

POWER BELT TERMS OF SERVICE

Please read these Terms of Service, the Privacy Policy available at <https://power-belt.cz/downloads/privacy-policy>, and all other documents referred to herein (collectively, the "**Power Belt Terms**") carefully before you start using the Service. When you start using the Service, sign the separate written Service Order form or click to agree to these Power Belt Terms when this option is made available to you, you conclude an agreement on use of the Service with Power Nodes which includes the Terms (the "**Agreement**"). If you do not agree to the Terms, you must not access or use the Service.

Power Nodes contact details: E-mail: hello@power-belt.cz – the single point of contact for all Users and public authorities. Communication is available in Czech and English.

1. DEFINITIONS

- 1.1. "**Power Nodes**" refers to **Power Nodes s.r.o.**, with registered office at Počernická 699/62, Malešice, 108 00 Prague 10, Czech Republic, ID number: 17655455, incorporated under the laws of the Czech Republic, registered at Municipal Court in Prague under the file No. C 374553.
- 1.2. Pronouns "**you**" and "**user**" refer to you as a user of the Service. This Service is not meant for so called "*consumers*" as defined by the Czech Civil Code, however, should you wish to use the Service as a *consumer*, please contact us. If you are using the Service on behalf of a company, then you, as an individual, represent that you have authority to bind that company to the Agreement and "you" refers to that company.
- 1.3. "**Users**" of the Service fall into one or more of the following categories:
 - a) "**Free Users**" who use the Service with "**Free Subscription**", for testing purposes only, without any guarantees and only for a time period specified by Power Nodes. These Terms apply to Free Users mutatis mutandis to the appropriate extent, in particular with regard to the protection of the Service and limitation of liability of Power Nodes. After the expiration of the testing period, the Service is deactivated until a further purchase of specific Subscription. Apart from a time limitation, specific functionalities of the Service may be restricted by Power Nodes and/or their use may be limited to specific extent (for example by modules, limited usage of credits, limited amount of Authorized Users and similar).
 - b) "**Paying Users**" use the Service based on a Subscription purchased by the user and permitting that user to create and configure Service so that other users "**Authorized Users**" may join the same workspace. Authorized Users include managers (who can manage the Subscription and activities of other Authorized Users) and subordinate users.
- 1.4. "**Affiliate**" of a person is any person that controls, is controlled by, or is under common control with, such person. The term "control" ("controlled by") means the power to direct or cause direction of management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.
- 1.5. "**Documentation**" refers to all texts and materials available on the Website which describe the features of the Service, requirements for its use, integration, configuration, support, or maintenance.
- 1.6. "**Data Processing Terms**" refers to data processing terms as described in the Annex. no. 4 of these Power Belt Terms.
- 1.7. "**Resultant Data**" are data related to your use of the Service, including statistical and performance data related to operation of the Service.
- 1.8. "**Service**" means the content and services provided through <https://power-belt.cz/> (the "**Website**") in particular the service of **Power Belt** a cloud-based tool for optimization of processes and efficient use of Lean Six Sigma methodologies.

- 1.9. "**Subscription**" is any of the paid subscription plans offered by the Power Nodes as described on the Website.
- 1.10. "**Third-Party Materials**" are materials, documents, data, products, services, or software that were not created by Power Nodes, including open-source software.
- 1.11. "**Your Data**" is data, instructions, materials, and other content that is provided by you, or that Power Nodes receives by or through the Service. Your Data does not include Resultant Data.
- 1.12. "**Credit**" is instrument used for calculation of AI usage in a situation when Power Nodes enables the use of AI services for selected functions of the Service in the future. In such case, details on the operation of Credits, their purchase, consumption through use of the Service and related conditions will be set out in the Documentation available on the Website.

2. SERVICE

- 2.1. **Use.** Subject and conditioned on your compliance with the Agreement, Power Nodes hereby grants you a non-exclusive, non-transferable right to use the Service during the term of the Agreement.
- 2.2. **Reservation of Rights.** Nothing in the Agreement grants any license or other right to any intellectual property rights in or relating to the Service, or Third-Party Materials. All rights to the Service and the Third-Party Materials are and will remain with Power Nodes and the respective rights holders. You do not acquire any rights except as expressly set forth in Section 2.1 or in the applicable third-party license terms. By entering into the Agreement or, as the case may be, by creation of such data, you assign to Power Nodes all rights relating to the Resultant Data. Power Nodes reserve the right to make changes to the Service that Power Nodes deems necessary or useful to comply with applicable law, enhance the quality of Service, cost efficiency or performance.
- 2.3. **Registration.** All Users need to be registered on the Website to use the Service by (i) filing in all mandatory information required by the registration form; (ii) confirmation of the registration through a link provided to the registration e-mail address and (iii) set up of password for the Service access through the Website. For some Subscriptions, SSO (single-sign-on) may be required by Power Nodes as listed on the Website; failure to provide Power Nodes with necessary cooperation with a set-up of the SSO may result in impossibility to access the Service by the Authorized Users.
- 2.4. **Activation.** Depending on the type of Subscription, activation occurs either (i) automatically upon payment through the payment gateway on the Website, (ii) when you enter an Access Key sent to your email after payment of an invoice issued based on the Service Order or (iii) in some cases by manual activation of the Service and/or Authorized Users' accesses from the side of Power Nodes after payment of an invoice issued based on the Service Order. Further details are available on the Website.
- 2.5. **Suspension or Termination.** Power Nodes may suspend, terminate, or otherwise deny your access to or use of the Service, if:
 - a) Power Nodes receives a judicial or governmental request or order that requires Power Nodes to do so, or if Power Nodes becomes aware that such an authority has enacted a new, or modified an existing, law, regulation, interpretation or decision that would make Power Nodes performance of the Agreement unlawful or otherwise illegal, or
 - b) you have failed to comply with the Agreement or used the Service beyond the scope of rights granted or for a purpose not authorized under the Agreement; or that you are or have been involved in fraudulent or unlawful activities, or
 - c) you do not pay the fees when due, or Power Nodes receives a "**Chargeback**", meaning that you contact bank or credit / debit card provider and reject, cancel, or contest the charge of any amount payable in connection with use of the Service.

