

## General Terms and Conditions of ComSource s.r.o.

### 1. SUBJECT MATTER OF THE GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions (hereinafter referred to as "General Terms and Conditions" or "GTC") govern the provision of Services, the sale of Goods and the performance and delivery of Work by ComSource s.r.o. (hereinafter referred to as "Performance") to third parties.
- 1.2 These General Terms and Conditions shall always be considered an integral part of the contract concluded between the Provider and a third party who, according to the specific contractual relationship, is in the position of a customer of the Service or a purchaser of the Goods or a customer of the Work (hereinafter collectively referred to as the "**Customer**").
- 1.3 The specific contractual relationship between the Provider and the Customer is always subject to all generally applicable provisions of the GTC and those provisions of the GTC that regulate the specific conditions for the respective type of contractual relationship concluded between the Provider and the Customer. The specific terms and conditions for the respective type of contractual relationship concluded between the Provider and the Customer shall always prevail over any generally applicable provisions of the GTC, if the specific rules and rights and obligations of the contracting parties are regulated in more than one place in these GTC.

### 2. DEFINITIONS

Except for terms that are defined in other parts of the GTC and/or the Contract, the following definitions are used in these GTC:

- 2.1 **Price List** is the document or documents setting out the price for the Performance, unless the price is set out in another part of the relevant Contract.
- 2.2 **Work** means an item or other materially expressible result of the Provider's activity made according to the Customer's instructions, if the predominant scope of the Provider's performance consisted in the direct performance or provision of the activities necessary to make the Work; maintenance, repairs and modifications of an existing item are also considered Work.
- 2.3 **Help Desk** is a specialized workplace of the Provider that provides technical support to the Customer.
- 2.4 **Service endpoint** is a standardized interface on the Provider's equipment to which the Customer connects its end devices or otherwise receives service from the Provider.
- 2.5 In relation to each Party, the **Contact Person** is the person who ensures the transfer of information between the Parties concerning the fulfilment of the Contract and is authorised to act in a binding manner in relation to the provision of the Performance under the Contract. An authorised representative of a Party may designate Contact Persons in writing and specify the areas to which they are to be assigned or the order in which they are to be contacted by the other Party. If the Party does not designate them, the other Party may consider the Contact Persons to be those persons who act for it in accordance with Section 430 of the Civil Code.
- 2.6 **Cyber-attack** is any act using information technology to reduce the functionality of information systems or other information infrastructure or to obtain protected, i.e. publicly unavailable, information, as well as the misuse of equipment to reduce the functionality of or gain access to third party equipment and/or an attempt to gain unauthorised control of or access to equipment or parts thereof.
- 2.7 **Location of the Performance** is the area designated by the Contract for the installation of the equipment or receipt of the Performance from the Provider, e.g. by specifying the address, building, floor and room, specifically in the Service/Delivery Specification.
- 2.8 **Measured Performance** is dynamically charged Performance based on actual units consumed during the time period defined in the Contract.
- 2.9 **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended.
- 2.10 **Failure** is defined in article 9.14 (b) of the GTC.
- 2.11 Provider is ComSource s.r.o., with its registered seat Nad Vršovskou horou 1423/10, Michle, 101 00 Praha 10, Id. No.: 290 59 291, Tax Id. No.: CZ29059291, company registered in the Commercial Register held by the Municipal Court in Prague, section C, insert 14471.
- 2.12 **Project** is a coherent set of activities and processes aimed at providing a particular Performance; a Project is usually prepared in the form of a set of documents - project documentation.
- 2.13 **Network** means an electronic communications network, i.e. transmission systems, where appropriate, linking or routing equipment and other means, including non-active network elements, which enable the transmission of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed circuit or packet switched networks and mobile terrestrial networks, electricity distribution networks to the extent that they are used for the transmission of signals, radio and television broadcasting networks and cable television networks, regardless of the type of information transmitted.
- 2.14 **SLA means** a specific service level agreement that may be concluded between the Provider and Customer.
- 2.15 **Service** is a service provided by the Provider to the Customer for consideration under the Contract, typically a performance that is provided over an extended period of time (not on a one-off basis), usually with only a generally defined and estimated range of activities by the Provider in advance, which do not have as their primary purpose the delivery of any Goods or the creation and delivery of any Work as a materially expressible result of performance by the Provider.

- 2.16 Electronic communications service** is a service normally provided for a fee, as specified elsewhere in the Contract, which consists wholly or mainly in the transmission of signals over the Networks, including, where appropriate, the exercise of editorial control over the content transmitted over the Networks.
- 2.17 Contract** is the sum of all contractual arrangements between the Provider and the Customer relating to the provision of the Performance and is normally made up of the Contract Documents.
- 2.18 Performance Contract** is a written contract between the Provider and the Customer, on the basis of which the Provider undertakes to provide certain Performance to the Customer; the Performance Specification is always part of the Performance Contract.
- 2.19 Contract Documents** are the Performance Contract, the Price List and the General Terms and Conditions.
- 2.20 Contracting Party** means, depending on the context, either the Provider and/or the Customer.
- 2.21 Performance Specification** (or "PS" for short) is a partial contractual arrangement which specifies in particular the technical details of the provision of the relevant Performance, the scope of the Performance, the time of the Performance, prices and other specified data.
- 2.22 Act on Electronic Communications** means Act No. 127/2005 Coll., on Electronic Communications and on amendments to certain related acts, as amended.
- 2.23 Personal Data Protection Act** means Act No. 101/2000 Coll., on Personal Data Protection and amendments to certain related acts, as amended.
- 2.24 Goods** means an item that the Provider sells to the Customer as a product of a third party or its own; unless expressly provided otherwise in the Contract, licenses, concessions and similar rights that are granted to the Customer in connection with the sale of the item are also considered Goods.
- 2.25 Special Arrangement** means a special agreement of the Parties forming part of the Contract which provides for deviations from General Terms and Conditions.
- 2.26** Capitalised terms defined elsewhere in the Contract shall have the meaning given to them in these General Terms and Conditions. Terms and Conditions have the meaning set out in that other part of the Contract.
- 2.27** Terms expressly defined in the GTC in the singular have the same meaning in the plural and vice versa. The same applies to general legal terms used in the GTC.
- 2.28** References to working days shall mean references to any day other than Saturday, Sunday and days on which a public or other holiday falls under applicable and effective law.

