

**General Terms and Conditions of Škoda Auto a.s. for
the Provision of IT Services to External Partners**

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1. Introductory Provisions

1.1 General Principles

These General Terms and Conditions of Škoda Auto a.s. for the provision of IT services to external partners (hereinafter "**GTC**") are issued by Škoda Auto a.s. (hereinafter the "**Provider**") in compliance with legal regulations. These GTC stipulate the basic rules applicable to all relationships arising between the Provider and an external partner (hereinafter the "**Customer**"; Customer and Provider jointly referred to as the "**Parties**" or individually as the "**Party**") based on an agreement concluded in relation to provision of IT services (hereinafter the "**Agreement**" and "**Services**").

1.2 Integral Part of Agreement

The GTC form an integral part of Agreement between the Parties concluded in relation to the Services if such Agreement refers hereto and the GTC are attached to the Agreement, or the Customer has been otherwise acquainted herewith. Should Agreement contain provisions different from GTC, such provisions shall prevail of the provisions contained in GTC.

1.3 Right to Amend GTC

In connection with the development of IT technologies, the legal environment and with regard to the Provider's strategy, the Provider has the right, in the interest of improving the quality of the Services, to amend GTC.

Amendment that has a demonstrably and fundamentally negative impact (such as material restriction of the Customer's right to use the Services, the introduction of new significant obligations of the Customer, a significant extension of the Provider's rights at the expense of the Customer, or any other limitations of the Customer's rights) on the Customer's rights or obligations shall be notified well in advance. In this case, the Customer may terminate the Agreement in line with Clause 12.1(d). Unless the Customer exercises its right to terminate the Agreement, the amended GTC shall be deemed accepted and binding as of the effective date of the amendment stated therein.

Amendment that does not have a demonstrably and fundamentally negative impact on the Customer's rights or obligations (such as changes of a formal, organizational or technical nature, clarifications or refinements of existing provisions, updates required by applicable law, or other changes that do not materially affect the Customer's rights or obligations) shall be binding as of the effective date stated therein. Such amendment does not entitle the Customer to terminate the Agreement.

2. Obligations of Customer and Provider

2.1 Customer's Obligations

Within the framework of co-operation, the Customer shall in particular:

- a. use the Services exclusively in accordance with legal regulations, GTC and the Agreement;
- b. comply with all safety instructions, standards and documents of the Provider relating to the use of the Services;
- c. cooperate with the Provider in all matters reasonably necessary for the proper provision of the Services, in particular by providing the requested information and materials in a duly and timely manner, making the necessary decisions and approvals, and ensuring the involvement of its employees;
- d. avoid using the Services in a manner that could compromise the security, integrity, or availability of the Services or the Provider's systems; in particular, may not perform penetration tests, vulnerability scans, or other forms of attacks without the Provider's prior written consent;
- e. secure all the necessary information, which the Provider requires for proper operation of the Services;
- f. ensure accuracy of processed data (for which the Customer is responsible);
- g. procure communication and approval of changes in line with the Change Management process;

- h. prevent access of unauthorized persons;
- i. not use, combine or integrate the Services in a manner that would result in a breach of applicable open-source license terms or impose any additional licensing obligations on the Provider;
- j. refrain from reverse engineering, decompiling or otherwise attempting to derive the Source Code or underlying ideas of the Services, nor permit any third party to do so;
- k. secure (by technical and organizational measures) Provider's data and software against destruction, damage, unauthorized modification or theft;
- l. appoint a representative as a contact partner in case of a Failure, who shall be responsible for the following tasks:
 - receipt and solution of shortcomings on the Customer's part;
 - preliminary Failure clarification;
 - determination of Failure priority; and
 - Failure reporting;
- m. immediately notify the Provider of any Services Failure via formal channels;
- n. if necessary, allow Provider's authorized staff to enter the premises of the Customer;
- o. prepare and update the capacity plan. In principle, the Provider bases his activities on the increase in data volume as compared with the previous year. Any special requirements must be notified by the Customer one year in advance;
- p. determine the period and method of data archiving;
- q. administer the access rights of its users;
- r. cooperate on Services testing;
- s. cooperate on Services version change. Any change is subject to the Change Management process;
- t. receive, perform and archive orders for software takeover according to legislative requirements; and
- u. in the case of operation on the 24x7 basis, accept the maintenance time proposed by the Provider.