2.6. **Support.** As part of the Service, support and maintenance is provided by Power Nodes in the scope as described in the Annex. no. 1 to these Power Belt Terms.

3. USE RESTRICTIONS

3.1. **Use Restrictions.** You may not, and may not permit any other person to, access or use the Service except as expressly permitted by the Agreement and, in case of Third-Party Materials, the applicable third-party license terms. You shall not in particular, but not exclusively:

- a) make the Service available to anyone other than as permitted by your Subscription,
- b) rent, sublicense, re-sell, assign, distribute, time share, or similarly exploit the Service (including allowing persons to access the Service as guests instead of acquiring own Subscription, unless it's allowed under the respective Subscription),
- c) reverse engineer, copy, modify, adapt, or hack the Service,
- d) access the Service, the Documentation, or Power Nodes confidential Information to build a competitive product or service; or
- e) allow Subscription to be shared or used by more users than is permitted by your Subscription, bypass or breach any security used by the Service or access or use the Service other than through the use of your own then valid access credentials,
- f) upload, transmit, or otherwise provide to or through the Service, any information or materials that is unsolicited advertisement or content (i.e., "spam"), unlawful or contains or activates any harmful code (software, hardware, or other technology, including malware, the purpose or effect of which is to permit unauthorized access to, disrupt or otherwise harm any computer, software, hardware, or network; or prevent any other user from accessing or using the Service),
- g) damage, disable, interfere with, or otherwise harm the Service, or Power Nodes's provision of Service, or
- h) access or use the Service in manner or for purpose that infringes any intellectual property right or other right of any third party or that violates any applicable law.

3.2. **Sanctions.** Service is offered to users who are not a target of any sanction's regime, and do not reside in, nor will access the Service from a country from which such access is prohibited under any applicable sanction's regime or export control laws. By using the Service, you represent that you meet the foregoing requirements. If you do not meet these requirements, you must not access or use the Service. Power Nodes reserves the right to limit the availability of the Service to any person, entity, geographic area, or jurisdiction at any time.

4. USER OBLIGATIONS

4.1. **Corrective Action.** If you become aware of any activity prohibited by the Power Belt Terms, you must immediately take all reasonable measures within your respective control that are necessary to stop the activity and to mitigate its effects, including by discontinuing and preventing any unauthorized access to the Service and notify Power Nodes of any such actual or threatened activity.

4.2. **User Responsibility.** You are solely responsible for:

- a) meeting the requirements set out in the Documentation, such as modern web browser, stable internet connection with generally sufficient speed to upload videos or tables for analysis. If you do not meet the requirements, the Service may not function properly,
- b) legality of processing of Your Data. In particular, you are responsible for ensuring that you are entitled to provide Power Nodes with all Your Data and that Power Nodes use and processing of Your Data for the purpose of providing the Service does not infringe any third-party rights, in

particular intellectual property rights or privacy rights or obligations under any law or regulation. You are required to inform persons whose personal and other data you transfer to Power Nodes of such transfer, and to obtain consent to such transfer of personal data where necessary,

- c) use, security, and protection of access details from unauthorized use; and
- d) all access to and use of the Service through your systems or the access details, including all results obtained from such access or use and all conclusions, decisions and actions based thereon.

5. FEES AND PAYMENT

- 5.1. **Subscription.** If you wish to purchase Subscription, you shall (i) when such option is offered to you by Power Nodes, enter into separate written Service Order with Power Nodes ("**Service Order**") or (ii) fill in the order form available on the Website and submit it by pressing the "Pay" button. Subscription fees are based on time periods ("**Terms**") specified on the Website (for example quarterly/yearly) that begin on the Subscription start date, i.e. the day when the Subscription fee is paid upfront, and each anniversary of the start date based on the chosen time period ("**Renewal Date**"). Subscriptions are sold in tiers based on the price list available on the Website which may differ, for example, in the number of Authorized Users, Term duration, size of cloud storage, number of Credits and other factors. For Business and Enterprise tiers, the price may be set differently based on the agreement between the parties in the separate written Service Order.
- 5.2. **Extra services.** You may buy specific extra services such as tutoring, consultations, additional Authorized Users or Credits based on agreement with Power Nodes and separate written Service Order or, if such function is available, by ordering such increase on the Website. These are generally paid up-front and based on hourly rate of Power Nodes' personnel necessary to provide the respective extra service. However, any Service acquired cannot be decreased during the applicable Subscription term. Power Nodes reserves the right to calculate the total number of Authorized Users on a periodic basis, and, if such number exceeds your current Subscription plan size, Power Nodes reserves the right to invoice you for the tier that corresponds to the number of Authorized users on a pro rata basis for the remaining days/months in your then-current Subscription term.
- 5.3. **Fees.** Unless otherwise agreed, You shall pay Power Nodes the fees in accordance with the currently effective price list available on the Website immediately after the order has been submitted or the price agreed between parties in the separate written Service Order withing the due date of the issued invoice. Power Nodes may change the price list, institute new fees, or increase the fees for "**Renewal term**" by providing written notice to you prior to the commencement of such term. The obligation to pay the fees is not tied to your actual use of the Service. In the event that you, for example, do not use the Service, leave some number of seats for Authorized Users unused or do not exhaust all Credits, this shall not affect Power Nodes' right to payment of the fees in full. Unless expressly set forth herein, the fees are non-cancelable and non-refundable.
- 5.4. **Taxes.** All fees and other amounts payable by you are exclusive of taxes and similar assessments. Unless explicitly stated otherwise, the fees do not include VAT which shall be paid by the user on top of the stated amounts. Without limiting the foregoing, you are responsible for sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder.
- 5.5. **Payment.** Unless you follow payment terms agreed between parties in the separate written Service Order, you shall make payments via Stripe payment gateway. You hereby agree to the terms and conditions of Stripe services available at <https://stripe.com>. Payment instructions will be displayed to you immediately after the order form on the Website is filled in and submitted. Power Nodes will issue and send the invoice to you after the order confirmation. In case of Subscription renewal and payment for excessive use, the fees will be charged automatically to the payment method you last selected.