### **3. THE VALIDITY AND EFFECTIVENESS OF THE CONTRACT**

- 3.1** Contract conclusion procedure and contractual relations between the Customer and the Provider not expressly regulated by the Contract shall be governed by the law of the Czech Republic, in particular the Civil Code.
- 3.2** The Contract shall be concluded and shall come into force at the moment when the last of the Contracting Parties attaches its signature to the Contract for the provision of the Performance.
- 3.3** The Provider excludes the acceptance of a proposal for the conclusion of the Contract or an agreement with any amendment or deviation; a response to an offer with an amendment or deviation shall not be deemed to be an acceptance of the offer, but a new proposal.
- 3.4** Certain provisions of these General Terms and Conditions shall not apply to all Performance, but only to either the provision of Services, the sale of Goods or the execution and delivery of Work. These provisions are appropriately quoted in the text of these General Terms and Conditions.

### **4. RIGHTS AND OBLIGATIONS OF THE PROVIDER**

- 4.1** In particular, the Provider is entitled to
- a) require the Participant to provide the data necessary for the conclusion of the Contract or an individual PS;
  - b) restrict the provision of the Service or the delivery of the Goods or the performance of the Work for a strictly necessary period of time under the conditions set out in the General Terms and Conditions or for legal reasons;
  - c) to regulate the traffic on the Network in order to protect the Network and/or the Customer, to continuously control the use of the Service or Electronic Communications Service by the Customer;
  - d) not to establish or implement the Service/Work in cases where (i) it is not possible for technical reasons, (ii) the Customer has violated the terms of the Agreement, (iii) the Customer has intentionally provided incorrect personal or identification data, (iv) the Customer is in default of any payment to the Provider or has repeatedly failed to pay the invoiced price for the Service/Work by the due date; and/or (vi) the Provider cannot be fairly required to do so; the other provisions of the General Terms and Conditions are not affected.
- 4.2** The Provider is obliged to:
- a) provide the agreed Performance to the Customer in accordance with the Contract and legal regulations;
  - b) enable the Customer to get acquainted with the valid version of the General Terms and Conditions, SLA and Price List;
  - c) maintain its equipment and infrastructure of its Network in such technical and operational condition that the Performance is provided in accordance with the terms, conditions and parameters set out in the Contract.

## **5. CUSTOMER'S RIGHTS AND OBLIGATIONS**

**5.1** The Customer is entitled to:

- a) take over and use the Work in accordance with the Contract and applicable law;
- b) address his comments and requests to the Provider's Contact Person or to the Help Desk;
- c) in justified cases, to make complaints about the billing price or the Performance provided;
- d) handle his data during the duration of the Contract or the provision of the relevant Service.

**5.2** In particular, the Customer is obliged to:

- a) use the Performance only in a manner that complies with the Contract and the applicable laws and regulations, as well as the written instructions provided and the instructions given by the Provider, and furthermore to follow the generally applicable safety standards and/or the Provider's safety standards in order to avoid undesirable conditions;
- b) pay the price of the Performance in due and timely manner;
- c) inform the Provider in writing (via the Provider's Contact Person or Help Desk) throughout the duration of the Contract of any change in their identification data according to the Contract and of any change in their billing data. The Customer shall notify the Provider of the changes within 7 (seven) working days of the date on which such change occurs;
- d) immediately report to the Provider all facts that could adversely affect the provision of the Performance, in particular malfunctions or theft, damage or loss of even a part of the Provider's technology;
- e) to ensure that the Location of the Performance has all the facilities necessary for the proper provision of the Services, in particular:
  - to provide the Provider, free of charge, with the use of the premises in which the Provider's equipment and/or the Work is to be installed and operated for the purpose of the performance of the Contract, for the duration of the provision of the Performance (in particular the Services), including all ancillary facilities, in particular sufficient power, lighting and air conditioning, and any necessary voltage equalizers. The Customer shall only ever locate the Provider's equipment in premises suitable for the above purposes;
  - provide the Provider, or persons authorised by the Provider, free of charge, with access to the Provider's equipment located on the premises of the Customer, or on premises designated by the Customer, for the purpose of repair or maintenance, and, where appropriate, qualified personnel authorised by the Customer to provide the necessary assistance;
  - provide the Provider's authorised employees with the information and documents necessary for their activities;
  - to provide, free of charge, assistance in the preparation of construction and installation activities for the performance of the Work or the installation, modification or removal of the Provider's equipment related to the Performance;
  - ensure that the Provider's equipment located at the Customer's premises is powered by the manufacturer's prescribed power source throughout the provision of the Performance. All expenses related thereto shall be borne by the Customer;
  - take measures to prevent unauthorised persons from tampering with the Provider's equipment;
  - on the date of termination of the Service, take all steps to preclude further use of the Service.
- f) reimburse the Provider with all costs associated with equipment or changes to the Performance that the Provider had to demonstrably incur because the Customer did not meet the conditions set for this equipment or Performance according to the Contract.
- g) to submit to the Provider, upon the Provider's request, documents confirming the Customer's trustworthiness and solvency;
- h) maintain the confidentiality of all facts that he learns in connection with the Contract, even for 3 (three) years after the termination of the Contract, unless such facts are generally known or he obtains the Provider's prior written consent to disclose or provide them to a third party.

**5.3** The Customer acknowledges and agrees that the Provider maintains an electronic database of the operations performed within and outside the Provider's Network. The Customer hereby gives its consent to the Provider to any measurement of the volume of data transferred by the Provider's technical means or other activities of a similar nature.

## **6. PRICE OF PERFORMANCE AND TERMS OF PAYMENT**

**6.1** The terms of payment and prices for the Performance are determined in accordance with applicable law and are set out in in the Performance Specification and/or the Price List. The valid Price List is always available to the Customer at least at the Provider's registered office.

