for the purposes of its clients, if it is agreed so in the Agreement. The definitions contained in these Terms are relevant both for the Terms and the Agreement.

1. Definition of Terms

- 1.1 **“Authorized User”**: Authorized User means any natural person acting on behalf of the Customer, mainly an employee of the Customer, or another natural person cooperating with the Customer, who has been registered to access the Service and has agreed with the Agreement and the Terms, or an employee of the Provider tasked with maintenance of the Service.
- 1.2 **“Implementation”**: The Service may require implementation. Implementation means the process of connecting the Customer to the Service and enabling the processing of Incoming Data and the dispatch of Outgoing Data to end platforms specified by the Customer. During Implementation, Incoming Data is modified or pre-processed in order to be correctly handled by the Service. Similarly, the end platforms of the Customer are configured to properly receive Outgoing Data. Implementation is performed by the Customer, based on the instructions and with the cooperation of the Provider.
- 1.3 **“Incoming Data”**: Incoming Data means the data and information related to activities of the Customer or its clients, which are provided by the Customer to

the Provider for the purpose of processing by the Service. Incoming Data includes both data coming directly from the Customer or its clients, and data coming from analytical and marketing platforms (e.g. Google Analytics, Facebook, Google Ads) used by the Customer or its clients. If the Agreement provides that the Customer will use the Service to process the Customer's clients' data, the term „Incoming Data“ used herein shall be understood as the Incoming Data of the clients of the Customer.

- 1.4 **“Outgoing Data”**: Outgoing Data means the result of the processing of Incoming Data by the Service.
- 1.5 **“Product Plan”**: Product Plan means the specific pricing plan of the Service agreed upon between the Parties, determining the extent of the provision of the Service and operations related to the setting up and maintenance of the Service, and the costs to be incurred for the provision of the Service.
- 1.6 **“Service”**: Service means mHub Cloud and any related services ordered by the Customer from the Provider.
- 1.7 **“Standard Operation”**: Standard Operation means the period of time starting upon the Agreement coming into effect and ending upon termination of the Agreement. During Standard Operation, Incoming Data is processed by the Service and Outgoing Data is dispatched to end platforms specified by and configured for this purpose by the Customer.
- 1.8 **“User Account”**: User Account means an account allowing the Authorized User to access and use the Service. The creation of a User Account is a condition for Authorized Users to be able to access the Service.

2. Rights and Obligations of the Customer

- 2.1 **Creation and Use of User Accounts**. In order to access the Service, every Authorized User must create a User Account. During the registration process, the Authorized User is required to provide certain information, including a password for the User Account. Alternatively, the Authorized User may use third-party authentication (OAuth) to access the Service. Authorized Users agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. The Provider reserves the right to suspend or terminate a User Account if any information provided during the registration process or thereafter proves to be inaccurate, incomplete, or not current. Authorized Users are

responsible for protecting their passwords from abuse or disclosure. The Customer is responsible for any activities performed using the User Account, whether or not such activities were authorized by the Customer. The Customer is obligated to immediately notify the Provider of any unauthorized use of a User Account. The Customer agrees to ensure that all Authorized Users will comply with their obligations and is fully responsible towards the Provider for such compliance by its Authorized Users.

- 2.2 **Purpose of Use of the Service by the Customer.** The Customer may access and use the Service solely for its internal business purposes and may not resell the Service to third parties, unless the Agreement provides otherwise.
- 2.3 **Age Limitation.** The Service is intended solely for persons over the age of 18. Any access to the Service or the User Account by a person below the age of 18 is prohibited. By using the Service and the User Account, all Authorized Users affirm that they are at least 18 years of age.
- 2.4 **Personal data.** The Customer agrees not to supply the Provider, both in the framework of the Incoming Data and any other framework, with any personal data above and beyond the agreed scope of data required for the proper functioning of the Service. The detailed regulation of handling personal data is contained in the Data Processing Agreement and the Provider's Privacy Policy.
- 2.5 **Prohibited Activities of the Customer.** The Customer shall not attempt to interfere with or disrupt the Service. The Customer shall not allow the Service to be accessed or used by anyone other than Authorized Users. The Customer shall not copy, modify, create derivative works from, or distribute any portion of the Service. The Customer agrees not to disassemble, decompile, or reverse-engineer the Service or the software used for the provision of the Service, or to allow any third party to do so. The Customer acknowledges and agrees that the Provider neither monitors nor polices Incoming or Outgoing Data and that the Provider shall not be responsible for the content of Incoming or Outgoing Data. The Customer shall use the Service solely for legal purposes and in accordance with all applicable legal regulations. In the use of the Service, the Customer may not transmit (a) unsolicited commercial communications, (b) materials infringing intellectual property rights or materials that have been obtained unlawfully, (c) data containing computer viruses or other harmful programs.
- 2.6 **Cooperation and Assistance.** As a condition for the provision of the Service by the Provider under the Agreement and the Terms, the Customer shall render to

the Provider any and all assistance and cooperation necessary, particularly with regards to:

- a) the provision of access to information that may be reasonably required by the Provider for the provision of the Service, mainly access to the automatic loading of Incoming Data (the possibility of such access differs according to the type of the system),
- b) the provision of access to the Customer's analytical and marketing platform accounts (e.g. Google Analytics, Facebook, Google Ads),
- c) assistance of the Customer's personnel, as may be reasonably requested by the Provider from time to time,
- d) at its discretion, the provision of feedback, comments, and suggestions for improvements relating to the Service (hereafter "Feedback"),
- e) the maintenance of an e-mail address to which the Provider shall send notifications on the changes or updates of the Service, to which a responsible person shall be appointed by the Customer for the processing of such notifications.

