

SERVICES TERMS AND CONDITIONS



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These Sewio Services Terms and Conditions ("**Services Terms**") govern the rights and obligations of the Service Provider and Partner in relation to Service Provider's services described below.

I. DEFINITIONS AND CONTRACT CONCLUSION

1. Definitions

- a. **Affiliate:** Means a company Sewio LLC, 4521 Maple Street, Bellaire 77401, Texas, USA, that is controlled by the Company. The Company holds 100 % of the shares in the Affiliate.
- b. **Business Day:** Means any day except any Saturday, Sunday and statutory holiday in the Czech Republic.
- c. **Contract:** Any contact between the Service Provider or the Affiliate and the Partner or the Customer for the provision of myRTLS Care, incorporating these Service Terms.
- d. **Company:** Sewio Networks s.r.o., Identification Number 02506238, VAT ID: CZ02506238, seated at Purkyňova 649/127, 612 00 Brno, Czech Republic, registered with the Commercial Register kept by the Regional Court in Brno, File No. C 81577.
- e. **Customer:** End-user of Company's RTLS software and hardware. For the avoidance of any doubts, these Service Terms establish no legal relation between the Company or the Affiliate and the Customer unless the Contract is entered into directly between the Company and the Customer.
- f. **myRTLS Care:** Service Provider's technical support to related Sewio Products provided to the Partner in order to support the Partner while solving potential problems during Customer's operation of Sewio Products.
- g. **myRTLS Care Period:** The period for which Partner has purchased the myRTLS Care and any subsequent renewal periods.
- h. **myRTLS Care Specification Website:** document located at <https://docs.sewio.net/docs/support-services-myrtls-care-54068281.html>
- i. **Partner:** An independent professional implementing and/or maintaining various technologies, including Sewio Products, at Customer's premises, entering into a contract with the Service Provider in order to receive myRTLS Care to the purchased Sewio Products.

- j. **Premises:** The Customer's site where the Sewio Hardware is or will be deployed.
- k. **Service Terms:** These Services Terms and Conditions.
- l. **Service Provider:** Affiliate or the Company, depending on with whom the Partner has concluded the Contract.
- m. **Sewio Products:** RTLS hardware and software provided by the Company or the Affiliate.
- n. **Sewio Hardware:** RTLS hardware provided by the Company or the Affiliate.
- o. **Support Hours:** 8:30 to 16:30 Central European Time, Monday to Friday, excluding statutory holidays in the Czech Republic.

2. Contract

- a. The Contract is concluded mainly by Partner's acceptance of Company's or the Affiliate's offer incorporating these Service Terms (in such case, the Company's or the Affiliate's offer together with these Service Terms and with any websites referred to herein constitute the Contract) or by both parties signing a particular Scope of Work or other document incorporating these Service Terms (in such case, the Scope of Work or other mutually signed document together with these Service Terms and any websites referred to herein constitute the Contract).
- b. In case of any conflict between these Service Terms or any website referred to herein and the Contract, the Contract shall prevail. In case of any conflict between any website referred to herein and these Service Terms, the website shall prevail.

3. Specification

- a. The Service Provider shall provide myRTLS Care to the Partner for the agreed myRTLS Care Period and within the agreed project / installation of the purchased Sewio Products.
- b. myRTLS Care shall include remote myRTLS Care only.
- c. Service Provider's support is only available during Support Hours. myRTLS Care requests received outside of Support Hours are deemed to be received at the beginning of Support Hours.

- d. myRTLS Care request shall be submitted only by trained technician level 3 (as defined on Sewio Partner Portal, portal.sewio.net) through Service Provider's service desk web interface available at: <https://sd.sewio.net>
- e. Detailed specification of Service Provider's services provided under myRTLS Care is available at myRTLS Care Specification Website which is hereby incorporated by reference. Actual services provided to the Partner depend on the purchased myRTLS Care level.
- f. myRTLS Care Specification Website may be changed by the Service Provider from time to time. However, such change does not apply to myRTLS Care already ordered by the Partner. The Contract shall always include such version of the myRTLS Care Specification Website which is valid as of the date of the myRTLS Care order (including any renewal order) or Contract conclusion (including any renewal addendum), whichever occurs first.

4. myRTLS Care Period

- a. myRTLS Care Period shall commence on the invoice date, unless agreed between the parties otherwise and shall run for the agreed number of months. myRTLS Care Period can be extended (renewed) based on mutual agreement.

5. Extended warranty

- a. During myRTLS Care Period, the Service Provider guarantees his warranty obligations of the Sewio Products according to the Article 4 of the General Delivery Terms.
- b. The warranty period shall end on the last day of myRTLS Care Period or on the last day of the warranty period according to the Article 4 of the General Delivery Terms, whichever is later. However, the maximum warranty period is 5 years.