2.2 Provider's Obligations

The Provider shall:

- a. notify the Customer about extraordinary Services shutdown via an agreed communication channel at least 48 hours beforehand. It shall not apply if situations specified in Clause 2.3 occur;
- b. process the required data properly;
- c. propose the System maintenance intervals in dependence on the agreed Services operation time;
- d. prepare a plan of regular Services shutdowns and provide this plan to the Customer well in advance;
- e. uphold the standard of the Services provided;
- f. operate and support necessary computer Systems including appropriate network components, SW and Middleware;

- g. arrange for operation, support and licensing of common Middleware required according to the Group standards. The use and operation of SW that differs from the Group standards shall be considered on a case-by-case basis and the costs of such SW implementation shall be covered by the Customer;
- h. optimize the setting of the components making up the Services;
- i. secure (by technical and organizational measures) Customer's data and software against destruction, damage, unauthorized modification or theft;
- j. carry out appropriate measures and methods to secure the data and software against unauthorized access;
- k. perform version changes and updates of the Services components timely so that the standard of the provided Service is not jeopardized;
- l. arrange for consultations to provide support to the Customer in all matters and in all tasks resulting from the subject of the provided Services;
- m. secure antivirus protection of the Provider's technological solution;
- n. secure Services support via the Skoda Auto Service Desk;
- o. monitor and protect the Services and support Systems. (Hardware, application SW, processes, services, network components and source codes);
- p. monitor deadlines for archiving of data and reports; and
- q. comply with work schedules.

2.3 Limited Services Availability

The Provider may limit availability of the Services in case of:

- a. reasonable suspicion of a security incident, cyber attack, spread of malicious code (malware, viruses, etc.) or other threat to the security or integrity of the Services, systems or data and ascertained gaps in safety of the used SW (for which the SW author is liable);
- b. occurrence of extraordinary event due to Force Majeure (such as fire, flood, lightning, natural disaster, power or network outage, act of public authority, strike, lock-out, pandemic or other event beyond the Provider's reasonable control), which threatens the provision of Services. The Provider shall notify the Customer to this effect immediately;
- c. providing the Services would lead to a violation of legal regulations, binding decisions of public authorities, sanction regimes, anti-money laundering rules, or other obligations, including internal regulations;
- d. The Customer is in default with the payment of any monetary claim of the Provider under the Agreement for a period longer than 30 days from the date of its maturity;
- e. The Customer violates its obligations under these GTC, the Agreement or documents of the Provider relating to the use of the Services; or
- f. technical infrastructure or third-party services on which the provision of the Services depends are restricted, interrupted, or otherwise unavailable, and the Provider cannot directly influence these circumstances.

Unavailability of Services for which the Customer, its employees or a third party authorized by the Customer are liable, shall not be regarded as limited availability.

The Provider shall inform the Customer of any limitation of the Services under this clause without undue delay, as soon as circumstances permit, and shall, if possible, also inform the Customer of the expected scope and duration of the limitation.

The period during which the provision of the Services is limited in accordance with this clause shall not be included in the calculation of the availability of the Services under Clause 5.5.

3. Rights of Provider

3.1 Subcontractors

The Provider is entitled to use subcontractors in the provision of the Services without the prior consent of the Customer. The Provider shall ensure that any subcontractor engaged in the provision of the Services is bound by obligations of confidentiality and data protection corresponding to those of the Provider under the Agreement. The Provider shall remain responsible for the performance of the Services in accordance with the Agreement; however, any acts or omissions of subcontractors shall be attributed to the Provider solely within the limits of liability according to Clause 11.1. The Customer shall have no right to assert any claims directly against such subcontractor.