2.7 Marketing Support. For the Duration of the Agreement and the period after the termination of the Agreement, the Customer grants the Provider, free of any charge, the right to publish the corporate name, brand and logo of the Customer—along with the information that the Customer is the client of the Provider—on the Internet and in presentational and marketing materials of the Provider. In case of agreement between the Parties, the Customer may participate in customer case studies organized by the Provider.

2.8 Enforcement. The Customer is responsible for all activity occurring under its, and its Authorized Users', use of the Service. The Customer shall ensure, and at the request of the Provider prove with evidence, that all Authorized Users have read in detail, understood and agreed to the terms of the Agreement and the Terms, and that they strove to comply with the Agreement and the Terms. The Customer shall promptly notify the Provider of any suspected or alleged violation of the Agreement, including any unauthorized use of any password or account, or any other known or suspected breach of security. The Customer shall cooperate with the Provider with respect to:

- (a) any investigation of a suspected or alleged violation of the Agreement carried out by the Provider, and
- (b) any action to enforce the Agreement undertaken by the Provider. The Provider may suspend or terminate any Authorized User's access to the Service upon notice to the Customer if the Provider reasonably determines that the Authorized User violated the Agreement.

- 2.9 **Telecommunications and Internet Service.** The Customer acknowledges and agrees that the use of the Service by the Customer and by the Customer's Authorized Users is dependent upon access to telecommunications and Internet services. The Customer shall bear sole responsibility for the acquisition and maintenance of any and all telecommunications and Internet services, and other hardware and software required to access and use the Service, and, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. The Provider shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from the use of any such telecommunications and Internet services.
- 2.10 **Responsibility for Incoming Data.** The Customer acknowledges it is solely responsible for the content of all Incoming Data and ensuring that the structure of Incoming Data complies with the format used by the Service. The Provider is in no way responsible for interruptions in the operations of the Service caused by the provision of faulty data on the part of the Customer.

3. Rights and Obligations of the Provider

- 3.1 **Modification of the Service.** The Provider reserves the right to modify, update, change, discontinue or terminate the Service. Should changes made to the Service require or entail the usage of additional software or hardware by the Customer in order to benefit from the full capabilities of the Service, the Provider shall notify the Customer of such additional requirements sufficiently in advance. The Customer acknowledges that within the Service, automatic notifications related to changes to the Service may be sent to the e-mail addresses connected with Authorized Users' accounts.
- 3.2 **Customization of the Service.** In case of the Customer's request for the customization of the Service, which does not deviate from the overall concept of the system, the Provider may consider acting upon such a request and potentially modifying the Service accordingly. All such updates and customizations are solely the intellectual property of the Provider.
- 3.3 **Modification of Incoming Data.** The quality of the results provided by the Service depends on the quality and condition of Incoming Data. In order to maintain a standard of quality of the results, the Service may automatically detect and correct some recurring deficiencies in Incoming Data.

- 3.4 **Protection and Storage of the Data.** If the Parties have explicitly agreed that the Provider shall store Incoming and/or Outgoing Data beyond the immediate time period necessary for its processing, the Provider shall maintain appropriate protection and archival procedures to store Incoming and Outgoing Data. The provider will monitor systems operations and respond promptly to any disruption therein. The Provider is not responsible for any loss, damage, change, or breach of confidentiality related to Incoming and/or Outgoing Data caused by any third party. In the event of any corruption or loss of the Customer's data, the Provider will use commercially reasonable efforts to restore the data from the current backup. The Provider reserves the right to establish or modify its general practices and limits relating to storage of the Customer's data.
- 3.5 **Industry Benchmarks.** The Customer agrees with the processing of its data and its use for the improvement of the Service. The Customer's data may be used to improve the algorithms used in the Service, to continually improve the Service, or for use within industry benchmarks and summary reports on the performance of the Service. The Provider may publish or transfer data from industry benchmarks or summary reports in cases where it is impossible to determine the identity of the Customer, and where such publication or transfer is in accordance with applicable laws. The Provider and the Customer have the right to publish summary reports and share them among their clients.
- 3.6 **Availability of the Service.** The Provider guarantees the availability of the Service to the extent stipulated in the Service Level Agreement, to be calculated in accordance with the mechanism laid out therein.

4. Payments

- 4.1 **Types of Payments.** Payments related to the Service are divided into three categories:
- a) Subscription fees for the Service, payable to Microsoft Corporation on a monthly basis, according to the subscription fee set for the Product Plan selected by the Customer;
 - b) Usage costs, payable to Microsoft Corporation based on the real usage of resources comprising the instance of the Service, according to the rates set by Microsoft Corporation for such usage;
 - c) On-demand support fees, payable to the Provider for additional services related to the Service rendered to the Customer, at a rate agreed upon between the Customer and Provider. The Provider shall invoice fees for on-

demand support retroactively, after the end of the month in which such support was provided.

4.2 General Principles for Invoicing and Payments. The following general principles apply, unless agreed otherwise by the Parties:

- a) The Customer may make payments using electronic payment methods or using wire transfers based on invoices issued by the Provider.
- b) All invoices issued by the Provider to the Customer shall be due for payment within 14 days of being issued.
- c) Invoices shall be sent to the Customer electronically through a web interface, to an e-mail address provided by the Customer during installation of the instance of the Service, or by another means agreed upon by the Parties.