6. Price and Payment Terms

- a. myRTLS Care price is a fixed price per every month of the agreed myRTLS Care Period. The total price is specified in the Contract (Service

Provider's offer or other document signed by both parties).

- b. myRTLS Care price for the whole myRTLS Care Period is payable at once on the first day of the myRTLS Care Period when the corresponding invoice will be issued by the Company; the price for the first year of the myRTLS Care can also be paid as part of Company's invoice issued earlier for Company's hardware, software or Services.
- c. Price for any on-site support is not included in the fixed myRTLS Care price and shall be agreed separately before any on-site support is provided. On-site support is charged on a man/day basis and all transportation, accommodation and other associated costs are borne by the Partner. On-site support price is payable upon Service Provider's invoice issued after the on-site support is agreed between the parties.
- d. The Partner may stop using myRTLS Care at any time. However, unless expressly stated otherwise in these Service Terms, the Partner may not terminate the Contract prematurely and is not entitled to any refund shall he stop using myRTLS Care.
- e. If any sum payable under these Service Terms becomes overdue the Service Provider reserves the right to charge default interest of 0,05 % of the sum due for each day of default. The Service Provider is not obliged to provide any Services to the Partner for time period of Partner's default.
- f. All prices are excl. VAT and any other taxes.
- g. The Partner is obliged to pay the net invoiced amount regardless any obligatory deduction (in form of taxes, fees, etc.) according to the laws of the payer's country. The Partner is obliged to pay all bank charges applicable to the respective transaction.

7. Other Terms

- a. Partner will provide the Service Provider with all information, access, and full good faith cooperation reasonably necessary to facilitate the provision of myRTLS Care. Partner's failure or delay in its performance of the foregoing relieves Service Provider of its obligations under these Service Terms to the extent that such obligations are dependent upon Partner's performance.

8. Termination by the Partner

- a. myRTLS Care may be terminated by Partner prior to the expiration of myRTLS Care Period in the event of a material breach by Service Provider of any term or condition hereof provided that Service Provider fails to cure such breach within ten (10) days after written notice of such breach is given by Partner to Service Provider. In case of such immediate termination, the Partner shall be entitled to a refund of any prepaid price for the portion of the Service Period subsequent to such termination.

9. Limitation of Liability

- a. To the fullest extent permitted by law:
 - i. neither party shall be liable to the other party or anyone else for (i) any loss of profit, loss of revenue, loss due to business interruption, loss of goodwill, reputation or opportunity; or any loss of anticipated savings in each of the foregoing whether direct or indirect; or (ii) any special, incidental, indirect or consequential loss, in each case arising out of or in connection with myRTLS Care or with any breach or non-performance of the Contract, no matter how fundamental (including by reason of negligence) and whether or not the other party had been informed of or was aware that there was a serious possibility of such loss;
 - ii. the total amount for which the Service Provider can be held liable to the Partner in matters arising out of or related to the Contract shall be, in aggregate for all claims and actions, limited to the total price (excl. VAT) paid by the Partner to the Service Provider under a particular Contract.

10. Miscellaneous

- a. These Service Terms apply to the provision of myRTLS Care to the exclusion of any other terms that the Partner seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- b. All relations between the Company and the Partner are governed by the substantive law of Czech Republic. All relations between the Affiliate and the Partner are governed by the substantive

law of the State of Texas, USA. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

- c. All disputes arising out of or in connection with the Contract, when concluded between the Partner and the Company, and in connection with myRTLS Care provided by the Company, including disputes on the conclusion, binding effect, amendment and termination of the Contract, shall be exclusively resolved by the competent courts of the Czech Republic with local jurisdiction according to the registered seat of the Company. All disputes arising out of or in connection with the Contract, when concluded between the Partner and the Affiliate, and in connection with myRTLS Care provided by the Affiliate, including disputes on the conclusion, binding effect, amendment and termination of the Contract, shall be exclusively resolved by the competent courts in and for the State of Texas, USA, with local jurisdiction according to the registered seat of the Affiliate. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights.
- d. If any provision or part-provision of these Service Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Service Terms.
- e. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- f. Unless it expressly states otherwise, the Contract and these Service Terms do not give rise to any rights to third parties to enforce any term of the Contract or these Service Terms.
- g. The Partner shall not be entitled to assign the Contract or any part of it without the prior written consent of the Service Provider.

- h. In case the Contract is concluded directly between the Service Provider and the Customer, these Services Terms shall apply accordingly. In such case, the Customer shall be deemed to be a Partner within the meaning of these Service Terms.