**6.2** In the case of the provision of Measured Performance, the Provider shall evaluate the actual consumption of measured units in the billing period from which the resulting price of the Performance shall be determined. If the resulting price of the Performance does not reach the contractually stipulated minimum amount, if any, the Customer shall be obliged to pay the price of the Performance for that period in the amount of the stipulated minimum amount.

**6.3** Lump sum prices shall be charged by the Provider upon delivery of the relevant Performance to the Customer, unless the Contractual Parties have agreed otherwise in writing.

- 6.4 The prices set out in the Price List or Performance Specification are exclusive of VAT, which shall be added in accordance with applicable tax laws;
- 6.5 The Customer shall be obliged to pay the price for the Performance even if the Performance is used by persons other than the Customer. In the event of unauthorised use of the Performance by other persons, the Customer shall be obliged to pay the invoiced prices until the Provider restricts the active use of the Performance;
- 6.6 The Provider shall be entitled to charge the Customer the costs associated with the recovery of debts that go beyond the demonstrable notification of the Customer for non-payment of the relevant bill/invoice. The Customer shall pay such costs within the time limit set out in the bill for such costs;
- 6.7 If circumstances change after the conclusion of the Contract to the extent that performance under the Contract becomes more difficult for the Customer, this shall not affect the Customer's obligation to perform the debt, unless otherwise provided by law or the Contract. The Customer assumes the risk of changed circumstances within the meaning of Section 1765 (2) of the Civil Code;
- 6.8 By accepting the General Terms and Conditions, the Customer agrees that the Provider's rights arising out of or in connection with contractual relations with the Customer shall be time-barred within a period of 10 years from the date on which the Provider could have exercised such right for the first time;
- 6.9 The Provider shall be entitled to set off its claim for contractual penalty under the Contract against any claim of the Participant under or in connection with the Contract, notwithstanding Section 1987 (2) of the Civil Code;

## **7. CLAIMS AND COMPENSATIONS**

- 7.1 The Customer is entitled to make a claim against the price invoice or the Performance provided.
- 7.2 A written claim must be handed to the Provider's Contact Person or sent to the Provider's address.
- 7.3 The submission of a claim about the Performance or the amount of the invoiced price for the Performance shall have no suspensive effect and the Customer shall pay the price for the Performance no later than the due date of the relevant invoice.
- 7.4 The claim must contain at least the following information: identification of the Customer, the Contract number of the relevant Performance, the date of the subject matter of the complaint, a precise description of the matter complained of;
- 7.5 The Provider is obliged to settle the claim in the specified manner and without undue delay, but no later than within 1 month from the date of receipt of the claim. If the settlement of the claim requires negotiation with a foreign supplier, the Provider shall settle the claim within 2 months from the date of receipt of the claim at the latest;
- 7.6 The Customer shall be entitled to a refund of the overpayment on the basis of a positively resolved claim of the invoice price for the Performance. The Provider undertakes to return the overpayment so incurred to the Customer within 1 month from the date of the positive settlement of the claim. The Provider shall be entitled to use the overpayment as a priority to offset the Provider's receivables due from the Customer. If no such claims exist, the Provider shall return the overpayment to the Customer in the form of a credit note in the next billing following the positive settlement of the claim or in another manner agreed with the Customer.
- 7.7 The Provider shall, in response to each claim made concerning the scope, price and quality of the Service, notify the Customer of the acceptance or non-acceptance of the claim, i.e. whether it is a justified or unjustified claim.
- 7.8 The Provider shall not be liable for faults and defects occurring outside its equipment and its Network and such faults shall not be the subject of claims.

## **8. CONCLUSION, AMENDMENT, TRANSFER AND TERMINATION OF THE CONTRACT**

- 8.1 The Contract, or an individual Performance Specification, is concluded and becomes effective, unless otherwise stated, at the moment when both Parties affix their signatures to it, the date of the later signature being decisive.
- 8.2 In the event that a Contracting Party fails to confirm in writing to the other Contracting Party the date of termination of the Performance Contract for a fixed term and/or, in the case of the Services, the Performance Specification for a fixed term, at the latest two (2) months prior to the expiry of the duration of the Contract, the relevant part of the Contract shall automatically be extended for an indefinite period after the expiry of the agreed duration of the Contract.
- 8.3 However, notwithstanding any other provisions of the Contract, the duration of the Contract shall not expire before the expiry of the last Performance Specification agreed under the relevant Contract. The transfer or assignment of the Customer's rights and/or obligations under the Contract, or any part thereof, to a third party is only possible with the written consent of the Provider.
- 8.4 By accepting the General Terms and Conditions, the Customer agrees that the Provider shall be entitled to assign any of its claims against the Customer and the whole of the Contract to a third party and that the Customer shall be entitled to refuse to release the Provider from its obligations upon assignment of the Contract only if the relevant third party (the assignee) would have a monetary debt to the Customer under the assigned Contract and at the time of the assignment its ability to meet such debt was less than that of the Provider.
- 8.5 Termination of the Contract or an individual PS shall not affect the Customer's obligation to pay the Provider any amounts due or liability for any damages.
- 8.6 The Provider may terminate the Contract or individual PS with immediate effect, i.e. on the date of delivery of the written termination to the Customer:

- a) if there is a reasonable suspicion that the Customer is abusing the Network or using the Performance in violation of legal regulations or in violation of good morals, in particular, supports or enables any illegal activities or engages in them, interferes with the Provider's network or other networks;
  - b) in the event of repeated breach of the Customer's obligations under the Contract or in the event that such obligations are breached in a material manner;
  - c) in the event that the Customer fails to provide sufficient cooperation to the Provider, in particular in accordance with the Contract, when providing the Performance, making changes to the Performance, limiting or eliminating a Cyber-attack and/or the threat of using the Performance or equipment for a Cyber-attack, or troubleshooting;
  - d) in the event that the Customer fails to provide the Provider with the required deposit or principal or fails to promptly replenish such deposit or principal to the specified amount after written demand by the Provider;
  - e) in the event that there is reasonable suspicion that (i) the Customer is involved in a Cyber-attack, (ii) the manner of use of the Performance is the cause of a Cyber Attack and/or (iii) and/or traffic directed to or from the resources (or equipment) allocated to it substantially compromises the Provider's infrastructure, all without regard to the Customer's intent.
- 8.7** If the Customer has provided incorrect personal or identification data, the Provider has the right to withdraw from the Contract.
- 8.8** The Contract or an individual Performance Specification may also be terminated by agreement of the Parties. Termination of an individual part of the Contract shall not cause the termination of any other part of the Contract.
- 8.9** Upon termination of the Contract or the relevant Performance Specification, the Customer shall return to the Provider without undue delay everything that is the Provider's property and shall provide the Provider with the necessary assistance at its own expense.
- 8.10** All claims, debts and obligations arising from the terminated Contract or PS shall be settled by the Parties no later than 45 (forty-five) calendar days after the termination of the Contract or PS.