- 5.6. **Late Payment.** If you fail to make any payment when due, then Power Nodes may charge interest on the past due amount at the rate of 0.05% per each commenced day of delay or, if lower, the highest rate permitted under applicable law, and you shall reimburse Power Nodes for all costs incurred in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.
- 5.7. **Fair Use Policy.** Apart from use restrictions listed for the respective Subscription of the Service, you may only use the Service to the extent that is reasonable in relation to the size of your business and your business needs. If you intend to use the Service in excess of this amount, you shall order an upgrade in the Subscription, or if such upgrade is not available, contact Power Nodes and negotiate in good faith with the intention to increase the amount. Unless the parties agree otherwise within 30 days of the day when the user is found to have used the Service in excess, the user will pay Power Nodes the fees for such excessive use calculated as the amount of such excess in percentage multiplied by the fees of currently effective most expensive Subscription tier.

6. CONFIDENTIALITY

- 6.1. **Confidential Information.** In connection with the Agreement each party as a "Disclosing Party" may disclose or make available Confidential Information to the other one as a "Receiving Party". "Confidential Information" is any information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, or pricing.
- 6.2. **Exclusions.** Confidential Information does not include information that:
- a) was known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement;
 - b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' noncompliance with this Agreement;
 - c) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- 6.3. **Protection of Confidential Information.** As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and
 - b) except as may be permitted, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under Section 6; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth therein.
- 6.4. **Compelled Disclosures.** If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information then, the Receiving Party may disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. To the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party in writing of such requirement.
- 6.5. **Term.** Each Party's obligations under this Section 6 will last throughout the Agreement term and for five years thereafter; provided, however, with respect to any confidential information that constitutes a trade

secret, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such confidential information remains subject to trade secret protection under applicable law.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that execution of the Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; and when executed and delivered by both parties, the Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party.
- 7.2. **Your Additional Warranties.** You represent and warrant to Power Nodes that you own the necessary rights and consents relating to Your Data so that, as received by Power Nodes and processed in accordance with the Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 7.3. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.1, THE SERVICE IS PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, POWER NODES SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, POWER NODES MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, BE AVAILABLE OR OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICE, OR BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. Service does not replace the need for you to maintain regular data backups or redundant data archives. POWER NODES HAS NO OBLIGATION OR LIABILITY FOR DAMAGE, CORRUPTION, OR RECOVERY OF YOUR DATA.

8. INDEMNIFICATION

- 8.1. **Your Indemnification.** You shall indemnify, defend, and hold harmless Power Nodes and its Affiliates from and against any and all loss, damage, claim, action, judgment, settlement, interest, penalty, fine, costs, or expenses, including attorneys' fees and the costs of enforcing any right to indemnification hereunder incurred resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from: (a) Your Data, including any processing of it by or on behalf of Power Nodes in accordance with the Agreement; (b) breach of any of your representations, warranties, covenants, or obligations under the Agreement; or (c) negligence or more culpable act or omission (including recklessness or willful misconduct) by you, or any third party on behalf of you, in connection with the Agreement.
- 8.2. **Indemnification Procedure.** The party seeking indemnification ("Indemnitee") shall cooperate with the other party ("Indemnitor") at the Indemnitor's cost and expense. Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Indemnitor shall not settle any action without Indemnitee's prior written consent. If the Indemnitor fails or refuses to assume control of the defense of such action, Indemnitee shall have the right, but no obligation, to defend against such action, including settling such action, in each case in such manner and on such terms as the Indemnitee may deem appropriate.

9. LIMITATION OF LIABILITY

- 9.1. **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL POWER NODES OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER YOU WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 9.2. **CAP ON MONETARY LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF POWER NODES AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED 100 % THE TOTAL AMOUNTS PAID TO POWER NODES UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR 1000 EUR, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. TERM AND TERMINATION

10.1. Term.

- a) the Agreement is concluded for an indefinite period of time. The Service is provided under successive Subscription Terms. Termination of Agreement terminates all active Subscriptions.
- b) initial Subscription Term commences on the Subscription start date (the day when the Subscription fee is paid) and unless terminated earlier pursuant the Agreement's express provisions, will continue for the agreed Subscription term. Subscription term will automatically renew for additional successive Subscription term of the same length as the previous one unless earlier terminated pursuant to the Agreement's express provisions or either party gives the other party written notice of non-renewal at least on the last day of the then-current term. Each Renewal term is subject to payment of relevant fees.

