

Reskript Terms of Service

Legal Terms of Service

Your use of the Service is governed by the following terms of service (“Terms”). Please review the Terms carefully before using the Service. Do not use the Service if you do not accept the Terms.

1. Service

1.1. Reskript is a software as service solution developed, owned and provided by Medical Pharma Services, s.r.o., Tibetska 806/2, 160 00 Prague, Czech Republic (European Union), Company ID: 27094849, VAT ID: CZ27084949 (further “MphaR”). Reskript is a software as a service solution provided through a cloud-based platform that enables real-time active engagement of participants at a collaborative joint creation and editing of the documents, texts, presentations during meetings, trainings, workshops or other types of events (together “Service”). The Service runs due to the “Underlying Systems” meaning the Reskript software, IT solutions, systems and networks (including software and hardware) owned by MphaR and used to provide the Service, including any third-party solutions, systems and networks and any software components MphaR may make available, via app stores or any other channels, as part of or related to, the Service (“Components”).

1.2. The Service can be accessed through an electronic device with an internet connection by going to www.reskript.com (“Website”).

1.3. There are several types of plans offered under the Service, available at reskript.com/pricing. Except for the Basic plan, a payment of a fee according to the fees and payment section of these Terms is required.

1.4. After choosing their preferred plan, an organizer will need to sign up using their name, surname, an individual email address and a password via the Website and create an account via the Service and use the features of their chosen plan.

1.5. The organization that an organizer represents in agreeing to the Terms is our customer (“Customer”). The organizer represents and warrants that the organizer:

- a. is an authorized representative of the Customer and has the full legal authority to bind the Customer to these Terms;
- b. has read and understands these Terms; and
- c. agrees on Customer’s behalf to these Terms in their entirety.

The organizer explicitly indicates and accepts that the Service is for professional use only and that this is a business transaction to which consumer rules do not apply.

1.6. Customer cannot be a consumer and the Terms are governed by the Commercial Code.

1.7. Subject to the limitations of the chosen plan, Customer may authorize any person to be an organizer or a participant. The Customer, the Customer's organizers and the Customer's participants are, collectively, users of the Service ("Users").

1.8. In order for a participant to start using the Service, the participant needs to sign up. The use of the Service is free for participants.

1.9. Subject to the clause 12, MphaR ensures the Service is available on a 24/7 basis. However, it is possible that on occasion the Service may be unavailable to permit maintenance or other development activity to take place, or in the event of Force Majeure. The Customer will be able to check the availability of the Service and timing of scheduled maintenance at reskript.com.

1.10. MphaR may contact the Customer to send the Customer emails directly or indirectly relating to the Customer's use of the Service.

1. Service

MphaR offers a Reskript service that enables real-time active collaborative engagement of participants at an event. You can access the Service through your electronic device with internet by going to reskript.com.

Your level of service will depend on your chosen plan. The plans you can choose from are available at reskript.com/pricing.

The use of the service is free for participants, they only need to complete the registration process. An organizer, representing their business, needs to create an account through reskript.com by signing up. In doing so, the organizer agrees to these Terms on behalf of the business.

3. Customer Data

3.1. We may collect the following Customer Data that Customer or Customer's Users submit to us through the Services or that is collected automatically:

	Category	What does it mean
Customer Data	Content data	Documents, Texts, Presentations, Questions, Projects, Ideas, any other content which Users submit via the Service in their sole discretion.

Purchase data	Reskript plan, price, billing details.
Payment data	We do not collect such information, it is collected directly by the payment gateway.
Contact data	Such as User profile data (name, email) address data of people reaching out to us.
Technical data	Data collected automatically when you use our Services, such as device data, log data, location information, cookies.