3.2 Right to Modify the Services

The Provider is entitled to unilaterally modify, update or replace the technologies, infrastructure, software components, technical parameters or operational procedures used for the provision of the Services. The Provider is further entitled to discontinue the support of outdated or end-of-life versions of software or components, provided that such versions are replaced by supported versions. Such modifications shall not constitute a change of the Agreement and shall not require any amendment or consent of the Customer, provided that they do not result in a material adverse impact on the core functionality of the Services as agreed. The Provider shall notify the Customer of such modifications in advance, where reasonably practicable. Modifications pursuant to this clause shall not constitute a breach of the Agreement, shall not give rise to any liability, compensation or termination rights of the Customer.

3.3 Change in law

If any change in applicable law, regulation, binding decision of an authority or generally binding interpretation thereof (hereinafter "**Change in Law**") affects the provision of the Services or the Provider's obligations, the Provider shall be entitled to take any measures reasonably necessary to ensure compliance with such Change in Law. Such measures may include modifications of the Services, technical or organizational changes, restrictions of functionalities, suspension of affected parts of the Services, or changes to security or compliance procedures.

If a Change in Law results in increased costs or materially affects the scope of the Services, the Provider shall be entitled to reasonably adjust the price, scope or provision of the Services accordingly.

The Provider shall notify the Customer of such measures without undue delay.

Measures taken pursuant to this clause shall not constitute a breach of the Agreement, shall not give rise to any liability, compensation or termination rights of the Customer.

4. Reporting

Within the framework of the so-called "reporting", the Customer shall provide, on the Provider's request, information on the progress of the Agreement performance as regards agreed technical parameters and terms and conditions as stipulated in the Agreement to the Provider's authorized representatives via an agreed communication channel.

5. Services Parameters

5.1 Operation Time

During the operation time, the Customer shall have the Services available as defined in the Agreement. Outside operation time, the Services may be limited and maintenance and repairs may be carried out.

If the Customer requires the Services outside the agreed operation time, it must agree with the Provider well in advance. Availability computation is based on the operation time agreed in the Agreement.

5.2 Response Time

The Response time is a time that elapses from the moment of a Failure reported by the Customer to the Provider's 1st, 2nd or 3rd Level Support to the moment when a relevant action is taken (remote or on site action).

5.3 Maintenance Time

Maintenance time is time outside the agreed operation time.

The Provider may use maintenance time to carry out maintenance and repairs of components operated by the Provider.

The Customer may not use the Services during maintenance time. The Provider is not obliged to notify the Customer about the carried out works, unless stipulated otherwise in the Agreement. If the agreed operation time is 24x7, the Parties shall agree on the maintenance time according to Clause 2.1.

5.4 Failure Time

The Customer is aware that despite all preventive measures and careful handling, the production system may fail. The Provider shall introduce suitable technology and methods aimed at technological development and effect the necessary change in time to minimize the risk and to ensure continuous provision of the Services.

The failure time means the time that elapses from the moment when the Provider's 1st Level Support receives Customer's Failure report to the moment when the Customer is again able to use the Services.

The Provider and the Customer may agree that a reference transaction shall be used as a basis for measuring the Failure. This reference transaction shall be run at specified intervals.

If the Services are provided via WAN connectivity, the standard WAN solution is delivered using fully redundant and two physically independent cable routes. Total failure (both routes) due to a fault on the WAN connectivity provider, shall not be included in the Services failure time.

5.5 Services Availability

Availability of Services (SV) is determined on a monthly basis and is expressed in percentage. The agreed operation time is taken as a basis.

Monthly SV (SV_M) represents a ratio of the failure time (t_A) to the total operation time (t_G) in the respective month.

The failure time does not include Services interruption, which has been planned in the operation time after mutual agreement, or events specified in Clause 2.3.

Availability of Services is calculated according to the following formula:

$$SV_M = \left(1 - \frac{t_A}{t_G}\right) \times 100\%$$

Measurement of the Availability of Services is carried out by the Provider, unless stipulated otherwise.

5.6 Services Response

The Parties may agree that a reference transaction shall be used as a basis for the service Response measurement. The measuring method, limit values and frequency of measurement may be stipulated in the Agreement.

