

STANDARD TERMS AND CONDITIONS

Of company **Sobriety s.r.o.**

Incorporated based on the law of the Czech Republic

ID 26271061

VAT CZ 26271061

Registered office Blanenská 1288/27, 664 34 Kuřim

(„**Sobriety**“)

I. APPLICATION AND SUBJECT OF THE AGREEMENT

These Standard Terms and Conditions will apply to the purchase of the Products, providing the Software and Services of Sobriety detailed specified in Order placed by Customer and confirmed by Sobriety.

The Customer shall ensure that the terms of its Order and any applicable specification are complete and accurate.

Sobriety hereby undertakes to supply and sell the Products, provide Software or Services to the Customer based on individual Order of the Customer and the Customer undertakes to pay Sobriety for delivered Products, provided Software or Services the price agreed in confirmed Order.

II. DEFINITIONS

For the purpose of this Terms and Conditions:

- a. „**Agreement**“ means the agreement concluded between Sobriety and the Customer with the rights and obligation set forth in these Standard Terms and Conditions and the confirmed Order accepted by Sobriety.
- b. „**Confidential Information**“ means (i) any information, technical data or know-how in whatever form, including but not limited to documented information, machine-readable or interpreted information, information contained in physical components, mask works and artwork, that is clearly identified as being confidential, proprietary or a trade secret; (ii) business-related information including but not limited to pricing, manufacturing or marketing information; (iii) the terms and conditions of any proposed or actual agreement between the parties or their affiliates; (iv) either Party's business policies or practices; and (v) the information of others identified as confidential, proprietary or a trade secret that is received by either party under the obligation of confidentiality.
- c. „**Customer**“ means the business company or independent entrepreneur that is interested in purchasing Products or providing Services or Software from Sobriety. For the purpose of this

Standard Terms and Conditions, the Customer is not a natural person in the position of the consumer.

- d. „**IPR**“ means Sobriety's rights to products, its design, technical information, technology, software and other proprietary materials including any modifications or improvements thereof created or developed by Sobriety and provided in relation with Products, Services or Software before a conclusion of the Agreement with the Customer and also based on the Agreement with the Customer.
- e. „**Offer**“ has the meaning set out below under these Standard Terms and Conditions.
- f. „**Order**“ has the meaning set out below under these Standard Terms and Conditions.
- g. „**Parties**“ means together Sobriety and the Customer as a parties of the Agreement.
- h. „**Products**“ means own products of Sobriety created by their own activities in the form of the final product, with all relevant certificates and documentation, or in the form of a prototype product as a result of research and development without the documentation, and also goods of third parties.
- i. „**Services**“ means any services provided by Sobriety as described in one or more Orders or Statements of Work to Customer such as for support & maintenance or professional services and any other services such mutually agreed upon Order or Statement of Work. In performing the services required by the Order, Sobriety shall act as an independent contractor and not as an employee or agent of the Customer.
- j. „**Software**“ means any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by Sobriety to the Customer. Software includes Product firmware, software locally installed on Customer's systems and software accessed by the Customer through the Internet or other remote means (such as websites, portals, software-as-a-service (“SaaS”) and "cloud-based" solutions). Software should be licensed under License Terms and Conditions (“**License Terms and Conditions**”) of Sobriety.

III. OFFER, ORDER AND CONTRACT CONCLUSION

OFFER. Based on the interest of the Customer Sobriety shall prepare the Offer for Products, Software or Services of Sobriety. Such Offer shall include at least following information: (i) identification of Sobriety and the Customer; (ii) number of the Offer; (iii) Products, Software or Services specification, quantities and range; (iv) delivery instructions and a date of delivery; and (v) time validity of the Offer; (vi) information about the

application of these Standard Terms and Conditions; (collectively "**Basic Offer Terms**"). The Offer shall be in written form and will be sent to the Customer via regular mail or e-mail. Any Offer given by Sobriety is subject to change at Sobriety's absolute discretion but will remain open for acceptance by the Order of the Customer provided that Sobriety has not previously withdrawn it or any time validity of the Offer placed on acceptance has expired.