3.2. The customer is and continues to be the owner of all Customer Data.

3.3. In order to use their chosen plan, Customer (for itself and Users) grants to MphaR free of charge a worldwide, non-exclusive, limited-term rights to access, use, process, copy, distribute, disclose, perform, import and display Customer Data for the duration of the provision of the Services:

- a. as reasonably necessary to provide, maintain, improve the Services according to the Terms incl. Privacy Policy (incl. preventing or addressing Service, security or integrity, support or technical issues);
- b. as otherwise expressly permitted by Customer;
- c. as reasonably necessary to protect from harm or illegal activities or to comply with applicable law, law enforcement or to exercise or defend legal claims.

Customer represents and warrants that it has secured all rights in and to Customer Data from the Customer's Users as may be necessary to grant these rights.

3.4. Only anonymous and aggregated Customer Data may be used for the improvement of our Services. Content data in Enterprise plans is not used for Service improvement purposes.

3.5. Data is protected in all types of plans. When applied, Customer Data are only shared with:

- a. the Customer and Customer's Users; and
- b. MphaR staff and service providers.

3.6. MphaR's use of Customer Personal Data specifically shall also be governed by MphaR's Privacy Policy ("Privacy Policy") and Data Processing Addendum("DPA"). Please read the Privacy Policy and the DPA, which are incorporated into and made a part of these Terms by this reference as though fully set forth herein. MphaR strictly follows EU GDPR requirements.

3.7. MphaR takes standard industry measures to back up all Customer Data stored using the Services.

3.8. Protection of Customer Data is a top priority for MphaR so MphaR will maintain administrative, physical, and technical safeguards described in our Security Addendum. Those safeguards will include measures for preventing unauthorized access, use, modification, deletion and disclosure of Customer Data by MphaR personnel. Before sharing Customer Data with any of MphaR service providers, MphaR will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Customer (not MphaR) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' possession or control or when Customer chooses to use unencrypted gateways to connect to the Services.

3. Customer data

You own all your data at all times and decide on the level of privacy. MphaR treats all your data according to the principles of confidentiality and protects it. MphaR handles your personal data in accordance with Privacy Policy and the Data Processing Addendum. If you have an Enterprise plan, we won't use your data for Service improvement.

4. Confidentiality

4.1. "Confidential Information" means non-public information that a party designates as being confidential to the receiving party or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential by the receiving party. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including Customer Data, MphaR security documentation, released or unreleased disclosing party software or hardware products, the marketing or promotion of any disclosing party product, disclosing party's business policies or practices, and information received from others that disclosing party is obligated to treat as confidential.

4.2. The parties agree that Confidential Information shall not include any information, however, designated, that: (a) is or subsequently becomes publicly available without the receiving party's breach of any obligation owed the disclosing party under these Terms; (b) is rightfully acquired by or known to the receiving party prior to disclosure by the disclosing party without an existing confidentiality obligation; (c) is known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party under this clause 4; or (d) was independently developed or acquired by any employee, director, affiliate, professional advisor, agent, independent contractor, data sub-processor, and consultant ("Representative") of the receiving party without access to the Confidential Information of the disclosing party.

4.3. The party receiving any Confidential Information of the disclosing party shall not disclose such information to third parties for three (3) years following the date that the disclosing party first discloses such Confidential Information pursuant to these Terms, except that the receiving party may disclose Confidential Information: (i) to its Representatives on a need-to-know basis, provided that the receiving party has executed appropriate written agreements with each such Representative sufficient to enable compliance to the same or greater degree as required under this clause 4 or in case of professional advisors, these have to be bound by ethical duties respecting Confidential Information in accordance with the terms of this clause 4; or (ii) in accordance with a judicial or other governmental order or request, provided the receiving party shall, as far as legally possible, give the disclosing party reasonable opportunity to seek a protective order, or obtain written assurance from the applicable judicial or governmental entity that will afford the Confidential Information of the other party the highest level of protection afforded under applicable law or regulation.

4.4. The receiving party shall be responsible for any failure by any of its Representatives to comply with any of the terms of this clause 4.