10.2. Termination.

In addition to any other express termination right set forth in the Agreement:

- a) either party may terminate the Agreement effective on written notice to the other one, if the other one materially breaches the Agreement and such breach is incapable of cure, or remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach, and
- b) Power Nodes may terminate the Agreement, effective on written notice, if you: (i) fail to pay any amount when due hereunder, (ii) breach any obligations or restrictions under Sections 3 or 4, (iii) file, or have filed against you, a petition for voluntary or involuntary bankruptcy or otherwise become subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors; or apply for or have appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3. Effect.

Upon termination of the Agreement, except as expressly otherwise provided herein:

- a) any rights granted by Power Nodes to you hereunder will immediately terminate,
- b) Power Nodes may destroy and permanently erase all Your Data and Confidential Information, provided that, for clarity, this obligation does not apply to any Resultant Data,
- c) You shall immediately cease all use of the Service and within 15 days, or at Power Nodes written request permanently erase Power Nodes Confidential Information from all your systems, and certify to Power Nodes in writing that you have complied with this obligation,
- d) if you terminate the Agreement pursuant to Section 10.2 (a), you will be relieved of obligation to pay the fees attributable to the period after the effective date of such termination, in all other cases all fees that would have become payable had the Subscription remained in effect until expiration of the current Subscription term will become immediately due and payable, and you shall pay such fees, together with all previously accrued but not yet paid fees. If Power Nodes is unable to charge them automatically to the payment method you last selected, you will pay the amount on receipt of Power Nodes invoice therefor.

- 10.4. If and to the extent that the Service qualifies as a data processing service within the meaning of Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonised rules on fair access to and use of data (the “**Data Act**”), and you are established in the EU, you are entitled to terminate the Agreement for the purpose of initiating a switching of the provider of such service, including migration to its own on-premises infrastructure, by written notice delivered to you.

In such case, the parties shall follow the switching procedure set out in Annex No. 3 to these Power Belt Terms. If, as of the date of termination of the Agreement, you have an active Subscription or other contractual commitment with an agreed term exceeding the notice period or the Transition Period (as defined in Annex No. 3), if it was initiated, you are entitled to claim a contractual penalty for early termination of the Agreement. The amount of the contractual penalty shall correspond to the price you would have paid had it continued using the Services until the end of the agreed Term or other commitment, and such penalty shall be invoiced after termination of the Agreement.

For the avoidance of doubt, any unused Credits on your user account or any other performance provided under purchased Subscription shall not be refunded to you and are also counted as contractual penalty under this Article.

If the notice period or the Transition Period exceeds the period for which you have an active Subscription or other contractual commitment with an agreed term, the provision of the Service shall continue for such period at a price corresponding to the proportional part of the monthly price of the Service according to the price list valid on the date of delivery of the termination notice. Such Service shall be invoiced to you at Power Nodes’ discretion monthly or after termination of the Agreement.

- 10.5. **Surviving Terms.** The rights and obligation of the parties in the Agreement that, by nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement.

11. FINAL PROVISIONS

- 11.1. **Entire Agreement.** Agreement constitutes our sole and entire agreement with respect to its subject matter and supersedes all prior and contemporaneous agreements, with respect to such subject matter. In the event of a conflict between the documents constituting the Agreement, the documents shall apply in the following order: (i) Service Order (if applicable), (ii) these Power Belt Terms, (iii) remaining documents in order of their appearance in the Power Belt Terms.

- 11.2. **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under the Agreement, without prior written consent of the other party, provided that Power Nodes may assign the Agreement as a whole without your prior written consent to any Power Nodes’ Affiliate.

- 11.3. **Force Majeure.** In no event will Power Nodes be liable for any failure or delay in performance of the Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Power Nodes reasonable control, including acts of God, flood, fire, earthquake, war, terrorism, cyber-attack (including DDoS), invasion, embargoes, strikes, passage of law, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Power Nodes may terminate the Agreement if a force majeure event continues for a period of 30 days or more.
- 11.4. **Changes.** Power Nodes may amend the Power Belt Terms at its sole discretion. Power Nodes will notify the changes by email and/or via the Service. All changes shall take effect on the date specified, which shall be at least 30 days from the date of notification of the changes and shall apply to all subsequent use of the Service. If you do not agree to the changes, you may terminate the Agreement effective upon the expiration your currently effective Term, which notice must be delivered to Power Nodes prior to the effective date of the change. In the event of notice under this paragraph, the Power Belt Terms currently in force shall apply during the notice period. Your continued use of the Service after the effective date shall mean that you accept and agree to the changes
- 11.5. **Notices.** The requirement of written form is met if the electronic text with a simple electronic signature is delivered to the e-mail address of the other party, or by other electronic means agreed by the parties.
- 11.6. **References.** Power Nodes may place your trade name, logo, trademark or any other trade name on the *Website in the references section and use it in its reference marketing documents.*
- 11.7. **Severability.** If any term or provision of the Power Belt Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, parties shall negotiate in good faith to modify the Power Belt Terms so as to effect the original intent to the greatest extent possible.
- 11.8. **Governing Law; Submission to Jurisdiction.** Agreement is governed by and construed in accordance with the internal laws of Czech Republic without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the courts of the Czech Republic, and each of us irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

ANNEX 1: SUPPORT AND MAINTENANCE

1. SUPPORT

1.1. Power Nodes will use commercially reasonable efforts to make the Service available at least 99.9 % of the time as measured over the Term, excluding unavailability as a result of any of the Exceptions described below. If the Agreement is terminated prior to the expiry of a full Term, the Service will be viewed as available during the remaining period of time.