## **9. SERVICES**

*The following provisions of the GTC in article 9, regulate the specific conditions for the type of contractual relationship concluded between the Provider and the Customer, in which the Services are provided. These specific terms and conditions shall always prevail over any generally applicable provisions of the GTC if the specific rules and rights and obligations of the Parties are regulated in more than one place in these GTC. Insofar as article 9 of the GTC does not contain an explicit regulation of the rights and obligations of the Parties, the other parts of the GTC shall always apply to the contractual relationship without saying.*

### **9.1** Obligations of the Customer:

- a) not to allow the use of and not to provide the Services provided to third parties, unless otherwise provided in the Contract or without the prior written consent of the Provider;
- b) comply with the terms and conditions of access, use and protection of another computer system (network), if the subject of the agreed Service is the provision of access to or use of this computer system (network);
- c) respect and protect the rights to intangible assets of the Provider and other entities when using the Service;
- d) provide all necessary assistance to the Provider in setting up monitoring of the Service, if such assistance is required. The cooperation concerns in particular the determination of the IP scope for monitoring, in particular for the purpose of monitoring the Customer's end devices in cases where it is technologically necessary to provide a proactive monitoring regime;
- e) not to abuse the connection to the Network, in particular by using it for purposes other than those agreed;
- f) ensure that the terminal equipment connected by the Customer to the Provider's Network complies with the conditions laid down by specific legislation and/or the Contract. The Customer shall be responsible for the condition of its devices that it connects to the Provider's equipment, including the setting of parameters, unless otherwise specified;
- g) use additionally introduced methods of protection of the Network, if this is to the benefit of the Customer or the Network Provider.

### **9.2** Price of Services and payment terms:

- a) the billing period for the provision of the Services shall be one calendar month, unless otherwise agreed in writing by the Parties. Regular prices for a full billing period shall be billed retroactively to and including the last day of the billing period. The regular service prices for an incomplete billing period shall be calculated as the price per day of the billing period multiplied by the number of days of the incomplete billing period. The price per day of the billing period shall be calculated as 1/30 of the relevant agreed regular price amount;
- b) The Provider may require the advanced payment or deposit for the provision of the Service and the maintenance of such payment or deposit in a specified minimum amount, but not exceeding the aggregate of three monthly payments as set out in the Price List or the relevant Performance Specification. The Provider shall at any time be entitled to apply such advanced payment or deposit to the payment of its claims against the Customer arising under the Contract (and in respect of any Performance Specification) in the event that such

claims are not paid within the time specified. The advanced payment or deposit, or any part thereof, shall be returned to the Customer, after set-off against all claims, within 30 days of the termination of the provision of the relevant Service. The Provider shall be entitled to require the advanced payment or deposit to be paid for all or some of the Performance Specifications based on its assessment of the Customer's creditworthiness;

- c) The Customer shall be entitled to a refund of any overpayment incurred in payment for the Services provided. However, the Provider shall be entitled to use such overpayment in priority to set off the Provider's outstanding claims against the Customer. If no such claims exist, the Provider shall return the overpayment to the Customer by way of set-off in the next billing for the price for the Services provided following the occurrence of the overpayment or in another manner agreed with the Customer.

### 9.3 Claims for Services:

- a) The Customer is obliged to file a claim for the Service without undue delay, no later than 2 months from the date of defective provision of the Service, otherwise the right to claim will expire;
- b) The Customer is obliged to make a complaint about the billing of the price for the Service without undue delay, no later than within 2 months from the date of delivery of the billing of the price for the Service provided, otherwise the right expires. If, due to the type of Service provided, the price statement is not delivered, the Customer is entitled to make a claim within 2 months from the date of provision of the Service.
- c) The written claim must be handed to the Provider's Contact Person or sent to the Provider's address;
- d) In the event that a claim concerning the scope and quality of the Service provided is accepted, the Provider shall reduce the price charged to the Customer for the poorly provided Service in proportion to the extent of the reduction in scope and quality for the period from the date of the proven occurrence of the defect until the moment of the removal of the defect. In particular, the Provider shall not accept a claim if it is submitted after the deadline set out in Article 7.2 of the General Terms and Conditions.
- e) If the Service could be used only partially or could not be used at all due to a technical or operational defect on the Provider's side, the Provider shall be obliged to ensure the removal of the defect and to reduce the price accordingly, or, if possible, to provide the Service in an alternative manner, after agreement with the Subscriber. In accordance with the Electronic Communications Act, the Provider shall not be obliged to compensate the User for damage incurred as a result of interruption of the Service or defective provision of the Service.
- f) In the event of disagreement with the result of the assessment of a claim for an Electronic Communications Service, the Participant may file an objection with the department of the Czech Telecommunications Office locally competent for the area concerned, no later than within the time limit pursuant to Section 129 (3) of the Electronic Communications Act.