4.5. The receiving party shall take reasonable security precautions, no less than reasonable care, to keep confidential the Confidential Information of the disclosing party.

4.6. The receiving party agrees not to disclose, reproduce, summarize and/or distribute the Confidential Information of the disclosing party except in pursuance of the receiving party's business relationship with the disclosing party, and only as otherwise provided hereunder.

4.7. The receiving party shall notify the disclosing party without undue delay upon discovery of any unauthorized use or disclosure of the disclosing party's Confidential Information, or any other breach of this clause 4 by the receiving party or its Representatives.

4.8. The receiving party shall, at the disclosing party's request and option, return or delete all originals, copies, reproductions and summaries of the Confidential Information of the disclosing party. Notwithstanding anything to the contrary in this clause 4.8., neither of the parties shall be obligated to delete Confidential Information that is contained in an archived computer system backup; provided, however, that any such Confidential Information shall be subject to the terms and conditions of this clause 4 and shall be automatically deleted on a permanent basis on the expiry of the period of the archived computer system backup.

4.9. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the disclosing party shall be entitled, without waiving any other rights or

remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4.10. The terms of confidentiality under these Terms shall not be construed to limit the receiving party's right to independently develop or acquire information products without the use of the disclosing party's Confidential Information.

4.11. All Confidential Information is and shall remain the property of the disclosing party. By disclosing Confidential Information to the receiving party, the disclosing party does not grant any express or implied right to the receiving party to or under any patents, copyrights, trademarks, trade secret information or any other intellectual property right, except as otherwise specifically provided herein.

4.12. The receiving party understands and acknowledges that the disclosing party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or other information provided to the receiving party, except as otherwise specifically provided herein.

4. Confidentiality

MphaR treats all your data according to principles of confidentiality and we expect the same treatment from you if we send you some confidential information.

5. Customer obligations and warranties

5.1. Customer shall ensure that the use of the Service by the Customer and each of Customer's organizer and the participant is in compliance with these Terms.

5.2. Customer warrants that Customer has full power and authority to enter and perform the Customer's obligations under the Terms.

6. Authorized use

6.1. Customer shall ensure that information provided to MphaR as reasonably requested by MphaR and relating to the provision of the Services shall be accurate, complete and up to date. Customer shall use reasonable efforts to keep this information accurate, complete and up to date.

6.2. Customer is responsible for all activity that occurs under the organizer's account. Organizer's access credentials shall be kept confidential and if the Customer or the Customer's organizer knows or suspects that anyone other

than the organizer knows the organizer's access credentials, Customer shall promptly notify MphaR. Customer shall ensure an organizer does not assist anyone else in accessing the organizer's account on an unauthorized basis, including by sharing, publicly offering, selling, or offering to sell the organizer's access credentials to third parties or otherwise in breach of these Terms; create more than one account to access the Service except as expressly permitted by MphaR; or transfer the organizer's account to any third party or otherwise commercially exploit the Service.

6.3. Customer shall not and shall ensure the Customer's Users do not use the Service in contravention of these Terms, the requirements of any applicable national, state, provincial and local laws, ordinances, regulations and codes, orders, requirements, directives, decrees, decisions, judgments, interpretive letters, guidance and other official releases of any regulator that are applicable to the Users, their affiliates, the Service or any other matters relating to the subject matter of these Terms. This applies specifically, but not exclusively, to data protection or privacy laws, export control laws etc.

6.4. Customer and Customer's users shall not use the Service in a way that may harm MphaR or any third party or interfere with the functionality or operation of the Service or Underlying Systems, including, but not limited to:

- a. attempting to cause harm to the security or integrity of the Service or the Underlying Systems;
- b. attempting to probe or test the vulnerability of the Underlying Systems or to breach security and authentication measures of the Service;
- c. overloading or misusing the Service in a way which may impair the ability of any other user to use the Service;
- d. "framing", "mirroring," or incorporating any part of the Service into any other website without MphaR's prior written authorization.