ORDER. Based on the Offer of Sobriety the Customer may submit the Order for Products, Software or Services of Sobriety. Order shall be submitted within the time limit set in the Offer as the time validity. Such Offer shall include at least following information: (i) identification of the Customer; (ii) number and date of the related Offer; (iii) Products, Software or Services specification, quantities and range based on related Offer; (iv) delivery instructions and date of delivery; (v) any other important requirements; (collectively, "**Basic Order Terms**"). The Order shall be in written form and will be sent to Sobriety via regular mail or e-mail in a related quote. By sending the Order Customer confirms that he is familiar with these Standard Terms and Conditions and provides the express consent with the rights and obligations set forth in these Standard Terms and Conditions. Order can be cancelled by the Customer until its acceptance by Sobriety for any reason.

ACCEPTANCE. The Submitted Order will be valid and binding only after the explicit acceptance by Sobriety in writing via regular mail or e-mail. The Order shall be accepted within 15 working days, otherwise the Order is deemed to be rejected. It is the exclusive right of Sobriety to refuse any Order of the Customer for any reason. The Agreement between Sobriety and the Customer is concluded with the rights and obligations set forth in these Standard Terms and Conditions and the confirmed Order accepted by Sobriety.

Sobriety will provide to the Customer from time to time certain services relating to the Products, including without limitation deployment services and maintenance and support services and Parties may agree about providing these Services by Order. The Parties agree that, in the absence of a separate written agreement covering such services, such services are not covered by the provisions of the Agreement.

Sobriety reserves the right by written notice of default to cancel or indefinitely suspend an accepted Order and to refuse additional orders if: (i) the Customer defaults in performing Customer's obligations under these Standard Terms and Conditions, (ii) the Customer ceases business operations or enters into any bankruptcy, insolvency, receivership or like proceeding not dismissed within 30 days, or assigns Customer's assets for the benefit of creditors, or (iii) when obtaining third-party financing in connection with Customer's Product purchase(s) the Customer fails to do so in a timely manner on terms satisfactory to Sobriety.

IV. PRICE, TERMS OF PAYMENT AND TAXES

The Price of the Products, Services or Software is set out in the confirmed Order at the date of confirmation by Sobriety or such other price as Sobriety may agree in writing. The Price of the Software may be set out also in accordance with License Terms and Conditions on the Sobriety's website before the download of the Software by the Customer.

In the case of partial deliveries based on the Agreement Sobriety is entitled to issue the invoice for partial Price of the Products, Services or Software. Unless Sobriety states otherwise in writing, payment terms are net 30 days from the invoice date of Sobriety. The customer will make payment in the currency indicated in the confirmed Order and on the invoice. Sobriety is entitled to offset payments against prior debt balances on the account of the Customer. Products, Software or Services purchased or licensed under License Terms and Conditions of Sobriety ("License Terms and Conditions") are subject to all of the pricing and other terms and conditions described in the applicable License Terms and Conditions.

Sobriety has the continuing right to review credit of Customer and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Sobriety), or a guarantee of prompt payment prior to shipment of Products or Services and Software activation, if it is agreed in the confirmed Order.

Sobriety's stated prices for Products, Services and Software do not include applicable sales taxes, Value Added Tax, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes or similar charges, all of which is the Customer responsibility to pay. Unless Customer provides Sobriety with direct payment authority or an exemption certificate valid in the jurisdiction to which the Product will be delivered, Customer shall pay Sobriety all taxes and governmental fees Sobriety is required to collect or pay upon sale or delivery of the Product, Services or Software.

Sobriety reserves the right to charge interest on all overdue sums of the Customer under these Standard Terms and Conditions at the rate of 0.5 % per day, measured from the date the sums in question became payable to the date on which Sobriety receives full payment.

Customer is liable for any costs incurred by Sobriety if Customer changes or cancels any Order, and for all costs of collection of past due amounts (including attorney's fees).