### 9.4 Duration of the Service:

- a) Contract or a single Service may be agreed for a fixed term or for an indefinite term. If the Contract does not specify a duration, it is concluded for an indefinite period. The duration of the Service shall be calculated from the date specified in the PS as the required date of establishment of the Service, unless otherwise specified below. From that date, the Customer is obliged to pay the agreed price for the Service. If the Service has been established before the requested date, the Customer shall be obliged to pay for the Service from the date of its delivery before the requested date, if it has agreed to such earlier delivery, or from the date of first use before the requested date, whichever is earlier. If the term "Minimum Term" is used in an open-ended PS, the provisions of this paragraph shall apply mutatis mutandis to determine the commencement of the term;
- b) If the Service is established after the required date of establishment of the Service specified on the PS, the duration of the PS shall be calculated from the handover of the Service. If the Service has not been duly delivered, the duration of the PS shall be calculated from the date on which the Customer is informed by the Provider that the Service has been established or from the date of first use, whichever is earlier. The Customer shall then be obliged to pay for the Service from that date;
- c) The Participant may terminate the Service Contract or an individual Service PS in writing:
  - without penalty in the event of a unilateral change to the Contract or the General Terms and Conditions;
  - for any reason or without giving any reason; the notice period shall be 3 (three) months and shall commence on the first day of the month following the delivery of the notice to the Provider. If the Customer gives notice pursuant to this clause so that the notice period expires earlier than the specified minimum duration of the relevant PS, the Provider shall be entitled to charge the Customer for the period from the end of the notice period to the date on which the minimum duration of the relevant PS would have expired a one-off fee equal to the sum of the regular monthly prices for that period, and for Measured Performance a one-off fee equal to the specified minimum performance for that period. The termination option under this article of the GTC cannot be applied to PSs concluded for a fixed term;
- d) The Provider may terminate the Service Contract or an individual PS of the Service (one or more) for any reason or even without giving any reason with a notice period of 3 (three) months, starting from the first day of the month following the delivery of the notice to the Customer;

- e) The Customer shall remove all stored data on the date of termination of the Service, the subject of which is data storage on the Provider's devices. If the Customer fails to do so, the Provider is entitled to remove all stored data at the Customer's expense.

**9.5 Restrictions on the provision of the Service:**

- a) The Provider is entitled to restrict or interrupt the provision of the Service for a strictly necessary period of time for reasons:
  - performing maintenance or repair of the Network,
  - emergency situations, in particular pursuant to Section 99 of the Electronic Communications Act or Act No. 181/2014 Coll., on Cyber Security, as amended,
  - other serious technical or operational reasons, in particular if the security and integrity of the Network is seriously compromised,
  - the Provider's obligation to comply with a legal regulation or decision of a Czech authority,
  - force majeure.
- b) The Provider shall be entitled to restrict the active use of the Service if the Customer is in default of payment for the Services provided and/or fails to comply with other terms of the Contract and has not remedied the situation even within an alternative performance period set by the Provider, which shall not be shorter than 1 week;
- c) The Provider is entitled to restrict the active use of the Service in the event of a breach of the Contract in a material manner or misuse of the Service by the Customer or a third party via the Customer's terminal equipment, or if there is a reasonable suspicion that the manner of use of the Service is the cause of a Cyber-attack. A material breach of the Contract shall always be deemed to be participation in a Cyber-attack, as well as illegal distribution of copyrighted works or distribution of content contrary to the law. Abuse of the Service means using the Network or the Service in a manner that may adversely affect the operation of the Network or any part thereof or the quality of the Service, or that materially infringes the rights of others. Abuse of the Service or the Network includes use of the Service or the Network in any other manner that is not in accordance with the Contract. The Provider does not need to inform the Customer of any such restriction on the provision of the Service;
- d) Immediately after the Provider determines that the reasons for limiting or interrupting the Service pursuant to the preceding articles have passed, the Provider shall resume operation of the Service. In the event that the provision of the Service has been restricted for reasons on the part of the Customer, the Provider shall have the right to charge the Customer for the costs associated with restarting the Service, while the restriction or interruption of the Service in the said case shall not affect the Customer's obligation to pay the full price for the Services.

**9.6** Unless otherwise stated in the Contract or unless the nature and terms of the Service directly indicate otherwise, it shall be deemed the Service is provided on a continuous basis, except for scheduled maintenance periods;

**9.7** The Service shall be provided to a quality consistent with the Contract, the relevant regulations and, if agreed, the relevant SLA.

**9.8** The Provider shall not be liable for the function and scope of the Service in the event of interference with the configuration of the Service by the Customer or third party beyond the defined parameters of the Services operated.

**9.9** The Customer undertakes to use the Service only within the scope of applicable law and not to take any action against the function and security of the Provider's operating systems.

**9.10** The Provider shall not be liable to the Customer for the functionality of applications and devices that are not subject to the Contract.

**9.11** The Provider shall not be liable for the content of information processed within the Services, nor for any violation of third party rights by information processed within the Services. The Provider shall not be liable for any infringement of trademark ownership rights by the Participant and for any violation of law by the use of the domain name or directory names of the Customer, which are trade names and registered trademarks. The Provider is not liable for any damage caused to the Customer or a third party in connection with the use of the Services, as well as for damage caused by interruption of the Customer's service or loss of data. The Provider undertakes not to misuse information about the Customer's personal data or provide it to a third party.

**9.12** The Customer is the sole owner of the data stored on any devices and is solely responsible for its content and compliance with the law. The Provider shall not be liable for the quality and content of the data.

**9.13 Service failure reporting and remediation terms:**

- a) If the Customer discovers a Failure, the Customer shall immediately report this fact to the relevant Help Desk;
- b) The Provider undertakes to rectify Failures arising on its side in accordance with the Contract. If the reported Failure is not on the Provider's side, the Provider shall forward the information about the Failure to the third party that provides the subject part of the Customer's Service and coordinate with it the steps to remove the Failure;
- c) If the Customer is responsible for the Service Failure or the Customer's notification proves to be false, the Provider shall be entitled to charge the Customer for the proven costs incurred by the Provider in connection with such notification or removal of such Failure.