6.5. Customer shall ensure the Customer's Data:

- a. does not contravene any of these Terms, the requirements of any applicable national, state and local laws, state or government regulations, decrees, and any other official releases of any regulator that are applicable to the parties, their affiliates, the Service or any other matters relating to these Terms; especially but not limited to, requirements relating to intellectual property rights, privacy, publicity, prohibition of impersonation, libel and discrimination;
- b. does not contain advertising or a solicitation;
- c. is not otherwise objectionable (e.g. abusive, threatening, sexually-explicit, inciting violence, offensive, spam, etc.).

6.6. Customer shall notify MphaR without delay if Customer or Customer's organizer becomes aware or receives any notification of an accusation of any infringement connected to the Service.

6.7. Customer's Users shall provide truthful information about who they are, shall not share their account access credentials, shall not break any laws, shall not do anything that may hurt MphaR or any third party and shall not input any objectionable data through the Service.

7. Intellectual property

7.1. Customer agrees and acknowledges that the title to all intellectual property rights in Reskript, the Service, the Underlying Systems, including but not limited to the contents, such as text, images, audio, and the HTML used to generate the pages, is and remains the property of MphaR. As expressly set forth in these Terms, no User acquires any rights, licenses or goodwill in any of MphaR's intellectual property rights. Customer and Customer's users shall not:

- a. alter, enhance, or make derivative works of Reskript, the Service, or any of the Underlying Systems;
- b. reverse engineer, reverse assemble or decompile, or attempt to derive source code from, the Service or any of the Underlying Systems;
- c. sell, transfer, publish, disclose, display or make available anything protected by intellectual property rights of MphaR and any related products including any modifications, enhancements, derivatives, and other software and materials provided hereunder by MphaR or copies thereof to others in violation of these Terms;
- d. display or use the MphaR name or logo in any way without MphaR's prior written permission.

8. Feedback

8.1. If a User provides MphaR with ideas or suggestions relating to Reskript or the Underlying Systems ("Feedback"), all intellectual property rights in the Feedback, and anything created as a result of that feedback (including new developments, enhancements or derivative works), are owned solely by MphaR.

10. Consequences of breach of clauses 5, 6, 7

10.1. An infringement or breach of any of the obligations by a User contained in clauses 5, 6, 7 is considered a breach of the Terms. MphaR is entitled to edit or remove that User's data and/or terminate that User's access to the Service with immediate effect with no obligation to refund the Customer.

10.2. Customer shall be liable for any losses or damages resulting from any infringement or breach of clauses 5, 6, 7 by the Customer and Customer's Users. Customer agrees to indemnify, hold harmless and defend MphaR and its officers, directors, employees and agents from any claims, damages, losses, liabilities, all legal fees, resulting directly or indirectly from any claim by a third

party that arises in connection with Customer's and/or the Customer's Users' use of the Service contravening to these Terms.

10.3. The Parties acknowledge that monetary damages may not be a sufficient remedy for the infringement or breach of clauses 5, 6, 7 and that MphaR shall be entitled, without waiving any other rights or remedies, to seek an equitable relief as may be deemed proper by a court of competent jurisdiction.

11. Obligations and warranties of MphaR

11.1. Upon Customer's payment of the fees according to the fees and payment section of the Terms, MphaR grants to Customer a limited, revocable, non-transferable, non-exclusive non-sublicensable license to have access and use the Service and the object code version of any Components according to these Terms. Customer may allocate or distribute the rights granted under this clause to Customer's Users, subject to the limitations of their chosen plan.

11.2. MphaR shall provide the Service in accordance with these Terms and all applicable laws, in particular to laws on privacy and data protection.