V. DELIVERY

Delivery terms are established in the accepted Order in writing. Sobriety will use commercially reasonable efforts to meet Customer's requested delivery dates unless the Customer is in default under these Standard Terms and Conditions or Sobriety's performance is otherwise

excused. Late delivery is not a basis for Customer's cancellation of any Order.

Unless the confirmed Order provides otherwise, all Products are delivered to the Customer according to **DAP Incoterms® 2010**. Title and risk of loss or damage to Products pass to Customer according to chosen Incoterms clause.

Sobriety has the right to make partial deliveries. Software and the written result of the Services may be delivered electronically at Sobriety's option. Title to the Software and the results of the Services in intangible form will remain to Sobriety.

Unless otherwise specified by the Customer in writing at least thirty (30) days prior to requested shipment date, Sobriety shall determine in its discretion the means of shipment and shall not be responsible for arranging insurance on the Products. Sobriety shall invoice Customer for any and all shipping, handling, customs, insurance and similar charges incurred by Sobriety in shipping Products to the Customer, and the Customer shall pay such charges.

Products will be packaged according to instructions in confirmed Order or, if none, according to good commercial practice in a manner sufficient to ensure receipt of the Products in an undamaged condition. Sobriety will not be liable for any discharge, spill or other environmental incidents (including clean-up costs) involving any Products shipped under the confirmed Order. The confirmed Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, and air waybills.

The Customer is responsible for compliance with all import, export and re-export control laws and regulations. The Customer will obtain import, export, and re-export approvals and licenses required for Products, Services and Software delivered and will retain documentation to support compliance with those laws and regulations. Sobriety will not be liable to the Customer for any failure to provide Products, Services or Software as a result of government actions that impact Sobriety's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer or export law or regulation after the date of any order or commitment that has a material adverse effect on Sobriety's performance; or (3) delays due to Customer's failure to follow applicable import, export, transfer, or re-export laws and regulations.

VI. ACCEPTANCE AND INSPECTION

The Customer will inspect Products within a reasonable period after delivery not to exceed ten (10) calendar days. Products will be presumed accepted unless Sobriety receives written notice of rejection explaining the basis for rejection within that period. Sobriety will have a reasonable opportunity to repair or replace rejected Products, at its option. Sobriety assumes shipping costs in

an amount not to exceed normal surface shipping charges to Sobriety's designated facility for the return of properly rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Sobriety reasonably determines that rejection was improper, the Customer will be responsible for all expenses caused by improper rejection.

VII. TRANSFER OF OWNERSHIP TO PRODUCTS

Regardless the delivery and transfer of the risk or regardless any provision of these Standard Terms and Conditions, no transfer of ownership to the Products (including its commissioning in case of assembly or any other provision of Service) to the Customer shall take place until full payment of the price for the Products or Services by the Customer.

Until transfer of ownership of the Products to the Customer, the Customer shall keep the Products (regardless the fact that agreed Service was or had to be performed on the Products) as a confidential representative of Sobriety and agrees to warehouse and protect the Products properly.

Should the Customer either sell or use the Products before the transfer of ownership in the course of normal business activity or lose the same due to an insurance event, the Customer shall keep such income separately from other funds or property of the Customer and third parties.

Should the delivered Products be either processed or modified by the Customer before the transfer of ownership, Sobriety will become the owner of the Products being processed or modified in this way. The same applies in case the Products of Sobriety is fully processed and mixed with other goods.

Should third parties make any steps towards the provision of the Products or other handling therewith before the transfer of ownership to Customer, the Customer shall inform Sobriety immediately to allow Sobriety to ask for a release of the Products. The Customer shall be responsible for any damage in case of late notification.

VIII. WARRANTIES

Unless (i) the limited warranty included with a Product or (ii) the License Terms and Conditions accompanying any Software grants the Customer different rights or disclaims all warranties, Sobriety warrants to the Customer, and only to the Customer, as applicable, that Sobriety's Products are designed and manufactured to conform to Sobriety's specifications and will be free from defects in material and workmanship for a period of **12 months** from date of delivery. Provision of Software's warranty is the part of License Terms and Conditions.