#### 9.14 Quality of Services:

- a) The Provider may enter into a Service Level Agreement (SLA) with the Customer governing the quality and guarantee of the Service by means of selected parameters. The conclusion of the SLA, including its selected level, must be explicitly stated in the Service PS and the specific parameters of the SLA may be stated in a separate document that forms part of the Contract;
- b) By means of the SLA, the Provider guarantees to the Customer that the Service, or part thereof, will meet the specified parameters for at least a certain period of time during the relevant period ("Availability"). If the Service fails to meet the guaranteed parameters in breach of the Contract, it will be a failure of the Service ("Failure").
- c) A Failure shall not be deemed to be a Failure if:
  - The Provider was not obliged to provide the Service in accordance with the General Terms and Conditions and/or
  - failure to meet a parameter of the Service is not caused by the Provider or is caused by the Customer.
- d) Availability is monitored for each calendar month of Service provision. The achieved availability of the Service shall be determined as a percentage, where the base is the time for which the Service with the guaranteed parameter should have been provided in the relevant calendar month ("Ts") and the percentage is the difference between Ts and the duration of all Faults in the monitored period ("Tn"). The Tn parameter does not include the time for which the Provider was entitled not to provide the Service according to the General Terms and Conditions or for which the Customer did not provide the Provider with the necessary cooperation to identify or remove the Failure;
- e) If the Service includes more than one performance, or if one of several possible parameters of the Service is guaranteed by the SLA, the period during which the relevant part of the Service was not provided or the guaranteed parameter was not achieved is decisive for determining the value of Tn;
- f) Times and periods shall be calculated to whole minutes, even if only the minute started, and availability shall be expressed as a percentage to two decimal places;
- g) The duration of the Failure shall commence from the notification of the Failure in accordance with the provisions of article 9.13 of the General Terms and Conditions. If the notification of a Failure does not comply with the provisions of Article 9.13 of the General Terms and Conditions, the Failure Period shall commence from the time of proper notification of the Failure. The duration of the Failure shall end when the proper provision of the Service has been restored.

#### 9.15 Establishment of the Service by the Provider:

- a) The Service PS shall contain the settings of the parameters of the relevant Service and the price for the establishment and operation of the Service, unless such information is provided elsewhere in the Contract;
- b) the Provider shall set up the Service on the basis of the information set out in the Contract, in particular the relevant Performance Specification;
- c) The provision of the Service within the terms specified in the Performance Specification is subject to the Customer:
  - has provided all necessary information and/or documentation for the processing of the Project, if required;
  - has provided the Provider with all necessary cooperation, in particular has provided the environment for the installation of the Service endpoints and has precisely and definitively determined their location, and has allowed the Provider's authorized persons access to the premises where the equipment will be located,
  - provide all necessary documents to secure the relevant permits, decisions, or statements, if required,
  - approve the Project, if one has been prepared;
- d) the Customer shall pay all necessary costs associated with the establishment of the relevant Service, which the Provider has incurred or is to incur, in particular if the Customer fails to comply with the conditions set out in the GTC or fails to provide reasonable assistance in the establishment of the Service;
- e) Upon commissioning of the Service, the Provider shall as a rule issue a handover protocol of the Service or a document with the same or similar meaning ("Handover protocol");
- f) The Customer's Contact person shall verify the functionality of the Service. Failure to accept the Service or failure to confirm or accept the Handover protocol by the Customer shall not affect the Customer's obligation to pay the price of the Service established or used by the Customer. If the Customer does not provide the necessary cooperation within ten (10) working days for the acceptance of the Service on the basis of the Handover protocol, the Service shall be deemed to have been accepted upon expiry of this period.
- g) Equipment provided to the Customer by the Provider by way of rental or loan shall be listed in the Service PS and/or on the Handover protocol;
- h) The Customer agrees not to move, otherwise handle or provide to any third party the equipment rented or borrowed from the Provider without the prior written consent of the Provider;
- i) By express written agreement between the Customer and the Provider, the Customer may be granted access to the Provider's premises at the request of the Customer. The Customer is obliged to comply with the Provider's instructions and the operating, fire and safety rules of the premises, which set out the basic data for the relevant Provider's premises for normal technical contact (responsible person, his/her address, telephone number, etc.), as well as the arrangements for the procedure of possible repair in the event of a defect in the



- Provider's premises during non-working hours;
- j) The planned date of establishment or modification of the Service, as specified in the Service PS, is valid only provided that all the obligations of the Customer specified in the Contract and in particular in the relevant Service Performance Specification are complied with.
  - k) In the event that unforeseeable objective circumstances arise during the implementation (or change) of the Service that prevent the Provider from implementing or changing it in the required (agreed) manner, at the expected cost or within the required (agreed) time, if it cannot be reasonably assumed that the Provider could have averted or overcome such circumstance or its consequences using reasonably required efforts, the Provider shall inform the Customer about the situation and propose a possible solution. If necessary, the Provider shall also propose a possible change in the price and date of execution to correspond to the changed solution. If there is no mutually acceptable agreement on the change of the solution (including agreement on the change of the price and date of implementation), the Provider is entitled to withdraw from the implementation (or change) of the Service by written notice. In this case, neither Party shall be entitled to claim any contractual penalty or compensation for damages.

**9.16 Conditions for the installation and operation of Service endpoints**

- a) The Customer shall provide, at its expense, the necessary facilities and conditions for the operation of the Provider's equipment related to the Services provided, if the provision of such facilities is required in connection with such Services. Such conditions must comply with the Provider's requirements at all times during the provision of the Service and may not be changed without the Provider's written consent.
- b) The Customer shall not change the setup, wiring, location and spatial arrangement of the Provider's equipment at the Location of the Performance between Service endpoints from the condition at the time the Service is established without the personal participation or prior written consent of the Provider. The Customer shall take measures to prevent third parties from tampering with the Provider's equipment at the Location of the Performance.