4.3 Taxes and fees. Unless otherwise agreed, all costs related to the Service included in the Terms or the Agreement are presented exclusive of any taxes (e.g. VAT), duties, fees or other charges imposed by legislation or any government authority. The total amounts payable shall be increased appropriately to account for all such taxes and fees.

4.4 Change of the Service or Pricing Plan. The Provider has the right to change the provided Service or the current Pricing Plan of the Service without prior consent of the Customer. The Provider shall notify the Customer of any such changes. In the event of such changes, the Customer is entitled to terminate the Agreement.

5. Intellectual Property Rights

5.1 No Licence to the Service. No rights or licences to the Service are being transferred to the Customer.

5.2 Licence to Service customizations. In cases where the Customer provides its Intellectual Property to the Provider for the purpose of ensuring the proper operation of the Service, the Customer grants to the Provider a non-exclusive, territorially and temporally unlimited, and free-of-charge licence and consent to the use, modification and incorporation of this Intellectual Property into the Service, including the right of the Provider to freely use and sell the modified Service, without any rights or claims arising on the side of the Customer.

- 5.3 **Licence to the Data.** The Customer grants to the Provider a non-exclusive, territorially and temporally unlimited and free-of-charge licence and consent to use and modify the Incoming and Outgoing Data of the Customer.
- 5.4 **Customer's Code.** If the Customer uses its own code for the operation of the Service, the Customer grants to the Provider a non-exclusive, territorially and temporally unlimited, and free-of-charge licence and consent to the use, modification and incorporation of such code into the Service, including the right of the Provider to freely use the Service modified with such code, without any rights or claims arising on the side of the Customer.

6. Confidential Information

- 6.1 **Definitions and Exclusions.** By virtue of this Agreement, the Parties may be given access to each other's confidential information (hereafter "Confidential Information"). The Provider's Confidential Information includes, without limitation, all commercial and technical information relating to the Service, as well as methods, processes and know-how relating to the Service, and any software used in relation to the Service, whether in source or executable code, documentation, non-public financial information, pricing other than pricing publicly disclosed on the Provider's website or on other websites where the Service is advertised or sold, business plans, techniques, methods, processes, and the results of any performance tests of the Service. The Customer's Confidential Information includes, without limitation, the access details to the User Accounts and to the Service and the Incoming Data. Confidential Information shall not include information that:
- a) is or becomes publicly known through no act or omission of the receiving party,
 - b) was in the receiving party's lawful possession prior to the disclosure, or
 - c) is independently discovered by the receiving party, with the party being able to prove the independence of such a discovery in writing.
- 6.2 **Obligation of Confidentiality.** For the duration of the Agreement and for a period of three years after termination of the Agreement, neither party shall make the other's Confidential Information available to any third party or use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed in violation of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance.

Confidential Information may be disclosed as required by any governmental agency if such obligations ensue from applicable law, provided that the disclosing party provides the non-disclosing party with an advance notice of such disclosure.

7. Service Functionality

- 7.1 **Planned Outages of the Service.** The Provider shall inform the Customer about planned outages of the Service, as necessary for the maintenance and/or updating of the Service. Unavailability of the Service due to such outages shall not constitute a breach of the Agreement on the part of the Provider.
- 7.2 **Disclaimer of Responsibility of the Provider.** The Provider disclaims any and all warranties and liabilities pertaining to defects in the Service already existing prior to the commencement of the Agreement, in cases where the Provider is not responsible for the occurrence of such defects. The Provider further disclaims any and all warranties and liabilities pertaining to damages on the side of the Customer arising from the use of the Service, as well as claims, losses, or damages caused by:
- (a) errors or omissions in any information (including Incoming Data) supplied to the Provider by the Customer in connection with the Service,
 - (b) any actions taken by the Provider at the Customer's direction,
 - (c) use, by the Customer or by any Authorized User, of any third-party products, services, software or websites.

8. Personal Data Processing

- 8.1 **Privacy Policy.** The Provider may process personal data as part of its operation of the Service. Details of how the Provider processes such data are contained in the Provider's Privacy Policy.
- 8.2 **Data Processing Agreement.** The Parties must sign a Data Processing Agreement, as defined under Articles 28 et seq. of the General Data Protection Regulation (GDPR), upon mutual agreement of the Parties to engage in the processing of personal data within the scope of the Service.

9. Duration and Termination of the Agreement

- 9.1 **Duration of the Agreement.** The Agreement is concluded for an indefinite period of time. The Agreement shall come into effect upon successful

deployment of an instance of the Service into the Customer's Microsoft Azure subscription.

9.2 Termination of the Agreement. The Agreement can be terminated:

- a) by mutual agreement of the Parties, with the effect as to the date agreed between the Parties,
- b) by a written withdrawal under conditions stipulated below, with the effect as to the date of delivery of the withdrawal notice to the other Party,
- c) by removal of an installed instance of the Service from the Customer's Microsoft Azure subscription, with immediate effect, or
- d) in cases stipulated in the Terms or relevant law.

9.3 Withdrawal. The parties may withdraw from the Agreement in the following cases:

- a) In cases stipulated by the relevant law,
- b) in cases stipulated by the Agreement or the Terms,
- c) in case of any breach of the Agreement or the Terms by the other party, in case that the other party was notified of the breach in writing but has not provided a remedy for such a breach within 10 days following the receipt of the notification, or
- d) in the event of insolvency of any party.