During the warranty period, liability of Sobriety and exclusive remedy of the Customer is limited, at Sobriety's option, to **replacing, repairing, correcting, or issuing credit** for any Product or Software subject to the warranty in this section, which upon inspection Sobriety determines is non-conforming.

The foregoing limited warranty only applies if and to the extent that (a) the Product or Software is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with applicable documentation and specifications from Sobriety, and (b) the Product or Software is not modified or misused. This limited warranty does not apply to, and Sobriety is not responsible for defects or performance problems resulting from (i) the combination or use of the Product or Software with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Sobriety; (ii) operating the Product or Software under any specification other than, or in addition to, Sobriety's standard specifications for them; (iii) the unauthorized installation, modification, repair or use of the Product or Software; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Product specifications); or exposure to environmental conditions for which the Product or Software is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi) cosmetic damage. Sobriety does not warrant or guarantee the results obtained through the use of the Product or software. Sobriety makes no warranties under these terms with respect to Services, which if provided hereunder are provided "as-is".

If the Customer is a reseller of the Products or Software the Customer shall not make or pass on to his own customers any warranty, condition or representation on behalf of Sobriety other than, or inconsistent with, the applicable limited warranty in the Products and Software provided to the Customer.

Except for the warranties expressly set forth in the Agreement Sobriety disclaims all warranties, either express or implied, including implied warranties of merchantability or fitness for a particular purpose.

IX. WARRANTY REPAIR PROCEDURE

If any Product fails during the warranty period for reasons covered by Sobriety's limited warranty and the Customer notifies Sobriety of such failure during the warranty period, Sobriety will at Sobriety's option **replace, repair, correct, or issue credit** the nonconforming Product with new, equivalent to new, or reconditioned parts or Product until 60 days from the notification. If all of the foregoing is commercially impractical in Sobriety's determination, Sobriety refunds the Product purchase price the Customer paid (excluding separate costs of installation, if any) upon Customer's return of the Product. Any repaired or replaced Product will be warranted for a period of 30 days or the remainder of the original warranty period, whichever is longer.

Sobriety reserves the right to refuse warranty services if the Product or Software date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded under section Warranties above. Following Sobriety's examination of Customer's claim, Sobriety will notify the Customer of warranty status and the repair cost of any out-of-warranty Product. At such time the Customer must issue a valid Order to cover the cost of the non-

warranted Product repair and return freight or authorize return shipment of the Product at Customer's expense as-is.

X. CONTRACT TERMINATION

Sobriety or the Customer may terminate the Agreement and any or all unperformed Orders by giving written notice to the other party upon the occurrence of any of the following events: 1) the other party materially breaches this Agreement and fails to remedy the breach within thirty (30) calendar days after receipt of written notice that specifies the grounds for the material breach; (ii) the other party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within three (3) calendar days after receipt of written notice of non-payment; or (iii) insolvency or suspension of the other party's operations or any petition is filed or proceeding made by or against the other party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors or other similar proceedings.

Termination does not affect any debt, claim or cause of action accruing to any party against the other before the termination. The rights of termination provided in this clause are not exclusive of other remedies that either party may be entitled to under the Agreement or in law or equity.

XI. LIMITATION OF LIABILITY

Sobriety's entire liability for any and all claims arising out of or in connection with the Agreement with the Customer is limited to the amounts the Customer actually paid to Sobriety under the Agreement. Further, neither Sobriety nor its suppliers are liable for any incidental, consequential, punitive damages or other damages, or loss of profits, loss of revenue, loss of data, loss of use of the products or software or any associated equipment, costs of cover, downtime and user time or for breach of any express or implied warranty or conditions, breach of contract, negligence or strict liability related to the Products or Software.

Except to the extent prohibited by applicable law, any implied warranty of satisfactory quality or fitness for a particular purpose applying to the Products, Services or Software is limited in duration to the duration of the warranty specified in this Standard Terms and Conditions, above. Sobriety and the Customer agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for Sobriety's sale of products to the Customer, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or specified other damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply, or may not fully apply to Customer.