**9.17 The location where the Service is provided is set out in the Contract.**

**10. SALE OF GOODS**

*The following provisions of the GTC in article 10, regulate the specific conditions for the type of contractual relationship concluded between the Provider and the Customer, where the subject of the Performance is the sale of Goods. These specific terms and conditions shall always prevail over any generally applicable provisions of the GTC, if the specific rules and rights and obligations of the Parties are regulated in more than one place in these GTC. Insofar as article 10 of the GTC does not contain an explicit regulation of the rights and obligations of the Parties, the other parts of the GTC shall always apply to the contractual relationship without further delay.*

**10.1 Delivery Terms:**

- a) The Goods shall be delivered at the place and on the delivery date specified in the Performance Specification;
- b) The Customer shall acknowledge receipt of the Goods by the signature of an authorised officer (with legible indication of name and surname and ID number) and, where applicable, the Customer's stamp on the Handover protocol. By doing so, the Customer confirms receipt of the Goods according to the range and quantity and also confirms that the Goods delivered do not bear any signs of obvious defects and are delivered in the agreed quantity and packaging;
- c) In the case of transport of the Goods by a carrier, the Customer shall confirm receipt of the Goods to the carrier on the waybill. In this case, the Handover protocol is attached to the Goods. The Customer shall confirm the Handover protocol in the above manner and deliver a copy of the Handover protocol to the Provider no later than the day following the day after the receipt of the Goods from the carrier. The delivery of the Goods shall take effect upon delivery of the Handover protocol or upon the expiry of the deadline for delivery of the copy of the Handover protocol back to the Provider as set out above. The Customer is obliged to point out any obvious defects in the quantity or packaging of the Goods within the time limit for sending the certified copy of the Handover protocol. The expiry of this period shall terminate the Customer's right;
- d) In the event that the Customer is in default in payment of any payment due to the Provider for any legal reason, the Provider shall be entitled to extend the delivery period specified in the Contract until such time as such obligation is paid. The Provider shall inform the Customer of the extension of the delivery period, stating the amount, legal reason and maturity of the debt with which the Customer is in default;
- e) if the failure to meet the delivery deadline is demonstrably caused by force majeure (force majeure shall be deemed to be, in particular, mobilization, war, riot, strike, lockout, failure to grant an export permit in the country of the manufacturer or the occurrence of other unforeseeable obstacles such as fires, natural disasters, etc.), then the delivery deadline shall be extended proportionately by the period of force majeure.
- f) Upon confirmation of acceptance of the Goods, the delivery of the Goods shall take effect.

**10.2 Price of the Goods and payment terms:**

- a) The total price of the Goods includes the cost of customs duties, transportation and insurance during transportation, unless otherwise expressly agreed by the Parties;

- b) The terms of payment shall always be set out in the Specification of the Goods (at least by reference to the Price List where applicable);

**10.3** Reservation of the right of ownership and transfer of risk of damage to the Goods:

- a) Title to the Goods shall pass to the Customer upon payment in full of the price of the Goods (including any additional costs and VAT charged in accordance with the Contract). Until title to the Goods has passed, the Customer shall not be entitled to dispose of the Goods in any way, i.e. in particular to pledge, sell or otherwise transfer ownership of the Goods or to use or transfer the Goods to third parties for any use;
- b) The risk of damage to the Goods shall pass to the Customer in the case of personal collection or direct delivery by the Provider at the moment of confirmation of the Handover protocol and in the case of transport of the Goods by carrier at the moment of acceptance of the Goods from the carrier.

**10.4** Compensation of damages:

- a) Any damages that may be incurred by the Customer as a result of defects in the Goods shall be limited to the price of the defective Goods;
- b) No claim for damages for defects in the Goods other than those set out in these General Terms and Conditions shall be available.

**10.5** Warranty for the quality of the Goods and terms of claims:

- a) The warranty period for the Goods supplied shall be 12 months unless otherwise stated in the Performance Specification. This period shall commence on the date of acceptance of the Goods and shall be extended by the period of warranty repair of the Goods. In the event of replacement of the Goods claimed, the new warranty period shall run from the moment the risk of damage to the Goods passes to the Customer;
- b) The quality guarantee does not cover defects in the Goods caused by:
- unprofessional or negligent handling or unauthorised tampering with the Goods,
  - use of the Goods for purposes other than those normally intended by the manufacturer,
  - improper storage,
  - unprofessional or improper handling,
  - damage to the Goods during transportation provided by the Customer,
  - improper installation or mechanical damage,
  - wiring to the Network not complying with the relevant norms and customary standards,
  - damage due to electrostatic charge or natural disaster,
  - failure to comply with the instructions set out by the manufacturer or the Provider, e.g. failure to carry out regular maintenance in accordance with the user documentation.
- c) The Customer is obliged to make a claim for the Goods without undue delay, no later than within 1 month from the date of discovery of the defect in the Goods, otherwise the right to make a claim shall expire;
- d) The Customer shall be obliged to make a claim about the invoice for the Goods without undue delay, no later than within 1 month from the date of delivery of the Goods, otherwise the right shall lapse;
- e) The written complaint must be submitted to the Provider's Contact Person or sent to the Provider's address. If a defect covered by the warranty occurs, the Customer shall deliver the Goods to the Provider together with the written complaint, including the original manufacturer's packaging, with a copy of the Handover protocol or invoice, and the necessary accessories supplied with the Goods. Until such time as these conditions for making a claim have been met, the Provider shall have no obligations under the warranty in connection with the claimed defects in the Goods;
- f) In the event that a claim for Goods is accepted, the Provider shall provide the Customer with an appropriate discount on the price of the Goods or arrange for the repair or replacement of the defective Goods without undue delay. The Provider shall decide on the manner of settlement of the claim taking into account the nature and extent of the defect in the Goods and the costs associated with the removal of the defect.
- g) The Provider shall be entitled not to accept a claim for Goods if the conditions set out in the General Terms and Conditions have not been complied with, in particular if the claim has been submitted after the time limit set out in point c) of this article of the General Terms and Conditions;
- h) In the event of a claim for defects not covered by the warranty, or when the Provider is entitled not to accept a claim for Goods, the Customer is obliged to pay any and all costs incurred by the Provider in connection with the handling of such a claim;
- i) The guarantee of the quality of the Goods under this article of the GTC is provided in lieu of and to the exclusion of any other warranties, conditions or liabilities.