1.2. Power Nodes recognizes the following categories of Incidents:

Category	Description of the impact
1 – critical	Complete outage of the Service
2 – high	Essential functionality of the Service is materially impaired or unavailable
3 - medium	Service is mostly functional, however, user experience is negatively affected
4 – low	Cosmetic issues without an impact on functionalities of the System

You may recommend an Incident category when reporting an Incident, however final classification (and any reclassification) is determined by Power Nodes based on the information available.

1.3. Power Nodes should usually initially respond to issues with the Service that are caused by a defect in the Service (each an “**Incident**”) within the Target reaction time listed below and use commercially reasonable efforts to resolve Incidents within the Target resolution time listed below. In both cases excluding Incidents caused as a result of any of the Exceptions described below. For the avoidance of doubt, the target times are only indicative and do not provide any form of a guarantee.

Incident Category	Target reaction time	Target resolution time
1 – critical	8 hours	within 48 hours
2 – high	1 Business day	within 72 hours
3 - medium	3 Business days	within 7 days
4 - low	5 Business days	within regular release cycles

1.4. Failure shall not be considered an Incident, if such failure occur in connection with any of the following and non-exhaustive list of “**Exceptions**”:

- a) act or omission by you or any Authorized User that does not strictly comply with the Agreement,
- b) Authorized User’s Internet connectivity,
- c) Third-Party Materials, including failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Power Nodes pursuant to the Agreement,
- d) disabling, suspension, or termination of the Service pursuant to the Agreement.
- e) scheduled downtime, or
- f) force majeure event.

1.5. You may contact Power Nodes by e-mail at hello@power-belt.cz, or by submitting a request via the contact form within the Service.

1.6. For efficient handling of an Incident, you should provide Power Nodes with a description of the issue and steps leading to the Incident (reproduction steps), and any relevant information reasonably requested by

Power Nodes. If you report an Incident through the Service, Power Nodes may be able to identify the reporting time, the relevant User and retrieve relevant logs.

- 1.7. Power Nodes backs up databases and files daily to separate cloud storage located in the EU and retains backups for 7 days. However, that does not change your responsibility to back up and export your outputs from the Service as appropriate for your operations.

2. MAINTENANCE

- 2.1. Notwithstanding the right of Power Nodes to create new or substantially improved functions which may fall under separate payment obligations or only under some Subscription tiers, Power Nodes provide standard maintenance, regular updates and troubleshooting and Power Nodes may schedule downtime for routine maintenance, upgrades or releases. Where possible, downtime upgrades will be performed on weekends or evenings outside Business Hours. Power Nodes will provide notice where reasonably practicable (e.g., via in-app notice or e-mail).
- 2.2. For the purposes of this Annex, “**Business Hours**” means 09:00–17:00 CET/CEST on Business Days, and “**Business Day**” means Monday to Friday excluding public holidays in the Czech Republic.

ANNEX 2 – USER CONTENT

If you upload Your Data to the Service, you are solely responsible for this user content. By uploading user content, you represent that you have all rights to upload and use such content and do not violate any law or the rights of any third party. User content may be protected by copyright or other intellectual property rights. These rights remain with you; Power Nodes do not adopt them in any way. By uploading content to the Service for the purpose of provision of the Service, you only grant us the necessary rights for their use by you within the Service.

Power Nodes is not responsible for your user content. Any uploaded data remains the responsibility of the person who uploaded it to the Service. Power Nodes remains in the position of a neutral, passive provider of the Service – it do not normally conduct a preliminary review of the legality of content before allowing it to be uploaded to the Service.

If anyone comes across content that they believe is illegal (e.g., copyright infringement), they can send notice about such content to Power Nodes via hello@power-belt.cz email address. Power Nodes allows you to list:

- the specific URL or link where the reported content is located, allowing for its precise identification;
- a description of why the content is illegal according to the person sending the notice.
- contact details of the person sending a notice (in particular by e-mail) if the person wants to be informed about the next steps regarding the notice.
- a statement by the person sending the notice that he or she has a good faith belief that the information and claims made are accurate and complete.

If the person sending the notice provided contact details (e-mail), Power Nodes will acknowledge receipt of the notice and review the notified content. Power Nodes will also review content if Power Nodes become aware of its possible illegality in a way other than by notice by the respective person. The result of the examination is always subject to human review, even if algorithm-based technical means are used.

If Power Nodes determine that content is manifestly illegal, Power Nodes may remove or disable access to it with the delivery of a duly reasoned decision to take such action to you as the user of the Service who is responsible for the content. At the same time, Power Nodes may limit the visibility of the illegal content (depending on the severity of the illegal content), remove or disable access to such content, temporarily suspend or completely terminate the provision of the Service, or suspend or completely terminate the user's user account. The price already paid for the provision of the outputs of the Service is not affected by the effects under this paragraph. If the decision is made on the basis of a notice and the person sending a notice has provided his/her electronic contact details, Power Nodes will inform such person of the outcome of the decision.

ANNEX NO. 3

Switching Procedure to another provider of data processing services

This Annex governs, if and to the extent that the Service qualifies as a data processing service within the meaning of Regulation (EU) 2023/2854 of the European Parliament and of the Council on harmonised rules on fair access to and use of data (the “Data Act”), the procedure for switching providers of data processing services in accordance with Articles 23 et seq. of the Data Act. To the extent that provision of the Service does not meet the definition of a data processing service under the Data Act, this Annex shall not apply and shall not confer on you any special rights or claims under the Data Act.