11.3. MphaR warrants that it has the right and necessary title to provide the Service.

11.4. MphaR warrants that it has full power and authority to enter into and perform its obligations under these Terms.

12. Disclaimers and limitations of liability

12.1. Due to the nature of the Service, except as provided in these Terms and the Security Addendum, the Service is provided on an 'as is' and 'as available' basis.

Specifically:

12.2. MphaR does not guarantee the accuracy and completeness of any data.

12.3. MphaR operates as a passive enhancer of communications between Users and does not have the obligation to pre-screen any Customer Data. Any opinions, advice, statements, service, offers, or other information contained in Customer Data are those of the respective author(s) and not of MphaR.

12.4. MphaR will use reasonable efforts to make the Services secure, free of viruses or other harmful code, uninterrupted and error free. However, MphaR does not provide any warranty as to this.

12.5. MphaR makes no representation concerning the quality of the Service and does not promise that the Service will interoperate perfectly with every

operating system, browser or electronic device. Every user is different, and MphaR does not guarantee that the Service will meet all Users' needs or requirements or the needs or requirements of any other person.

12.6. MphaR is not responsible for malfunctioning or inapplicability of the Service provided pursuant to these Terms due to improper use or a combination of the impact of technical equipment, software or malicious software programs on Customer's and Customer's User side.

12.7. Internet connection sufficient to the number of participants is vital for the seamless running of the Service. Without an appropriate internet connection, Users may not be able to extract the full benefits of the Service. Customer is responsible for the internet connection and equipment necessary to access and use the Service. MphaR is not responsible for malfunctioning caused by inadequate internet connection or equipment.

12.8. The Service interoperates with a range of third-party integrations and may link to third-party websites or feeds that are connected or relevant to the Service (together "Third Party Services"). MphaR does not make any warranty or representation on the availability of Third Party Services and excludes all liability in connection with them that may arise due to no fault of MphaR. If a third party stops to provide or stops to make Third Party Service available on reasonable terms, or if MphaR so decides, MphaR may stop to make available that Third Party Service to Users, and Users are not entitled to any refund, discount or other compensation from MphaR. Users acknowledge their sole responsibility for use of or integration with any Third-Party Services, and adherence to the respective terms of use.

12.9. MphaR disclaims any liability or claims that may arise between Users of the Service, including, but not limited to, disputes between Customer, organizers and participants. Users are solely responsible for their interactions and any disputes that arise from interactions with any of the foregoing.

12.10. Except for the obligations and warranties set out in these Terms, MphaR excludes, and Users waive all other representations, terms, guarantees and warranties. The liability of MphaR for any breach is limited, at Customer's discretion, to:

- A. supplying the Service again; and/or
- B. refunding the Customer for the Fees paid.

12.11. The maximum aggregate liability of MphaR under or in connection with the Terms or relating to the Service, whether in warranty, contract, breach of statutory duty, must not exceed an amount equal to the Fees paid or to be paid by the Customer under the Terms in the current 12 months. The cap in this clause includes the cap set out in clause 12.10.

12.12. MphaR shall not be liable to Customer for any indirect, incidental, special damages, including but not limited to damages for lost profits, contracts, revenues, income, business, data (including Customer Data), and/or goodwill arising out of or in connection with these Terms, however caused (including through negligence) and regardless of whether Customer has been informed of the possibility or likelihood of such damages arising.

12.13. Nothing in these Terms limits or excludes any liability of MphaR for death or personal injury caused by its negligence, for fraud or for any other liability that cannot be lawfully excluded or limited under applicable law and all disclaimers and limitations of liability only apply to the maximum extent permitted by applicable law.

13. Fees and payment

13.1. Customer agrees to pay the applicable fee for the Customer's chosen plan as provided in Reskript pricing available at rescript.com/pricing or, if a different fee is agreed between MphaR and the Customer, the Customer agrees to pay the agreed fee (the "Fee").