XII. INTELLECTUAL PROPERTY OWNERSHIP

Sobriety will have the sole ownership of or all rights, title and interest to all IPR unless otherwise agreed in writing by the Parties for a particular case. Except as specifically

granted by Sobriety for particular case, no license, implied or express, under any of Sobriety's intellectual property rights, including any license to use, exercise, or incorporate any Sobriety's intellectual property rights is conveyed by Sobriety to the Customer under the Agreement, with the exception of the right to use Sobriety's Products and Services properly in the justified range and purpose Sobriety's Products and Services were provided. Unless otherwise provided in the confirmed Order, all intellectual property developed, originated, or prepared by Sobriety in connection with providing the Products and/or Services based on the Agreement, remains exclusively to Sobriety, and the Customer will not have any shared development or other intellectual property rights, unless otherwise agreed by the Parties in particular case.

Customer shall take reasonable precautions to prevent unauthorized access and use of the Software and documentation by third parties. To the extent permitted by relevant law, the Customer shall not allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Products or Software, or attempt to do so. The Customer is prohibited from, and shall prevent any third party from, removing, covering or altering any of Sobriety's patent, copyright or trademark notices placed upon, embedded in or displayed by the Products or Software or their packaging and related materials. Sobriety reserves all rights in the Products and Software not specifically granted to the Customer under these Terms.

Sobriety may, at its absolute discretion, sell branded and private label Products. In the event of any such sales, the Customer in question must not: (i) advertise, promote, distribute, sell or market the Products in any way that disparages, misrepresents or injures the Sobriety brand; (ii) advertise, promote, distribute, sell or market the Products as the own Product under own brand; and (iii) distribute or sell Sobriety Products employing any illegal, deceptive, undesirable, or improper advertising, marketing or selling practice, including predatory or "loss leader" pricing, bait and switch, or negative selling practices.

OEM. If the Agreement is concluded as an OEM contract (this shall be explicitly agreed in the Agreement), the Customer is allowed to integrate Sobriety's Products and Software into the Customer's original products. Sobriety hereby agrees with the distribution of the Products and Software rebranded as Customer's products integrated by the Customer into a Customer's Product or several Customer's Products (hereinafter as "Integrated Products") to end-users or to the Customer's distributors without territory restrictions. The Customer is not allowed to transfer the OEM right to integrate and rebrand Sobriety's Products to third persons. Sobriety hereby grants the Customer the right to sublicense the Products to end-users to use the Integrated Product for their internal purposes subject to the provisions of this Terms and Conditions and the Agreement. The Customer may grant such sublicenses or disclose keys required to use the Products to the end-users if it is necessary for the

use of Integrated Product. The Customer is allowed to grant per one license one sublicense to license rights. The royalty and other fees for these rights are already included in the price of the Products and Software if not agreed otherwise. The Customer shall have no rights, other than the license rights set forth in this paragraph, with respect to the technology of the Products and Software and agrees not to reverse engineer the technology of the Product and Software or to reverse assemble, decompile, or otherwise attempt to derive the composition of the technology of the Product and Software. The Customer has no right to modify the Software. Unless specified otherwise between Parties in writing, the Customer may not copy the Software in any way, even for the personal use. All IPR to the Software and its copies are reserved to Sobriety. Sobriety hereby grants to the Customer the non-transferable right (i) to modify and create derivative works from those portions of the Sobriety's documentation that are not labeled "Sobriety Confidential" and are designated as usable for such purpose, and (ii) to reproduce and distribute such Sobriety's documentation and any derivative works solely in connection with the distribution of Integrated Products. By this authorization the Customer claims no rights to Sobriety's rights, title, and interest in the product lines that include the Products or Software and in all of Sobriety's patents, trademarks, trade names, inventions, copyrights, know-how and trade secrets relating to the design, manufacture, operation or service of the Products and Software. The use by the Customer of any of these proprietary rights is authorized only for the purposes herein set forth, and upon termination of the Agreement for any reason, such authorization shall cease, except as otherwise agreed by the Parties.