1. General Information

- 1.1. The notice period for termination of the Agreement shall, in accordance with the Data Act, be two (2) months from the date of delivery of written termination notice to Power Nodes in accordance with the Power Belt Terms.
- 1.2. During the notice period, you shall inform the Power Nodes whether it intends to:
 - 1.2.1. switch to another provider of data processing services, in which case you shall provide the necessary identification and technical details of the new provider;
 - 1.2.2. migrate to its own on-premises infrastructure; and/or
 - 1.2.3. delete its exportable data and digital assets.
- 1.3. If you notify Power Nodes of an intention under Clause 1.2.1 or 1.2.2, Power Nodes shall enable you to switch to another data processing service provider or the transfer of all exportable data and digital assets to your own on-premises infrastructure without undue delay, and at the latest by the end of a transition period of thirty calendar days commencing after expiry of the notice period under Clause 1.1 (the “**Transition Period**”).
- 1.4. You shall be entitled to extend the Transition Period once by such additional period as it deems more appropriate. Notice of extension must be delivered to Power Nodes no later than the last day of the Transition Period.
- 1.5. If the Transition Period as set out in Clause 1.3 is technically unfeasible, Power Nodes shall inform you within fourteen working days of submission of the request for switching, duly justifying such technical unfeasibility and proposing an alternative transition period, which shall not exceed seven months.
- 1.6. During the Transition Period, the Agreement shall remain in force and Power Nodes shall:
 - 1.6.1. provide reasonable cooperation to you and to third parties approved by you in the switching process;
 - 1.6.2. act with due care to maintain continuity of operations and continue providing the services under the Agreement;
 - 1.6.3. provide clear information on known risks to continuity of service provision;
 - 1.6.4. maintain a high level of security, in particular data security during transmission and continuous data security throughout the Transition Period and the Additional Access Period referred to below, in accordance with applicable European Union or national law.
- 1.7. Power Nodes shall support your exit strategy relating to the contractually agreed services by providing information reasonably necessary for the transition.
- 1.8. After the end of the Transition Period, Power Nodes shall provide an additional period of thirty calendar days for data retention and accessibility (read-only access or export interface) to enable you to complete data retrieval (the “**Additional Access Period**”). After expiry of this period, unless otherwise agreed

between the parties, and provided that the switching has been successfully completed, Power Nodes shall delete all exportable data and digital assets created directly by or relating you. This obligation shall not apply to any data Power Nodes is required or entitled to retain under applicable law even after termination of the Agreement.

- 1.9. The Agreement shall terminate, and Power Nodes shall notify you thereof, upon successful completion of the switching process; or, if you do not wish to switch providers, upon expiry of the notice period.

2. Additional Information

- 2.1. Power Nodes hereby informs you that the following information are available at address power-belt.cz/downloads/data-act.pdf:

- a) a detailed specification of all categories of data and digital assets transferable during the switching procedure, including at least all exportable data;
- b) a comprehensive specification of categories of data specific to the internal functioning of the service, which are excluded from exportable data under letter (a) of this section,
- c) information on available procedures for switching data processing service providers and data transfer, including available switching methods, transfer formats, and technical and other limitations known to Power Nodes;
- d) a current online register maintained by Power Nodes with details of all data structures and data formats, as well as relevant standards and open interoperability specifications in which the exportable data referred to in Article 25(2)(e) of the Data Act are available,
- e) information on the jurisdiction governing the information and communication technology infrastructure used for data processing for the respective services,
- f) a general description of technical, organisational and contractual measures adopted by the Supplier to prevent international access by public authorities to non-personal data stored in the European Union or their transfer, where such access or transfer could conflict with European Union or national law of the relevant Member State.

- 2.2. Nothing in the Agreement obliges Power Nodes to disclose trade secrets, intellectual-property-protected technologies or other confidential information.

3. Switching Charges

- 3.1. With effect from 12 January 2027, Power Nodes shall not charge any fees for the switching process within the meaning of Article 29 (1) of the Data Act. This does not affect Power Nodes' right to charge fees for other professional services not directly related to switching (for example development work, integration with other systems, or fees for conversion of data into another format).

- 3.2. The following shall be considered part of the reasonable cooperation provided by Power Nodes in connection with the Data Act:

- 3.2.1. access to standard self-service export tools and documentation under Clause 2.1 enabling export of data and digital assets;
- 3.2.2. one basic orientation meeting (up to sixty minutes) to plan the export and verify the transfer procedure.

- 3.3. The parties agree that the following activities are not required by the Data Act, and their provision by the Power Nodes may therefore be charged on a time-and-materials (T&M) basis, i.e. actual time spent multiplied by the Power Nodes' hourly rate plus costs (unless agreed otherwise, the Power Nodes' hourly rate is EU 110 + VAT):

- 3.3.1. coordination and project management of the switching procedure beyond the initial orientation meeting;
 - 3.3.2. conversion of data into data formats other than those specified in the documentation under Section 2.1, and conversion required by the target environment,
 - 3.3.3. export and import testing, and resolution of import errors not caused by Power Nodes,
 - 3.3.4. any additional activities requested by you that are not necessary for standard self-service export or not included among the activities under Section 3.2 of this Annex.
- 3.4. For the avoidance of doubt, during the notice period and during the Transition Period, you shall remain obliged to pay Subscription fees and other service charges in accordance with the pricing conditions valid on the date of submission of the termination notice.

ANNEX NO. 4

Data Processing Terms

Identification of personal data processor: Power Nodes s.r.o., with registered office at Počernická 699/62, Malešice, 108 00 Prague 10, Czech Republic, ID number: 17655455, incorporated under the laws of the Czech Republic, registered at Municipal Court in Prague under the file No. C 374553 (“**Processor**” or “**Power Nodes**”).

These Data Processing Terms (the “**DPA**”) form part of the Agreement between **Power Nodes** and **you** and are concluded in accordance with applicable data protection laws, including Regulation (EU) 2016/679 (“**GDPR**”), and other relevant privacy laws (collectively, “**Data Protection Laws**”). This DPA is concluded pursuant to Article 28 GDPR.