10. Rights and Obligations upon Termination of the Agreement

10.1 Termination of the Use of the Service. Upon termination of the Agreement, the Customer's and its Authorized Users' right to access and use the Service shall be immediately rendered void, and the Customer and its Authorized Users shall immediately cease all use of the Service, and shall return to the Provider and make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the Provider.

10.2 Deletion of Data. Any Incoming Data loaded into the Service shall be deleted, usually at the end of the month following the month in which the Agreement was terminated.

10.3 Survival. Any provisions within the Agreement and the Terms of Use which by their nature are intended to survive termination shall continue to be fully enforceable following the termination of the Agreement.

11. Final Provisions

- 11.1 **Governing Law.** The Agreement shall be governed by the laws of the Czech Republic. Any disputes regarding the relationship between the Provider and the Customer and their rights and obligations following from the Agreement, as well as disputes regarding the fulfilment of the Agreement, shall be resolved by competent courts of the Czech Republic having substantive and local jurisdiction.
- 11.2 **Transfer of Rights under the Agreement and Assignment of the Agreement.** The Customer may not assign or transfer the Agreement, in whole or in part. The Provider may assign or transfer any and all rights under the Agreement to a third person without the consent of the Customer. The Provider may assign the Agreement, in whole or in part, to a third party without the consent of the Customer.
- 11.3 **No Exclusivity.** The Agreement does not limit either party in signing a similar agreement with a third party in the future.
- 11.4 **No Waiver of Rights.** No failure or delay by either party in exercising any right under the Agreement shall constitute a waiver of that right.
- 11.5 **Amendments to the Agreement and the Terms.** The Agreement (including the Terms) may be amended only by a written agreement of both parties or by means stated in the Agreement or the Terms.
- 11.6 **Modification of the Terms.** The Provider has the right to modify the Terms. The Provider shall do so by displaying the modified text of the Terms on its website and notifying the Customer in writing of this modification, including in such a notification the means to access the modified text of the Terms. The modification of the Terms comes into effect, and thus becomes a part of the Agreement, on the fifteenth day after the aforementioned notification was sent to the Customer, unless a longer period is stipulated in the modified Terms. The Customer has the right to refuse the modified Terms. This shall be done by written notice, delivered to the Provider prior to the modified Terms coming into effect. For indefinite-term Agreements, this notification resolves in the termination of the Agreement with a notice period of 1 month from the first day of the month following the delivery of the notification. Definite-term Agreements

shall continue until their date of termination. In both cases, The Terms in effect prior to the modification shall be applicable during this period.

- 11.7 **Severability.** If any provision of the Agreement is found invalid or unenforceable, that provision will be replaced with a valid and enforceable clause intended to effect the parties' original intent to the maximum extent permissible, and the remaining provisions of the Agreement shall remain in effect.
- 11.8 **Force Majeure.** Neither party shall be liable for any delay in the fulfilment or non-fulfilment of its obligations under the Agreement or for damage or penalties which would otherwise be valid if the delay or non-fulfilment resulted from an event of force majeure. Force majeure here means, without limitation, storms, floods, and other natural disasters, as well as traffic delays, electricity shortages, vandalism, terrorism, sabotage, riots, or changes in legislation valid at the time of conclusion of the Agreement.
- 11.9 **Entire Agreement.** The Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of the Agreement.
- 11.10 **Declaration of Acceptance.** Upon signing the Agreement, the Customer affirms that such action aligns with its business operations. Furthermore, the Customer acknowledges having thoroughly reviewed the Agreement and the Terms, including any annexes, comprehending their contents entirely. The Customer asserts that the Agreement was entered into voluntarily, exercising full autonomy, without coercion or undue influence, and with a clear, earnest, and serious intention.
- 11.11 **Inconsistencies between Documentation.** Should any discrepancy arise between the terms outlined in the Agreement and those articulated within these Terms, the provisions set forth in the Agreement shall take precedence, to the extent intended. Furthermore, in instances where specific deviations from these Terms are incorporated into the Agreement and subsequent renumbering occurs within these Terms, such deviations shall apply to provisions that most closely align in substance with the original wording from which the deviation was derived.

Annex 1: Data Processing Agreement

- 1. Agreement.** In relation to Art. 2.4. and Art. 8.2 of the Terms, this Annex 1 constitutes a data processing agreement between the Customer and the Provider within the meaning of Art. 28 et seq. of the General Data Protection Regulation (hereafter “**Regulation**”). The Annex forms an integral part of the Terms of Use and the Agreement on the Provision of Services (hereafter “**Agreement**”). In the framework of the provision of the Service by the Provider, the Customer provides data to be processed by the Service, some of which may have the character of personal data, as understood by the Regulation. In relation to this data, the Customer is the data controller, and the Provider is the data processor as understood by the Regulation. This Annex regulates the rights and obligations related to the processing of this data within the scope of the Agreement. During the term of the Agreement, the Provider and the Customer agree to manage data having the character of personal data under the Regulation in the fulfilment of the Agreement solely in accordance with the provisions stipulated below.
- 2. Scope.** The scope of the processing of data having the character of personal data under the Regulation supplied to the Provider by the Customer is limited by the purpose for which this data is supplied to the Provider by the Customer. This purpose includes the fulfilment of the Agreement and provision of the agreed-upon functionalities of the Service. The Provider is not entitled to—and agrees not to—carry out any other processing.
- 3. Obligations of the Customer.** By accepting the Terms and this Annex to the Terms, the Customer acknowledges that it is the controller of the data supplied to the Provider having the character of personal data under the Regulation, and it also acknowledges that this data is collected and processed by the Customer in accordance with the Regulation, that this data is accurate, corresponds to the stipulated purpose for which it was collected by the Customer and only to the extent necessary to fulfil such a purpose. By accepting the Terms, the Customer acknowledges that it has the legal grounds to possess and process the personal data and authorizes the Provider to possess and process the personal data, and agrees to maintain the validity of such legal grounds throughout the term of the Agreement.
- 4. Cookies.** The Customer agrees to comply with the legal regulations regarding the use of cookies which generate some of the data provided to the Provider for the purposes of processing. The Customer is obligated to inform the persons accessing its website about the use of cookies in the manner stipulated by law and/or request their active consent with the use of cookies, if required by the laws of the country of the Customer.