XIII. TRADEMARKS

Unless Sobriety provides prior written approval, Customer will not have the right to use Sobriety's Trademarks, and will not alter or remove Sobriety's Trademarks, signage or other identifying marks, labels or notices. Any approval or authorization granted for purposes of the Agreement will be documented as an addendum to the Agreement and all rights granted relative to the use of the Trademarks will cease upon termination of the Agreement. The Customer is not entitled to present Sobriety's Products, Software or Services as its own. The Customer grants Sobriety the right to place links on Sobriety's website pointing to Customer's website related to the Products, Software or Services.

XIV. CONFIDENTIAL INFORMATION

The receiving party will keep all Confidential Information disclosed to it confidential for ten (10) years following the expiration, termination or completion of the Agreement, whichever period is longer. Each party will retain ownership of its Confidential Information including all rights in patents, copyrights, trademarks and trade secrets. No right or license is granted hereby to either party or its customers, employees or agents, expressly or by implication, with respect to the Confidential

Information or any patent, patent application or other proprietary rights of the other party, notwithstanding the expiration of the confidentiality obligations stated in this clause. Sobriety agrees to use the Confidential Information of the Customer only to provide Products, Services or Software for the Customer. The Customer agrees that it will not use or disclose Sobriety's Confidential Information for any purpose. Notwithstanding the foregoing, the receiving party has no duty to protect information that is: (a) known, publicly, at the time of disclosure or becomes publicly known through no fault of recipient; (b) known to recipient at the time of disclosure through no wrongful act of recipient; (c) received by recipient from a third party without restrictions similar to those in this clause; or (d) independently developed by recipient. The Customer will not publicly announce or discuss, or cause any third party to announce or discuss, the Products or the subject matter of the Agreement without having received, in advance, Sobriety's express written consent.

XV. PRIVACY POLICY

Sobriety **Privacy Policy** is published at Sobriety's website and incorporated herein by this reference.

XVI. ASSIGNMENT

None of the Parties may assign the Agreement or any of its rights or obligations without the prior written approval of other Party. Any attempted assignment, delegation or transfer without the necessary approval will be void.

XVII. NOTICES

All notices will be sent either by: (i) personal delivery; (ii) expedited delivery service; (iii) registered or certified mail, postage prepaid and return receipt requested; or (iv) email with a confirmed receipt. Notices will be deemed effective as of the day received, or at such time as delivery is refused by the addressee upon presentation.

XVIII. WAIVER

Failure or delay of either party to insist on performance of any of the terms or conditions in the Agreement will not operate as a waiver of that or any other right. A waiver to be effective must be in writing and signed by the party making the waiver. Except to the extent provided otherwise, the Agreement is binding upon, inures to the benefit of, and is enforceable by the Parties and their respective successors and permitted assigns. Unless expressly stated otherwise in the Agreement, all rights and remedies are cumulative, and if either party breaches the Agreement, the non-breaching party has the right to assert all available legal and equitable remedies. Termination of the Agreement or any Order will not limit either party from pursuing any other remedies available.

XIX. FORCE MAJEURE

For a maximum total period of 30 days, any non-fulfillment or delay in fulfillment of any part hereof shall not be deemed a breach hereof and shall not result in any claim to damages in case it occurs during an act of force majeure and to the extent to which such non-fulfillment

or delay is caused by such act of force majeure. The affected party must immediately send a notification of such an event for the other party with all details of such an act of force majeure and of concrete obligations affected thereby. The party whose performance of the Agreement is delayed or disabled by the force majeure shall promptly use reasonable efforts to mitigate the consequences of the force majeure, shall remedy such consequences as soon as possible and shall restore the performance hereof as soon as possible upon the termination of the act of force majeure.

XX. GOVERNING LAW AND DISPUTE RESOLUTION

The Agreement shall be governed and interpreted in accordance with laws of the Czech Republic regardless of a collision of legal systems.