13.2. MphaR reserves the right to update Reskript pricing at rescript.com/pricing at any time at its sole discretion.

13.3. The following possibilities to purchase the Service are available:

- a. Online via payment by card or by a bank transfer against an issued invoice. Stripe.
- b. By contacting MphaR and sending to MphaR all necessary information and contact details statutorily required for invoicing purposes (i.e. plan, trade name, registered office, ID Number, VAT Number, etc.). MphaR will then send the Customer an invoice that can be paid by card or via bank transfer. The Customer agrees to pay the Fee before the due date stipulated on the invoice (7 calendar days).

13.4. MphaR does not accept cheques.

13.5. In any event, the Customer agrees to pay the Fee, where applicable, before the Customer and the Customer's Users start using the Service.

13.6. MphaR may charge interest on overdue amounts or suspend the provision of the Services until all overdue amounts due are fully paid. Interest will be calculated from the due date to the date of payment (both inclusive) at a rate of 8% per annum (prorated on a daily basis).

13.7. The invoices are sent to the Customer solely by e-mail in a non-editable PDF file and considered delivered if not automatically rejected or refused by a server.

13.8. MphaR does not store any payment card information.

Miscellaneous

14. Term, changes and termination

14.1. The period of these Terms will commence on the date when Customer or Customer's organizer accepts the Terms on Reskript website by signing up and creating an account ("Effective Date").

14.2. MphaR may change these Terms. All Customers shall be notified about any changes to the Terms through updating Reskript website, or MphaR may message the Customers via the Service. If a Customer would like to receive notifications of material changes to the Terms via email, Customer may sign up by emailing info@reskript.com with the subject "Subscribe to Terms Changes Notifications" specifying the email address they would like the notifications sent to.

Customer shall have a reasonable time specified in the notification to object to any material changes. If Customer or Customer's organizer uses the Services after the effective date of any changes, that use will constitute Customer's acceptance of the revised Terms. If the Customer does not agree to the material changes, the Customer may terminate the relationship immediately by deleting their account. Such termination is without prejudice to any fees incurred by Customer prior to the termination.

Customer can review the most current version of the Terms at any time by visiting this page. Any material revisions to these Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change.

14.3. The free Service continues until terminated, while the paid Service has a term according to the purchased plan that may expire or be terminated. The Terms remain effective until the Service under the Terms has expired or been terminated.

14.4. A party may terminate the Service immediately if the other party breaches a material provision of these Terms and:

- a. the breach is incurable, or
- b. the other party does not remedy any remediable breach of a material provision of these Terms within 14 days of receiving a written notice from the non-breaching party specifying the breach and requiring its remedy.

14.5. MphaR may terminate the Service immediately if:

- a. Customer fails to pay the amounts due;

- b. any regulatory decision or governmental order requiring MphaR to suspend Service(s) or which is reasonably likely to result in the loss of MphaR's operating authority; or
- c. in an event of bankruptcy or other cause preventing MphaR from providing the Service.

14.6. Either party may terminate the relationship without cause in writing with a one-month notice period (the notice period commences on the first calendar day of the month following the calendar month in which the notice of termination was delivered to the other party). If MphaR terminates without cause, MphaR shall reimburse the Customer for any unused Service pro rata.

14.7. Customer may terminate the free Service immediately without cause by deleting their account.

15. Notices

15.1. Notices to MphaR shall be sent by email to info@reskript.com, or to an address that MphaR has specified for the purposes of this section. Unless Customer provides a separate address for notices, Customer hereby agrees that the email address Customer's organizer provides to MphaR may be used for the purposes of sending notices to Customer or Customer's organizer.

15.2. Notices under this section shall be effective upon delivery if not automatically rejected or refused by a server.

15.3. MphaR and Customer agree that the written form requirement is also complied within the case of communication by email unless the Terms or binding provisions that the Parties cannot deviate from under applicable law provide otherwise.