5.7 Accident Prevention

An accident is defined as a total failure of the Network Control Centre, which renders performance to the Customer, as a result of which an Integrated Network Control Centre will have to be used for renewal of the Services.

The procedures for solution of an accident shall continuously be adapted to the changing technological and organizational environment.

In order to ensure the best possible accident prevention, the Provider may run a simulation of an accident in which the Customer shall be involved if necessary. Details shall be described in an accident plan, which shall be prepared by the Parties.

Such test may be carried out each year; the Provider shall be authorized to carry out such test in the necessary scope in order to ensure that the server Systems and networks operated by the Provider are secured against accident in the best possible way.

6. Acceptance

The Services, or any part thereof, shall be deemed accepted upon their delivery, making available or commencement of use by the Customer. In case of Services provided on a continuous basis, each provision of the part of Services shall be deemed accepted when this part of the Services is provided.

The Customer shall notify the Provider in writing of any material defects without undue delay after such defects occur or become apparent. A defect shall be considered material only if it prevents the core functionality of the Services as expressly agreed.

If the Customer fails to notify the Provider of any material defects within 14 days from becoming aware of such defects, or should reasonably have been identified by the Customer, or if the Customer starts using or continues using the Services, the Services shall be deemed accepted without reservation.

Minor defects, cosmetic issues, documentation deficiencies or requests for changes or enhancements shall not constitute grounds for refusal of acceptance.

Upon acceptance, the Services shall be deemed duly provided and any further issues shall be addressed exclusively in line with the Agreement.

7. Service Audit and Inspection

7.1 Audit

The Parties undertake to enable to each other and to authorities authorized by law to audit activities resulting from the Agreement. It is essential to ensure that the persons authorized with auditing receive necessary information.

7.2 System Inspection

The Parties undertake to provide support to each other during mutual system inspections which shall focus on proper data processing, and to make available for inspection, in the necessary scope, the methods and documentation used for the Services provision.

Audits shall be limited to the extent reasonably necessary and shall not interfere with the other Party's operations or the provision of services to other customers.

7.3 Notice on Audit and Inspection

An audit or inspection shall be notified by one Party to the other Party no less than 7 days before the required beginning of an audit or inspection.

8. Data Protection

If the Provider receives access to personal data during the fulfilment of contractual obligations, it is obliged to comply with applicable regulations on personal data protection and the Data Processing Addendum for Data Controller, which contains the conditions for the processing of personal data by the Provider as a data processor and for the Customer as a data controller. The Data Processing Addendum for Data Controller is available at www.vwgroupsupply.com. Relevant deviations must be explicitly agreed in writing between the Parties.

9. Confidentiality

The Parties undertake to maintain confidentiality in relation to classified information and all contractual documentation. The duty of confidentiality also applies to information obtained during the Agreement negotiation stage. The same also applies after the contractual relationship has been terminated.

The Parties shall bind in writing third parties, which are involved in the performance of Services, with confidentiality obligation in relation to facts that they learn in connection with the performance of Services under the Agreement, or shall at least obtain their written confirmation on their observance of the confidentiality obligation.

The Customer may refer to its business relationship with Provider as part of its marketing activities only if Provider has agreed to this in writing in advance.

The Customer is obliged to reimburse the Provider for any asset-related damage, including lost profits, if any, caused by the breach of the Provider's duties as stipulated in this Clause, under Civil Code.

10. Charging for Services

10.1 Price and Currency

The price of and currency of payment for the provided Services are determined in the Agreement. The Customer is obliged to pay in determined currency and to bank account as stated on the tax document.

10.2 Beginning of Charging for Services

The date when the Services begin to be charged shall be the date when the respective Agreement comes into effect.

10.3 Charging for Services

The Services prices are VAT exclusive.

All payments and payment terms are regulated by applicable Czech laws.

Invoices shall be issued on a monthly basis, unless stipulated otherwise in the Agreement.

Maturity of invoices shall be 30 days of the invoice date, unless stipulated otherwise in the Agreement.