Capitalized terms not defined in this DPA have the meaning set out in the Power Belt Terms, unless stipulated otherwise in this DPA.

1. INTRODUCTORY PROVISIONS

- 1.1 Processing of personal data as personal data processor. Power Nodes may process personal data on your behalf when the Service is provided to you and Power Nodes then acts as a processor (or sub-processor) in relation to you.
- 1.2 Authorization to process personal data. You hereby authorize Power Nodes to process personal data of data subjects provided by you (or otherwise made available to Power Nodes through the Service) in accordance with the Agreement and as set out in this DPA. Power Nodes may also process certain personal data as an independent controller (e.g., account owner/contact and billing data, website analytics/cookies, marketing where applicable). This DPA applies only to processing where Power Nodes acts as your processor. Processing where Power Nodes acts as controller is governed separately by privacy policy available on the website of Power Nodes.
- 1.3 Your responsibility. As Power Nodes acts during provision of the Service mainly as a processor, you act as a controller and are responsible for fulfilling all obligations related to the processing of personal data under Data Protection Laws, including: (i) having a lawful basis, (ii) providing information to data subjects, (iii) handling data subject requests, and (iv) ensuring that any instructions you give to Power Nodes comply with Data Protection Laws. Power Nodes is not responsible for the accuracy and legality of your processing activities.

2. SUBJECT MATTER OF PROCESSING, CATEGORY OF DATA SUBJECTS AND TYPE OF PERSONAL DATA

- 2.1 Subject matter of the processing. The subject matter of processing personal data by Power Nodes is the provision of the Service to you (SaaS platform for process optimization, analysis and related features as described in the Agreement and Documentation) and provision of related support, maintenance, troubleshooting, and customer service upon your request.
- 2.2 Types of personal data. Under the subject matter of fulfilling the Agreement and providing the Service, the following types of personal data may be processed:
 - a) identification information (name, surname or nickname/display name, if provided);
 - b) e-mail address;
 - c) user ID, role/permissions, workspace membership;
 - d) authentication-related data necessary to provide access (e.g., login events, token identifiers);
 - e) information included in analyses and other records created in the Service, including notes, comments, tags, timestamps, measurements and other metadata generated from your use of the Service;

- f) chat/support requests created in the application (if they include personal data);
- g) any other personal data you upload to generate within or otherwise make available through the Service.

No special categories of personal data are being processed by Power Nodes.

2.3 Categories of data subjects. Power Nodes will process personal data about these categories of data subjects:

- a) your employees, contractors, trainees, and other workers/users you authorize to use the Service; and
- b) other individuals whose personal data you include in the Service.

3. NATURE AND PURPOSE OF PROCESSING

3.1 Nature of the processing of personal data. Power Nodes processes personal data electronically and automatically, including collecting, recording, organizing, structuring, storing, retrieving, consulting, using, displaying, exporting, and deleting personal data as necessary to provide the Service. This includes limited access by authorized personnel for support and troubleshooting, subject to confidentiality and access controls.

3.2 Purpose of processing. The purpose of processing is to provide the Service to you and related support in accordance with the Agreement.

4. DURATION OF THE PROCESSING

4.1 Duration of processing of personal data. Power Nodes processes personal data for the duration of the Agreement and/or for the period necessary to provide the Service and perform related support obligations.

4.2 Return and deletion of personal data. Upon termination of the Agreement (or upon your written request where technically feasible), you may export certain data through the Service. If you request a complete export, Power Nodes will provide it in a reasonable, commonly used format, subject to technical feasibility. If you do not request export, Power Nodes will delete or irreversibly anonymize personal data, unless retention is required by EU or Member State law. For clarity, the deletion obligation does not apply to Resultant Data (as defined in the Terms), provided such Resultant Data does not identify you or your individual data subjects (or is used only in an aggregated/statistical form consistent with the Agreement).

5. OTHER RIGHTS AND OBLIGATIONS

5.1 Power Nodes' obligations. In processing personal data, Power Nodes undertakes to:

- a) process personal data solely on the basis of your documented instructions; for the avoidance of doubt, processing when you use the Service shall be deemed carried out in accordance with your instructions;
- b) inform you without undue delay if, in Power Nodes' opinion, an instruction violates Data Protection Laws (to the extent permitted by law);
- c) follow your instructions as to the transfer of personal data to a third country or an international organization, unless such processing is already required by European Union or Member State law to which Power Nodes is subject;
- d) ensure that persons authorized to process personal data are bound by an obligation of confidentiality or are subject to a legal obligation of confidentiality;