All disputes between the Parties arising out of the provisions of the Agreement or in connection with shall be settled amicably. Should the Parties fail to reach an amicable settlement within a reasonable time but not later than within one month after the settlement of the dispute had been initiated, either party shall be entitled to submit such dispute for a final decision to Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic. All disputes shall be finally decided according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court. The official language shall be the English language.

XXI. ENTIRE AGREEMENT, COLLISION OF BUSINESS CONDITIONS

These Standard Terms and Conditions and confirmed Order apply to the purchase of the Products, providing the Software and Services of Sobriety, to the exclusion of any other terms of the Customer that may be imposed or incorporate, or which are implied by trade, custom, practice or course of dealing.

Parties expressly exclude the possibility of changes or amendments to the Agreement by any other trade or business conditions.

The Agreement the Customer entered into with Sobriety constitutes the entire agreement between the Customer and Sobriety for the purchase and use of Products, Software or Services and will be applied to all Sobriety's business cases. Each accepted Order will be interpreted as a single set of terms, independent of other Orders.

No terms or conditions endorsed on, delivered with or contained in the Customer's Order, Order confirmation, specification or other documents shall form part of the Agreement simply as a result of such document.

XXII. MODIFICATIONS

Sobriety may unilaterally modify, amend, supplement or otherwise change these Standard Terms and Conditions upon at least ten (10) days' prior written notice to the Customer. Any such future modification, amendment, supplement or other change shall apply only with respect to Orders accepted after the effective date of such

change. As used herein, the term “Agreement” shall include any such future change.

XXIII. COOPERATION

The Parties undertake to proceed in mutual Agreement in the fulfilment hereof and to respect rights of the other Party. The Parties undertake to inform each other on all the circumstances that are or may be material to the due fulfilment hereof.

The Parties shall proceed with due diligence in the process of securing the subject hereof and observe all the rights and obligations stipulated hereby, under their best knowledge.

The Parties agrees to respect the legitimate interests of the other party, shall conduct in accordance with the purpose of the Agreement and shall not counteract such purpose and they shall perform all legal and other actions that may prove necessary to reach the purpose of the Agreement.

XXIV. FINAL PROVISIONS

Each party represents and warrants that: (i) it has obtained all necessary approvals, consents and authorizations to enter into the Agreement and to perform and carry out its obligations under the Agreement; (ii) the person executing the Agreement on the party’s behalf has express authority to do so and to bind the party; (iii) the execution, delivery and performance of the Agreement does not violate any provision of any bylaw; charter, regulation, or any other governing authority of the party and is duly authorized by all necessary partnership or corporate action; and (iv) the Agreement is a valid and binding obligation of the party.

To the fullest extent permitted by applicable law, Sobriety may set off any amount owed by Sobriety to Customer against any amount owed by Customer to Sobriety.

During the term of the Agreement and for a period of one year thereafter, neither party will actively recruit, induce, or solicit for hire or employment, whether directly or indirectly, any personnel of the other party whose duties related to the Products, Services or Software (“Restricted Employee”). Either party may employ a Restricted Employee of the other party who has responded directly to a bona fide recruitment drive, either through an agency or advertisement in the press and not directly or indirectly as a result of any solicitation or inducement by the other party.

The Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement. The Parties may sign the Agreement in writing, or by electronic signature, including by email.

A provision of the Agreement will survive expiration or termination of the Agreement if the context of the provision indicates that it is intended to survive, including, without limitation, any provision concerning confidentiality, limitation of liability, and indemnification. If a provision of the Agreement is held to be unenforceable under applicable law, that provision is

severed from the Agreement and the other provision remain in force. The parties will negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced.

If any provision of the Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions either of the Agreement as neither a whole nor other provisions will be affected unless such an invalid or unenforceable provision is severable. The Parties hereby agrees to supersede such an invalid or unenforceable provision by a new valid and enforceable provision that most closely matches the intent and the purpose of the original provision.