

PRESALES TERMS OF SERVICE

1. GENERAL

- 1.1. These Terms of Service regulate the terms of service of Presales (hereinafter separately referred to as the "**Service**") and are an integral part of the Presales service agreement (hereinafter referred to separately as the "**Contract**", also referred to in the General Terms and Conditions as the "**Service Contract**"). The Terms of Service together with the Basic and General Conditions constitute the main part of the Contract.
- 1.2. In addition to the Terms of Service, the provision of the Service is regulated by the General Terms and Conditions, which are also an integral part of the Contract, i.e. the Service Contract. The General Terms and Conditions set out the general terms and conditions of the provision of the Service, incl. the conditions of payment for the Service, the obligations of the Parties, liability, confidentiality obligation, forwarding of notices, data protection and dispute resolution, etc.
- 1.3. In relation to the provision of the Service, which is not regulated by the Service Conditions or the Contract, the Parties proceed from the provisions of the General Conditions or the Supplement(s) to the Agreement.
- 1.4. The terms used in the Terms of Service have the meaning assigned to them in Chapter 2 of the General Conditions.

2. SUBJECT-MATTER OF CONTRACT

- 2.1. The object of the Service Contract, i.e. the Service Contract, is the provision of the Service or Presales sales promotion service agreed in the Basic Conditions and/or the Supplement to the Agreement.
- 2.2. The Service is provided in accordance with the Contract, its Supplement(s), the General Terms and Conditions of Service. The area of provision of the Service, the planned activities, volume, prices, time of performance and other specific conditions of the Service are set out in the offer submitted to the Client, which is Annex 1 to the Agreement (hereinafter referred to as Annex 1). The Annexes, including Annex 1, become binding on the Parties and enter into force upon mutual signing of the respective Annex or upon entry into the Agreement in accordance with clause 1.3 of the General Conditions.
- 2.3. If the Client wishes to order additional services under the Agreement, they shall be agreed upon as a separate Annex to the Agreement.
- 2.4. The prices of the service are set out in Annex 1 and/or other Annexes. The Service, any other service or additional service belonging to it, the prices of which are not set out in the aforementioned Annex 1 or other Annexes, shall be subject to the prices according to the General Price List.
- 2.5. The contract on the basis of which the Service is provided to the Client is not a contract for services within the meaning of legislation.

3. OBLIGATIONS OF THE PARTIES

- 3.1. The general obligations of the parties are set out in the General Terms and Conditions. In addition to the above, the Parties have the following obligations:
 - 3.1.1. if specific deadlines have been agreed upon in Annex 1 to the Agreement, the Parties undertake to ensure compliance with them upon the entry into force of Annex 1;
 - 3.1.2. Upon providing the Service, the Service Provider undertakes to carry out the agreed activities in accordance with Annex 1 or another Annex (provided that the respective Annex has entered into force);
 - 3.1.3. The Service Provider undertakes to store the information collected as a result of the provision of the Service in a format suitable for use by the Client (Excel, .csv format, in addition, paper media or .pdf format may be used for smaller amounts of data);
 - 3.1.4. The Client undertakes to fully assist the Service Provider with the Client's business-specific information and materials that the Service Provider needs to perform the tasks agreed in Annex 1 and to provide the Service;
 - 3.1.5. The Client undertakes to provide the Service Provider with basic information for the provision of the Service in written, oral or, if available, also in video (etc.) format. The information provided by the Client to the Service Provider must include the following: necessary information about the services provided by the Client, materials about the Client's products, information about the Client's company concept and reference clients.

4. VALIDITY AND EXPIRY OF THE AGREEMENT

- 4.1. Unless otherwise provided in the Basic Conditions, the Contract is for a fixed term and the Contract is valid until the term specified in clause 4.2 of the Terms of Service or until the unilateral extraordinary cancellation of the Contract in accordance with clause 10.4 of the General Conditions.
- 4.2. The Agreement shall be valid from the date of its entry into force and shall terminate automatically (without a respective declaration of intent by the Party) if the Fontakt has terminated the provision of the Service to the Client and the Client has not re-ordered the Service from Fontakt under the Agreement or has not ordered any additional Service within 3 (three) months from the date of termination of the provision of the Service, or if there is no settlement between the Parties under the Agreement or its Supplement within 3 (three) months from the date of the last invoice submitted to the Customer under the Agreement. occurred. The Service Provider reserves the right, but not the obligation, to unilaterally extend the specified term, provided that the Client expresses a wish to order the Service within a reasonable time after the term specified in this clause.

5. FINAL PROVISIONS

- 5.1. These Terms of Service shall be valid upon entry into force of the Agreement as of 01.08.2023.