If requested by the Provider, the Customer has to prove the possession of the bank account that will be used for commercial payments from the Provider in accordance with the GTC or the Agreement. The same is valid for any other bank account that may be used in the commercial relationship with the Provider. The Provider is entitled to stop all relevant payments until the Customer provides sufficient respective evidence. If requested by the Provider, the Customer is obliged to report the balance of open book entries arising from mutual business transactions that are present in the Customer's accounting books as at the reference date and, if necessary, explain and agree on discrepancies against the balance stated in the Provider's accounting books.

In accordance with applicable legal regulations, the Provider shall be authorized to make a unilateral set-off of mutual receivables.

The Customer is not entitled to transfer or pledge any receivables arising from the Agreement.

10.4 Price Adjustments

The Parties agree that the prices for provided Services shall remain valid for one year, unless otherwise stipulated in the Agreement.

The prices validity shall be automatically extended by another 12 months subject to the Parties not agreeing in writing on price adjustment.

11. Damages

11.1 Compensation of Damage

The Provider shall compensate only actually incurred damage, whereas, to the extent permitted by applicable legal regulations, shall not be liable for any indirect, incidental or subsequent damage, damage to data or loss of profit or income or any other financial loss, including damage arising from non-performance of obligations towards administrative authorities, irrespective of whether such damage is a result of a breach of agreement or of a tort. In one calendar month, the Provider shall not be obliged to pay compensation in excess of the monthly fee, i.e. the payment due in the respective calendar month. Lost profit (in relation to performance under the relevant Agreement) shall, therefore, not be compensated. For the avoidance of doubt, the limitation set out above applies to the total aggregate liability of the Provider for all claims arising out of or in connection with the Agreement in the relevant calendar month. All claims, regardless of their legal basis, shall be aggregated and subject to the same liability limit.

11.2 Conventional Fine

The Agreement may stipulate a conventional fine. If a conventional fine for the breach of the Provider's duty is agreed in the Agreement, compensation of damage caused by a breach of duty, which is subject to the conventional fine, may not be claimed.

11.3 Extraordinary Events

The Provider shall be released from his duties arising from GTC and Agreement, if the provision of Services is prevented as a result of an extraordinary event, such as fire, flood, lightning, natural disaster, power or network outage, act of public authority, strike, lock-out, pandemic or other event beyond the Provider's reasonable control.

11.4 Exclusion from Liability for Damage

The Provider shall be released from liability for damage caused by the unavailability of Services, which is due to a fault on the side of the Customer, his employees or third person authorized by it.

The Provider shall not be liable for any damage arising from:

- a. loss of data, where the Customer failed to comply with its backup, archiving or data recovery obligations;
- b. incorrect, incomplete or unlawful input data provided by the Customer;
- c. integrations, interfaces or modifications implemented by the Customer or third parties not authorized by the Provider; or
- d. misuse of the Services or breach of security obligations by the Customer.

12. Termination

12.1 Agreement, Notice, Withdrawal

The contractual relationship may be terminated as follows:

- a. by a written agreement of the Parties; the contractual relationship shall terminate upon signing of the agreement by both Parties;
- b. by a written three-month notice of termination, which starts to run on the first day of the month following after delivery of the written notice to the other Party;
- c. by withdrawal of either Party from the Agreement if the other Party fails to remove defects or non-performance of obligations under the Agreement even within a period of 30 days after receipt of the written notice of such defect or non-performance; or
- d. by written notice of termination by the Customer, in the event of an amendment of GTC as described in Clause 1.3. The Customer must deliver the notice of termination to the Provider no later than 7 days upon receiving notification of the GTC amendment. The Agreement shall terminate on the day immediately preceding the effective date of the amended GTC, unless stipulated otherwise in the Agreement.

Upon termination of the Agreement, the effect of all amendments or annexes shall be also automatically terminated.

12.2 Settlement of Mutual Claims

Prior to termination of effect of the Agreement and immediately after termination of effect of the Agreement in cases specified in Clause 12.1, the Parties are obliged to settle their mutual claims and obligations arising from the Agreement.