5. **Provided Personal Data.** For the fulfilment of the Agreement and depending on the selected option of the Service, the Customer will supply the Provider with data, including data which may be regarded as personal data as understood by the Regulation. The Customer agrees to, in sending personal data to the Service, only send data for which the appropriate consent has been granted by the relevant data subject, and to send such data in a pseudonymized form (hashed), without the reverse individualisation key, with the exception of data which, as determined by the Provider, must be provided in the original form to ensure proper operation of the Service.
6. **Purpose of Processing.** All data pursuant to Privacy Policy., i.e. data that may be regarded as personal data within the meaning of the Regulation and Other Data, is processed for the purpose of the fulfilment of the Agreement.
7. **Special Categories of Personal Data.** The Customer declares that it will not supply the Provider with any data that could be deemed to fall within the scope of any of the special categories of personal data under the Regulation. The processing of such data is not the subject of the Agreement and if it is ascertained that any data that could be deemed to fall within the category of special data under the Regulation has been provided, the Provider will not handle this data in any way, is entitled to remove it immediately from its databases and storage sites without replacement, withdraw from the Agreement, and the Customer is obligated to indemnify the Provider against any damages or penalties incurred as a result of the Customer's breach of obligation according to this paragraph, including any penalties imposed on the Provider by the personal data protection authority.
8. **Processing Requirements.** The Provider agrees to process the data supplied to it by the Customer in the context of the fulfilment of the Agreement solely for this purpose and in accordance with the Customer's written instructions. By entering into the Agreement and accepting the Terms and this Data Processing Agreement, the Customer instructs the Provider to process data that may be regarded as personal data under the Regulation, as well as Other Data depending on the Service plan as agreed upon in the Agreement. Any and all processing instructions or requests outside of the scope of those regularly provided with the respective Service plan shall be made by the Customer by e-mail to dpo@crossmasters.com. If any instruction or request is made by the Customer in any other manner, the Provider is not obligated to act upon such directions before the instruction or request is confirmed by the Customer in writing.
9. **Transfer to Third Countries.** The Provider declares that it transfers no data to third countries or to any international organizations, nor is it obligated to do so by virtue of

the legal regulations applicable to the Provider. The Customer acknowledges that data supplied to the Provider for the fulfilment of the Agreement may be stored on a cloud storage in the Microsoft Azure resource group of the Customer's instance of the Service, which the Provider will be able to access.

10. Transfer to Third-Party Platforms. The main purpose of the Service is to dispatch Incoming Data provided by the Customer to third-party analytical and marketing platforms. The Provider shall facilitate the dispatch of such data only at the express instruction of the Customer. The Customer assumes all responsibility for collecting the necessary permissions for the dispatch of such data.

11. Employees and Other Processors. The Provider agrees to ensure the maintenance of confidentiality by all its employees who, in the fulfilment of their activities, come or may potentially come into contact with data that could be regarded as personal data under the Regulation. This obligation of the Provider also applies if the Provider performs the processing using persons other than its employees, including other processors, if any. By accepting these Terms, the Customer grants to the Provider express consent to engage other persons, which could be regarded as other processors under the Regulation, provided that such persons will perform activities in relation to the data provided to the Provider by the Customer that the Provider would otherwise perform through its employees. The Customer's consent also applies to all persons in a contractual relationship with the Provider as of the date of execution of the Agreement and, based on the content of the contractual relationship, could be regarded as other processors within the meaning of the Regulation. The Provider agrees to inform the Customer of any change in these persons in advance.

12. Security. The Provider agrees to enact any and all appropriate technical and organizational measures to protect data supplied by the Customer and to adopt measures preventing unauthorized or accidental access to such data, their change, destruction or loss, as well as the unauthorized transfer, processing, or misuse thereof. If any of the above occurs, the Provider agrees to inform the Customer without delay, so as to ensure the Customer is able to comply with deadlines for the disclosure of incidents under the Regulation. The Provider agrees to demonstrate the existence and adoption of the aforementioned measures to the Customer without undue delay. Irrespective of any other measures, the Provider agrees to always protect the area where the fulfilment of the Agreement takes place and where the technical means through which the Agreement is performed are located from access by unauthorized persons and to internally define the circle of persons allowed access to these areas.