16. Entire agreement and severance

16.1. The Terms and an invoice, where an invoice is issued, shall constitute the entire agreement between MphaR and Customer with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written agreements, proposals, negotiations, representations, commitments and other communications between MphaR and the Customer, including but not limited to any fixed terms and conditions on any purchase orders or vendor registration forms. All prior negotiations between MphaR and the Customer regarding the subject matter described herein have been merged into the Terms and there are no understandings, representations, or terms, oral or written, express or implied, regarding the subject matter described herein other than those set forth herein.

16.2. If any provision of these Terms is or becomes prohibited by law or is judged by a court to be unlawful, void or unenforceable, the provision shall, to

the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of the remainder of these Terms.

17. Assignment

17.1. Neither MphaR nor the Customer may assign the Terms or any rights or obligations mentioned herein without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. However, either MphaR or the Customer may assign these Terms without the consent of the other party provided such assignment fulfils the following criteria:

- a. it is to a parent, successor in interest or an Affiliate (meaning any entity with respect to which the party owns or controls, directly or indirectly, greater than fifty percent (>50%) of the outstanding voting securities, but only so long as the entity meets such requirements);
- b. the assigning party provides written notice of such assignment to the other party; and
- c. the party assuming obligations hereunder agrees to do so in writing and has adequate resources to meet its obligations hereunder.

17.2. Any attempted assignment not in accordance with this clause shall be considered null and void.

17.3. These Terms and any amendment hereto shall be binding on MphaR, the Customer, their successors, assigns or other transferees for the benefit of the other party and its Affiliates and their successors and assigns.

18. Third party rights

18.1. Except as expressly provided otherwise, MphaR or the Customer do not intend any term of these Terms to be enforceable by any third parties. MphaR and the Customer do not require the consent of any third party to terminate, rescind or to agree any variation, waiver or settlement in relation to it.

19. No waiver

19.1. Unless MphaR or the Customer expressly waives its rights in writing no delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of these Terms shall either be or be deemed to be a waiver or in any way prejudice any right of that party under these Terms. No right, power or remedy conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

20. Force majeure

20.1. Neither MphaR nor the Customer shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of these Terms which result from circumstances beyond the reasonable control of that party. Such circumstance might be an impediment that has occurred independently of the will of the obligated party and prevents it from fulfilling its obligation if it cannot reasonably be assumed that the obligated party would divert or overcome this impediment or its consequences and that it would anticipate that impediment at the time of the beginning of its commitment.

21. Relationship between the Parties

21.1. These Terms shall not constitute or imply any kind of a partnership, joint venture, or agency relationship between MphaR and the Customer other than the contractual relationship expressly provided for in these Terms.

22. Survivability

22.1. All sections of these Terms relating to User obligations, confidentiality, intellectual property, disclaimers, limitation of liability, dispute resolution, compliance with laws or those sections of these Terms that, by their nature and content, are intended to survive the completion, rescission, termination or expiration of these Terms shall so survive and continue to bind the parties for the period of time permitted under applicable law.

23. Dispute resolution, jurisdiction and governing law

23.1. Where there is a dispute the aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the deficient performance of the other party. The parties will attempt in good faith to resolve any dispute in relation to these Terms through negotiations between a director of each of the parties with authority to settle the relevant dispute.

23.2. If the dispute cannot be settled amicably within 60 days from the date on which either party has served written notice on the other of the dispute then the remaining provisions of this clause 23 shall apply.

23.3. The parties shall submit to the exclusive jurisdiction of the courts of the Czech Republic for the purposes of hearing and determining any dispute arising out of these Terms.

23.4. These Terms and all matters arising from it and any dispute resolutions referred to above shall be governed by and construed in accordance with the law of the Czech Republic. However, the parties agree that neither the Terms nor any instructions or communications from MphaR have to be in the Czech language and that the last two versions of the present Terms shall be available via the Website at www.reskript.com/terms. If the Customer requires an earlier

version of the Terms, MphaR shall make these available to the Customer upon a written request.