12.3 Data Handling

Upon termination or expiry of the Agreement, the Provider is obliged to return Customer's data back to the Customer in a period of up to 14 days, unless agreed otherwise.

The Provider returns the Customer's data in a commonly used and machine-readable format. Any assistance beyond standard data export shall be subject to a separate agreement and additional fees.

After the expiry of the retrieval period, the Provider shall be entitled to delete or anonymize the Customer's data without further notice, unless retention is required by applicable law.

For the avoidance of doubt, data stored in backups or logs may be retained for a limited period in accordance with the Provider's internal retention policies and shall not be actively processed.

Following the deletion or anonymization of data, the Provider shall have no responsibility for the Customer's data.

12.4 Salvatory Clause

Should any of the provisions of these GTC or the Agreement is or becomes, or is ruled, invalid or unenforceable, this shall not affect (to the maximum possible extent permissible under the applicable legal regulations) the validity and enforceability of the remaining provisions hereof or the Agreement. In such case the Parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision, the object and intent of which is legally admissible and as close as possible to the object and intent of the provision to be substituted.

12.5 Decisive Law

If not otherwise stipulated, all the obligations arising under these GTC and the Agreement shall be regulated by the provisions of the Civil Code and the laws of the Czech Republic. The Parties by this expressly agree following:

- a. business practices shall not take precedence before the provisions of the Civil Code that are not mandatory in nature;
- b. the Customer takes over the risk of change of circumstances;
- c. an acceptance of the offer with any modifications doesn't result in execution of the Agreement even if the modification does not affect the original terms in a significant way. The same shall be valid for negotiation of any changes of the Agreement or conclusion of consequential partial agreements; and
- d. use of §1799 and §1800 of the Civil Code are hereby excluded for the Agreement with respect to the adhesion agreements.

Possible disputes shall be decided by courts of the Czech Republic having subject-matter and territorial jurisdiction over the Provider.

The application of conflict rules of the Czech international private law and the provisions of the United Nations Convention of April 11, 1980 on agreements for the international sale of goods is excluded.

13. Intellectual Property

All intellectual property rights related to the Services, including software, platforms, technologies, documentation, processes, know-how and any modifications or improvements thereof, shall remain the exclusive property of the Provider or its licensors.

Subject to the terms and conditions of this GTC and Agreement, the Customer is granted a non-exclusive, non-transferable, non-sublicensable and time-limited right to use the Services solely for its internal business purposes and only for the duration of the Agreement.

No ownership rights or intellectual property rights are transferred to the Customer under the Agreement.

Any modifications, enhancements, updates or developments of the Services, including those resulting from the Customer's requests or feedback, shall constitute intellectual property of the Provider.

Aggregated, anonymized or statistical data derived from the provision or use of the Services shall not be considered Customer's data and may be used by the Provider for its internal purposes.

If the Free and Open Source code is a part of the Service, the Provider shall ensure that all obligations arising from the licenses of this Free and Open Source code are fulfilled. The Provider is responsible for complying with the Free and Open Source code licenses that it has used as part of the Service.

14. Cybersecurity

The Provider shall implement and maintain reasonable technical and organizational measures designed to protect the Services against unauthorized access, data loss or security breaches, taking into account the nature of the Services and generally accepted industry standards.

The Provider does not guarantee that the Services will be free from security vulnerabilities, incidents or unauthorized access, nor that all security risks can be fully eliminated.

The Customer shall be responsible for the security of its systems, devices, networks and access credentials and shall comply with the Provider's security instructions, recommendations and immediately report any suspected security incident.

In the event of a security incident affecting the Services, the Provider shall take reasonable steps to mitigate the incident and shall notify the Customer without undue delay. Such notification shall not constitute an admission of fault or liability.

The Customer is obliged to provide the Provider with all reasonable cooperation in resolving security incidents relating to Services, in particular to provide the requested information, enable the necessary investigations to be carried out, and accept the proposed corrective measures in its environment.

If Customer is a regulated entity subject to additional cyber security requirements and these requirements also result in obligations for the Provider as a supplier, the Provider shall provide all necessary cooperation to best meet these requirements. However, the Provider does not undertake to comply with such additional requirements without prior agreement.