13. Commitments of the Provider. In fulfilling the Agreement, the Provider agrees to:

- a) process only data corresponding to the purpose set by the Customer in accordance with the Agreement and in the scope necessary to fulfil the set purpose,
- b) process provided data in accordance with the purpose for which it was collected by the Customer,
- c) maintain provided data only for the period required for the fulfilment of the Agreement,
- d) process provided data only based on the Customer's instructions and provide such data and the outputs of its processing to third parties only with the prior consent of the Customer,
- e) maintain data provided to it by the Customer only for the period necessary to fulfil the purpose of the processing,
- f) delete all data provided to it by the Customer after the termination of the Agreement and/or return the data to the Customer and delete any existing copies of such data, unless the law or other legal regulation imposes on the Provider an obligation to maintain the data.

14. Commitments of the Customer. In the performance of the Agreement, the Customer agrees to:

- a) if it is the processor and not the controller of the data supplied to the Provider, to inform the data controller, in a manner stipulated by the Regulation, of the Provider's engagement in the processing thereof,
- b) inform the users of its websites of the provision of the details of their activity on these websites to the Provider as the processor of this data; the Customer agrees to display this information in such a manner so that its websites' users, when entering data that is provided in the framework of the performance of the Agreement, are informed of the fact that this data is provided to the Provider for processing, in which scope it is provided, and of the purpose for which it is processed by the Provider.

15. Inspection. The Provider agrees to allow the Customer to inspect the technical and organizational measures for the protection of the provided data and outputs of processing generated on the basis of the performance of the Agreement on any business day between 10:00 to 16:00 (CET) on the basis of the controller's prior notice given fifteen business days before the given inspection. The Provider agrees to provide the same assistance for the inspection to a person authorized by the Customer to perform such an inspection, with such an authorisation submitted by the Customer to the Provider.

16. Data subject requests. The Provider further agrees to provide the Customer with reasonable cooperation in complying with the Customer's obligation to respond to requests by data subjects pursuant to the Regulation and to assist it in complying with the Customer's obligation stipulated by the Regulation within the scope of data which was provided to the Provider by the Customer, and which corresponds to the character of data and activity of the Provider under the Agreement. However, the Customer is not entitled to transfer the performance of its own obligations under the Regulation onto the Provider.

17. Obtaining personal data in accordance with legal regulations. The Customer declares that all data supplied by the Customer to the Provider for the fulfilment and execution of the Agreement that may be regarded as personal data under the Regulation has been and will be obtained in accordance with applicable legal regulations regulating the management of personal data. The Customer agrees to specify the category of recipients of personal data which the Provider falls into or directly the Provider as the recipient of personal data in case of data that may be regarded as personal data within the meaning of the Regulation and in respect to which the Customer knew, or ought to have known at the time the data was obtained from data subjects, that it will be provided to the Provider for processing. The Customer agrees not to use the Service and/or outputs thereof for the identification of specific persons regardless of the purpose that the Customer would pursue by such identification.

18. Saving Content onto Storage. If, during the execution of the Agreement, the Provider grants the Customer access to a cloud storage to which the Provider has the ownership title or the right of use, the Customer agrees to store onto such storage only data intended for or arising from the performance of the Agreement. Storing any other content by the Customer is prohibited. If it is ascertained that the Customer has breached this obligation, the Provider will not handle this data in any way, is entitled to remove it immediately from the storage site without replacement, and withdraw from the Agreement. In such cases, the Customer shall indemnify and hold harmless the Provider against any damage, prejudice, costs, expenses (including legal fees), sanctions or any other charges arising from claims or judicial, arbitral, or administrative actions by any third party, including public and governmental agencies, national and international, as a result of the Customer's breach of the obligations in this article.

19. Amendments to the Data Processing Agreement. This Data Processing Agreement, as an integral part of the Terms, may be amended by the Provider in the same way as the Terms.

Service Level Agreement

Introduction

This Service Level Agreement (hereafter “**SLA**”) forms an integral part of the Agreement on the Provision of Services (hereafter “**Agreement**”). The purpose of this SLA is to specify the obligations of the Provider with respect to maintaining the availability of the Service, outline mechanisms for responding to incidents, and conditions for the provision of support services. This SLA applies to all instances of the Service, with the exception of Enterprise-tier instances.

Definitions

In addition to terms defined herein, all terms defined elsewhere in the Agreement apply within the scope of this Annex.

“**Availability**” means the percentage of time during an Availability Calculation Period during which the Service was available. Availability is calculated using the following formula:

$$\frac{\text{Deployment Time} - \text{Downtime}}{\text{Deployment Time}} * 100$$

“**Availability Calculation Period**” refers to the period of 30 days preceding the last day of an incident for which a support ticket was submitted by the Customer, and the last day of such an incident. If the Agreement has been in place for a period of time shorter than 31 days, the Availability Calculation Period shall be the period of time since the Agreement was put into place. If the Availability Calculation period overlaps with the Availability Calculation Period of an Incident for which a claim has already been made, the Availability Calculation Period shall begin after the last day of that Incident.

“**Deployment Time**” refers to the total number of minutes during which an Instance was deployed in an Availability Calculation Period.

“**Downtime**” refers to time during which a Service Instance was unavailable.

“**End Platform**” refers to a third-party platform where the Customer owns and operates an account, to which data is transmitted by the Service.

“**Incident**” refers to any event or set of events which resulted in Downtime and which the Customer reported to the Provider using a support ticket.

“**Instance**” refers to a specific installation of the Service.

“**mHub Cloud Portal**” refers to a web application forming an integral part of the Service, used for the monitoring and maintenance of Instances of the Service by the Customer.

“**Service Fee**” refers to the agreed-upon fee paid by the Customer for the continued use of the Service.

Provider availability

The Provider is available to receive support tickets on **working days between 9:00 – 17:00** CET. The Parties understand working days to exclude public holidays in the Czech Republic.