- e) taking into account the nature of the processing, assist you through appropriate technical and organizational measures, where possible, to comply with your obligation to respond to requests to exercise data subject rights (see Article 5.2 of this DPA);
 - f) assist you with fulfilling the obligations to (i) ensure the level of security of the processing, (ii) report personal data breaches to the Data Protection Authority and, where applicable, to data subjects, (iii) assess the impact on the protection of personal data and (iv) carry out prior consultation with the Data Protection Authority, all taking into account the nature of the processing and the nature of personal data processed;
 - g) make available to you information reasonably necessary to demonstrate compliance with this DPA and allow for audits under Articles 5.3–5.4 of this DPA.
- 5.2 Data subject requests. If a data subject directly contacts Power Nodes, Power Nodes shall instruct the data subject to address the request directly to you. Power Nodes shall provide commercially reasonable assistance to you in responding to such request, to the extent Power Nodes is legally permitted and technically able to do so. You are responsible for your correct handling of such requests and for any reasonable costs arising from Power Nodes' provision of such assistance, unless Data Protection Laws require such assistance free of charge.
- 5.3 Rules for audit. You shall send any request for an audit (check) exclusively to hello@power-belt.cz. Upon receipt of an audit request, the parties shall agree in advance on (i) the date and form of the audit, (ii) security measures and how to ensure compliance with confidentiality obligations during the audit, and (iii) the expected scope, start, and duration of the audit. Audits shall be limited to what is reasonably necessary to verify compliance with this DPA and shall not unreasonably interfere with Power Nodes' operations or compromise security or confidentiality of other customers. Unless otherwise required by Data Protection Laws, audits should be performed no more than once per 12 months and should be conducted remotely (e.g., by documentation review and security questionnaires) unless there is a justified reason for an on-site audit. The audit must be announced at least 14 days in advance. If no agreement is reached within 30 days of the request, Power Nodes shall determine the reasonable terms of the audit.
- 5.4 Auditor. Power Nodes may raise a written objection to any auditor appointed by you if, in Power Nodes' opinion, the auditor is not sufficiently qualified, is not independent, is in a competitive position with Power Nodes, or is otherwise manifestly unsuitable. Following the objection, you shall appoint another auditor or carry out the audit yourself. The scope of any audit shall include only documentation, systems, and processes directly associated with the provision and use of the Service by you. You shall promptly notify Power Nodes of any non-compliance discovered during the audit.
- 5.5 Sub-processors. You agree with the involvement of sub-processors in the processing of personal data. Power Nodes may engage sub-processors for providing the Service, in particular:
- h) Supabase, Inc. – database hosting, authentication and application backend services (cloud infrastructure in the EU, with possible reliance on infrastructure providers);
 - i) Amazon Web Services EMEA SARL, Microsoft Ireland Operations Limited, OVH Groupe SA providing cloud infrastructure;
- 5.6 OpenAI Ireland Ltd., Google Ireland Limited, Google LLC – AI-based analysis features (if enabled/used within the Service);
- 5.7 LogRocket, Inc. – application monitoring.
- 5.8 Mailsend Inc.

Power Nodes will ensure that sub-processors are bound by written obligations no less protective than this DPA.

- 5.9 Objections to other sub-processors. Power Nodes shall inform you in writing about the involvement of any additional sub-processor before the involvement of that sub-processor. You may object within 14 days after notification. If you do not object within the time limit, Power Nodes may involve the additional sub-processor. If you object, Power Nodes will assess the objection and, if justified, will not engage the additional sub-processor or will make commercially reasonable changes to your configuration or your use of the Service to avoid processing by such sub-processor. If the change is not possible, Power Nodes may discontinue the affected part of the Service or terminate the Agreement (or the affected part), without being in default.
- 5.10 Liability for sub-processor. Power Nodes shall be liable for the acts and omissions of its sub-processors to the same extent Power Nodes would be liable if the services of each sub-processor were performed directly under this DPA.
- 5.11 Costs related to the performance of the DPA. Unless otherwise agreed in writing, each party shall bear its own costs associated with the performance of the DPA. Power Nodes may charge you reasonable costs incurred in dealing with extraordinary requests and performing obligations under this DPA that go beyond the standard functionality of the Service (e.g., custom exports, extensive assistance with audits), unless Data Protection Laws require otherwise.

6. SECURITY OF PERSONAL DATA AND PERSONAL DATA BREACHES

- 6.1 Obligation to secure personal data. Power Nodes has adopted and maintains technical and organizational measures designed to prevent unauthorized or accidental access to, modification, destruction or loss of personal data, unauthorized transmissions, other unauthorized processing, or other unauthorized misuse of personal data, and regularly monitors compliance with these measures.
- 6.2 Specific security measures. Power Nodes has adopted and maintains the following measures to ensure an adequate level of security (taking into account the risks, state of the art, and the nature of processing):
- a) Technical measures:
 - encryption of data transfers (TLS/SSL);
 - access controls and least-privilege permissions;
 - separation of development, test, and production environments;
 - regular patching/updates and vulnerability remediation practices;
 - daily backups to separate cloud storage in the EU with a rolling retention period;
 - measures to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
 - ability to restore availability and access to personal data in a timely manner after incidents;
 - logging and monitoring.
 - b) Organizational measures:
 - restricting access to personal data to the minimum number of authorized persons;
 - onboarding/training and internal rules for safe handling of data;
 - regular review of access rights.
 - c) Personal measures:
 - confidentiality obligations in employment/contractual arrangements for persons involved in processing;

- internal policies requiring compliance with obligations towards you under this DPA.

6.3 Security incidents. If Power Nodes becomes aware of a personal data breach, it shall notify you without undue delay, and where feasible no later than 72 hours after becoming aware of the breach, and shall use reasonable efforts to provide you with information known about the incident, including:

- description of the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- description of the likely consequences of the personal data breach;
- proposal of measures that may be taken by the Customer to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Power Nodes will respond without undue delay to reasonable requests from you for assistance in handling the breach.

6.4 Unlawful instructions. If you instruct Power Nodes in a way that causes a breach of Data Protection Laws, and Power Nodes is sanctioned by a supervisory authority or required to compensate data subjects on the basis of such instruction, you agree to compensate Power Nodes for damages incurred, upon written notice, to the extent permitted by applicable law.

6.5 Limitation of liability. Liability under this DPA is governed by, and subject to, the Limitation of Liability and other relevant provisions of the Agreement and Power Belt Terms. For the avoidance of doubt, nothing in this DPA increases Power Nodes' liability beyond what is set out in the Agreement.