15. AI

The Provider is entitled to provide Services consisting in the delivery of artificial intelligence or performance created or co-created by artificial intelligence.

When artificial intelligence is used, the Provider shall guarantee human supervision of such artificial intelligence by trained persons.

16. Miscellaneous

The Provider may, at its sole discretion, reject the provision of the Services, modify the scope of the Services or make the provision of the Services conditional on obtaining a license, to the extent this is necessary to comply with applicable law, in particular, but not exclusively, with the sanction law. The Customer does not have any claims against the Provider because of such rejection, modification or not obtaining the license.

The Customer hereby undertakes to comply with the relevant licensing requirements and bans applicable to delivered Services. Furthermore, the Customer undertakes to ensure that all delivered Services are only used in accordance with the contractual arrangements. The Customer is also responsible for verifying and ensuring compliance with all EU and U.S. sanctions and sanctioning regulations, as well as compliance with all restrictions and regulations on dual-use items and military equipment.

The Parties have agreed that all documents may be delivered electronically.

17. Definition of Terms

Provider – Škoda Auto a.s., with its registered office at tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav, a company incorporated in the Commercial Register kept by the Municipal Court in Prague (Městský soud v Praze), under File No.: B 332, Company identification No.: 00177041, Tax identification No.: CZ00177041.

1st Level Support – serves for the purpose of receiving requirements from the Customer via: e-mail, telephone call or any other agreed communication channel. Simple incidents, such as loss of password, are solved at this level.

2nd and 3rd Level Support – includes professional solver teams for problems pertaining to a) operation of the system and infrastructure and b) application support (development teams). These levels also include partner companies of the Provider that are in some way involved in the subcontracts for the Services.

FI – internal department of the Provider in charge for Information Technology of the Provider.

Hardware ("HW") – computer system and communication equipment (excluding software).

Change Management – procedure for managing changes to the Services based on a change request (RfC) initiated via the Change Request Form, which is attached to the Agreement.

ICT – Information and Communication Technology, components related to infrastructure.

INCC – Integrated Network Control Centre – internal designation of the building – additional seat of the computer centre.

Incident Management – standard written down procedure of FI Department for elimination of a majority of defects (i.e. incidents) in the provided Services.

IS – Information Services – services relating to the application aspect of Services.

IT – Integration Technology; IT=ICT+IS.

Group – entities owned by the Volkswagen Group.

Metrics – parameter, according to which the provided Services are measured or technical parameters of the Services.

Middleware – database system, web portal or application base. It is a certain “superstructure” of system administration with emphasis on monitoring, safety or configuration administration of the given application.

NCC – Network Control Centre – internal designation of the building – main seat of the Provider's computer centre.

Civil Code – Act No. 89/2012 Sb., Civil Code, as amended.

Response – the time necessary for the processing of input instructions by the System from Customer's point of view.

Failure – deviation from the agreed Services standard (also defect, error).

Problem Management – Services management under a situation when incidents develop into problems, i.e. errors, which require mainly longer-term solutions in order to prevent occurrence of such error in the future.

SLA – Service Level Agreement.

SLD – Service Level Description, a the document contained in the annex to the Agreement – Service Specification, which contains technical description of the parameters of the provided Services including contacts, prices, etc.

Service Desk – Provider's internal department that processes failure reports from the Customer.

SV – Availability of Services.

Software (“SW”) – an aggregate name for system software, application and other software.

System Software (“System”) – operating systems, database systems and computer programs enabling SW function.

(t_A) – ratio of the failure time to total operation time.

(t_G) – total operation time.

Source Code – writing down a computer program text in a programming language, which is saved in one or more text files (the so-called projects). The source code is subsequently either directly interpreted, or a separate executable file consisting of machine instructions is created first out of it and only then it is directly run (executed by the computer processor). The Provider shall not be obliged to disclose the source code of SW relating to the Services (SW, by means of which the Services are provided to the Customer under the Agreement).

18. GTC Effect

General Terms and Conditions come into effect on 1st June 2026.