The Customer shall post support tickets exclusively using the mHub Cloud Portal.

Only authorized persons designated by the Customer may post support tickets and service requests to the Provider. The Customer shall provide a list of all such individuals to the Provider upon the signing of the Agreement and shall be responsible for maintaining the accuracy thereof.

Incident response

If the Customer discovers that an issue impacting the performance of the Service has emerged, it shall notify the Provider immediately using a support ticket. The Provider shall accept the support ticket according to the conditions specified above. Upon acceptance of a support ticket, the Provider shall respond to the Customer with an estimation of the timeframe for the resolution of the given incident.

Each support ticket must include all relevant information about the request, such as a detailed description of the issue, error messages, steps to reproduce the problem, etc.

Service Levels

Availability

The Provider guarantees that the Availability of the Service shall be no lower than 90 percent during any Downtime Calculation Period. If Service Availability is lower than 90 percent during any Downtime Calculation Period, the Customer is entitled to request a Service Fee rebate based on the deviation from the Availability benchmark.

Availability	Service Fee rebate
< 90%	10%
85-90%	25%
< 85%	100%

Downtime calculation limitations

In the calculation of total Downtime during an Availability Calculation Period, unavailability of the Service caused by the following shall not contribute to Downtime:

1. Factors beyond the reasonable control of the Provider, including but not limited to force majeure events and unforeseen technical issues which the Provider could not reasonably have guarded against.
2. Unavailability of the Service Instance caused by errors on the part of Microsoft Azure infrastructure.

3. The use of the Service in a way not explicitly prescribed and/or guaranteed by the Provider.
4. Rejections of the output of the Service by End Platforms caused by sudden changes in the End Platforms' APIs.
5. Unauthorized use of the Service Instance by the Customer, Authorized Users of the Customer, or any third parties gaining access to the Service Instance using the passwords or equipment of the Customer, or otherwise resulting from the failure of the Customer to follow appropriate security practices.
6. The provision of faulty inputs or arguments to the Service Instance.
7. Operations affecting the availability of the Service Instance initiated by the Customer, including but not limited to restarting or stopping resources used by the Service.
8. Scheduled maintenance of the Service Instance by the Provider, of which the Provider was duly notified no less than 5 business days in advance.

Availability reporting

The Provider is responsible for continuously monitoring the availability of the Service. This monitoring will be carried out by means of periodical calls (once every hour) to the Collect function of the Service Instance using an HTTP request to simulate a data transmission. The status response of the Collect function shall be used to determine the availability of the Service for the given period.

Status response code	Service availability status
200	Available
Other	Unavailable

The Provider shall continuously log the results of availability tests and make available to the Customer a report on the availability status of the Service via the mHub Cloud Portal.

Service infrastructure disclaimer

The Provider disclaims all responsibility for malfunctions of the Service caused by issues on the side of Microsoft Azure, which is the sole provider of the Service's infrastructure. In cases of issues related to the functioning of Microsoft Azure, the Customer is advised to resolve such matters directly with Microsoft Corporation.

Limitations

The Provider is committed to the provision of timely and effective support. However, circumstances beyond the control of the Provider may arise, which may impact the Provider's support response and resolution times. Such circumstances mainly include unforeseen technical issues and force majeure events. The Provider shall strive to minimize the impact any potential disruptions and keep the Customer informed of any such circumstances to the best of its ability.

Claims

In cases where a breach of the service levels set herein has occurred, the Customer may raise a claim with the Provider no later than by the end of the month following the month in which the Incident to which the breach is related ended.¹ Claims raised after this period shall not be considered valid.

The Provider will consider the claim of the Customer in accordance with the principles outlined above.

¹ Example: If an Incident during which a breach of service levels occurred begins on 28th February and ends on 2nd March, the Client must raise the relevant claim with the Provider by 30th April.

Enterprise Service Level Agreement

Introduction

This Service Level Agreement (hereafter “**SLA**”) forms an integral part of the Agreement on the Provision of Services (hereafter “**Agreement**”). The purpose of this SLA is to specify the obligations of the Provider with respect to maintaining the availability of the Service, outline mechanisms for responding to incidents, and conditions for the provision of support services. This SLA applies exclusively to Enterprise-tier instances of the Service.

Definitions

In addition to terms defined herein, all terms defined elsewhere in the Agreement apply within the scope of this Annex.

“**Availability**” means the percentage of time during an Availability Calculation Period during which the Service was available. Availability is calculated using the following formula:

$$\frac{\text{Deployment Time} - \text{Downtime}}{\text{Deployment Time}} * 100$$

“**Availability Calculation Period**” refers to the period of 30 days preceding the last day of an incident for which a support ticket was submitted by the Customer, and the last day of such an incident. If the Agreement has been in place for a period of time shorter than 31 days, the Availability Calculation Period shall be the period of time since the Agreement was put into place. If the Availability Calculation period overlaps with the Availability Calculation Period of an Incident for which a claim has already been made, the Availability Calculation Period shall begin after the last day of that Incident.

“**Deployment Time**” refers to the total number of minutes during which an Instance was deployed in an Availability Calculation Period.

“**Downtime**” refers to time during which a Service Instance was unavailable.

“**End Platform**” refers to a third-party platform where the Customer owns and operates an account, to which data is transmitted by the Service.

“**Incident**” refers to any event or set of events which resulted in Downtime and which the Customer reported to the Provider using a support ticket.

“**Instance**” refers to a specific installation of the Service.

“**mHub Cloud Portal**” refers to a web application forming an integral part of the Service, used for the monitoring and maintenance of Instances of the Service by the Customer.

“**Service Fee**” refers to the agreed-upon fee paid by the Customer for the continued use of the Service.

Provider availability

The Provider is available to receive support tickets on **working days between 9:00 – 17:00 CET**, and guarantees the acceptance of all **support tickets within four working hours**. The Parties understand working days to exclude public holidays in the Czech Republic.

If the Provider does not accept a support ticket within the guaranteed timeframe, the Customer is entitled to a compensation of €100 for every subsequent hour elapsed between the end of the guaranteed timeframe and the acceptance of the support ticket.

The Customer shall post support tickets exclusively using the mHub Cloud Portal.

Only authorized persons designated by the Customer may post support tickets and service requests to the Provider. The Customer shall provide a list of all such individuals to the Provider upon the signing of the Agreement and shall be responsible for maintaining the accuracy thereof.

Incident response

If the Customer discovers that an issue impacting the performance of the Service has emerged, it shall notify the Provider immediately using a support ticket. The Provider shall accept the support ticket according to the conditions specified above. Upon acceptance of a support ticket, the Provider shall respond to the Customer with an estimation of the timeframe for the resolution of the given incident.

Each support ticket must include all relevant information about the request, such as a detailed description of the issue, error messages, steps to reproduce the problem, etc.

Service Levels

Availability

The Provider guarantees that the Availability of the Service shall be no lower than 95 percent during any Downtime Calculation Period. If Service Availability is lower than 95 percent during any Downtime Calculation Period, the Customer is entitled to request a Service Fee rebate based on the deviation from the Availability benchmark.

Availability	Service Fee rebate
< 95%	10%
95-90%	25%
< 90%	100%

Downtime calculation limitations

In the calculation of total Downtime during an Availability Calculation Period, unavailability of the Service caused by the following shall not contribute to Downtime:

9. Factors beyond the reasonable control of the Provider, including but not limited to force majeure events and unforeseen technical issues which the Provider could not reasonably have guarded against.
10. Unavailability of the Service Instance caused by errors on the part of Microsoft Azure infrastructure.
11. The use of the Service in a way not explicitly prescribed and/or guaranteed by the Provider.
12. Rejections of the output of the Service by End Platforms caused by sudden changes in the End Platforms' APIs.
13. Unauthorized use of the Service Instance by the Customer, Authorized Users of the Customer, or any third parties gaining access to the Service Instance using the passwords or equipment of the Customer, or otherwise resulting from the failure of the Customer to follow appropriate security practices.
14. The provision of faulty inputs or arguments to the Service Instance.
15. Operations affecting the availability of the Service Instance initiated by the Customer, including but not limited to restarting or stopping resources used by the Service.
16. Scheduled maintenance of the Service Instance by the Provider, of which the Provider was duly notified no less than 5 business days in advance.

Availability reporting

The Provider is responsible for continuously monitoring the availability of the Service. This monitoring will be carried out by means of periodical calls (once every hour) to the Collect function of the Service Instance using an HTTP request to simulate a data transmission. The status response of the Collect function shall be used to determine the availability of the Service for the given period.

Status response code	Service availability status
200	Available
Other	Unavailable

The Provider shall continuously log the results of availability tests and make available to the Customer a report on the availability status of the Service via the mHub Cloud Portal.

Dedicated support capacity

Each Service Instance includes four hours per month of reserved capacity for resolving Service Requests, hereafter "Reserved Capacity". If the monthly Reserved Capacity is not consumed by the Customer, the Provider may use it for service monitoring and maintenance activities. Additional support hours beyond the Reserved Capacity shall be subject to additional charges and a separate agreement.

Support services

Support services which count against the Reserved Capacity, include assistance with issues related to the usage, functionality, and configuration of the Service.

Support services which are provided free of charge and do not count against the Reserved Capacity include: (a) the initial configuration of the Service (installation into the Customer's Azure infrastructure, configuration, and connection to a Google Analytics property), (b) the resolution of issues not stemming from the configuration of the Customer's Service Instance.

With regards to the initial configuration of the Service, the Customer understands that the Provider is not capable of configuring the Service without the Customer's assistance. It is the Customer's responsibility to ensure adequate internal resources are made available to facilitate the needs of the Provider during the initial configuration.

Service infrastructure disclaimer

The Provider disclaims all responsibility for malfunctions of the Service caused by issues on the side of Microsoft Azure, which is the sole provider of the Service's infrastructure. In cases of issues related to the functioning of Microsoft Azure, the Customer is advised to resolve such matters directly with Microsoft Corporation.

Limitations

The Provider is committed to the provision of timely and effective support. However, circumstances beyond the control of the Provider may arise, which may impact the Provider's support response and resolution times. Such circumstances mainly include unforeseen technical issues and force majeure events. The Provider shall strive to minimize the impact any potential disruptions and keep the Customer informed of any such circumstances to the best of its ability.

Claims

In cases where a breach of the service levels set herein has occurred, the Customer may raise a claim with the Provider no later than by the end of the month following the month in which the Incident to which the breach is related ended.² Claims raised after this period shall not be considered valid.

The Provider will consider the claim of the Customer in accordance with the principles outlined above.

² Example: If an Incident during which a breach of service levels occurred begins on 28th February and ends on 2nd March, the Client must raise the relevant claim with the Provider by 30th April.