**11. EXECUTION AND DELIVERY OF THE WORK**

*The following provisions of the GTC in article 11, regulate the specific conditions for the type of contractual relationship concluded between the Provider and the Customer, where the subject of the Performance is the execution and delivery of the Work. These specific terms and conditions shall always prevail over any generally applicable provisions of the GTC, if the specific rules and rights and obligations of the Parties are regulated in more than one place in these GTC. Insofar as article 11 of the GTC does not contain an explicit regulation of the rights and obligations of the Parties, the other parts of the GTC shall always apply to the contractual relationship without further qualification.*

**11.1 Conditions of performance and delivery of the Work:**

- a) The Work shall be performed and delivered at the place and on the delivery date specified in the Performance Specification;
- b) Performance and delivery of the Work within the time specified in the Performance Specification is conditional upon the Client:
  - has provided all necessary information and/or documents for the execution of the Project, if required;
  - has provided the Provider with all necessary assistance;
  - provided all necessary documents for securing the relevant permits, decisions or statements, if required;
  - approve the Project, if it has been prepared.
- c) The Customer confirms the execution and acceptance of the Goods by the signature of an authorised employee (with legible indication of name and surname and ID number) and, if applicable, the Customer's stamp on the Handover protocol. The Customer thereby confirms the execution and acceptance of the Work and at the same time confirms that the Work has been carried out without defects and is delivered to the agreed extent;
- d) In the event that the Customer is in default in payment of any payment to the Provider for any legal reason, the Provider shall be entitled to extend the contractually stipulated time limit for performance and delivery of the Work until such time as such obligation is paid. The Provider shall inform the Customer of the extension of the time limit for performance and delivery of the Work, stating the amount, legal reason and maturity of the claim with which the Customer is in default;
- e) if the failure to comply with the deadline for performance and delivery of the Work is demonstrably caused by force majeure (force majeure is considered to be, in particular, mobilization, war, riot, strike, lockout, failure to grant an export permit in the country of the manufacturer or the occurrence of other unforeseeable obstacles such as fires, natural disasters, etc.), then the delivery deadline shall be extended proportionately by the period of force majeure;
- f) Upon acknowledgement of acceptance of the Work, delivery of the Work shall take effect. Obvious defects in the Work at the time of handover must be expressly stated in the Handover protocol if the Customer decides to accept the Work with such defects and requests their removal, otherwise the Work shall be deemed not to suffer from any obvious defects.

**11.2 Price of the Work and payment terms:**

- a) The price of the Work and the terms of payment are always set out in the Performance Specification (at least by reference to the Price List where applicable);
- b) Unless otherwise expressly provided by agreement of the Parties, the price of the Work shall be deemed to be determined on the basis of the budget subject to non-guaranteed completeness;
- c) The price of the Work may be increased by the Provider by the cost of extra work/expenses that are necessary to be performed or incurred in the performance of the Work in order to achieve the desired result in a proper and timely manner, if they were not foreseeable at the time of conclusion of the Contract or if the budget was based on false, distorted or incomplete information of the Customer or third parties acting on the side of the Customer. An increase in the price of the Work by more than 10% shall always be subject to the written consent of the Customer and the Provider shall be entitled to suspend the performance of the Work until such consent is given. In the event of failure to give consent in accordance with the preceding sentence, the Provider shall be entitled to withdraw from the Contract. During the period of suspension of the Work, the time limits under the Contract shall not run.

**11.3 Reservation of the right of ownership and transfer of risk of damage to the Work:**

- a) Title to the items supplied as part of the execution and delivery of the Work (parts and accessories of the Work) shall pass to the Customer upon full payment of the price of the Work (including any additional costs and VAT charged in accordance with the Contract). Until the ownership of the items constituting the components and accessories of the Work has been acquired, the Customer is not entitled to dispose of the Work in any way, i.e. in particular to mortgage, sell or otherwise transfer its ownership or to use or transfer the Work to third parties for any use;
- b) The risk of damage to the Work shall pass to the Customer upon confirmation of the Handover protocol of the Work.

**11.4 Compensation of damages:**

- a) Any damages that may be incurred by the Customer as a result of defects in the Work or breach of the Provider's obligations in the performance and delivery of the Work shall be limited to the price of the Work;
- b) No claim for damages arising from defects in the Work or any breach of the Provider's obligations in the performance and delivery of the Work other than those set out in these General Terms and Conditions shall be available.

**11.5 Warranty for the quality of the Work and terms of claims:**

- a) The warranty period for the delivered Work is 12 months, unless otherwise stated in the Performance Specification. This period begins to run the date of delivery of the Work and shall be extended by the period of warranty repair of the Work;
- b) Any repairs to the Work after the expiry of the warranty period shall be warranted for 6 months;
- c) The quality guarantee does not cover defects in the Work caused by the activities and/or events referred to in article 10.5 (b) of these GTC;
- d) The Customer is obliged to claim for defects in the Work without undue delay, no later than within 1 month from the date of discovery of the defect in the Work, otherwise the right to claim shall expire;
- e) The Customer is obliged to submit a claim for the invoice of the price of the Work without undue delay, no later than within 1 month from the date of delivery of the Work, otherwise the right shall expire;
- f) In the event that the claim for the Work is accepted, the Provider shall provide the Customer with an appropriate discount on the price of the Work or arrange for the repair or replacement of the defective part of the Work without undue delay. The Provider shall decide on the manner of settlement of the claim, taking into account the nature and extent of the defect in the Work and the costs associated with the removal of the defect;
- g) The Provider shall be entitled not to accept the claim for the Work if the conditions set out in the GTC have not been complied with, in particular if the claim has been submitted after the time limit set out in point d) of this article of the General Terms and Conditions;
- h) In the event of a claim for defects not covered by the warranty, or where the Provider is entitled not to accept the claim for the Work, the Customer shall be obliged to pay any and all costs incurred by the Provider in connection with the handling of such claim;
- i) The guarantee for the quality of the Work under this article of the GTC is provided in lieu of and to the exclusion of any other guarantee, conditions or liabilities.

**12. LIABILITY FOR DAMAGES AND COMPENSATION**

**12.1** The Provider shall only be liable for actual damage caused to the Customer intentionally or through gross negligence.

**12.2** In particular, the Provider shall not be liable for:

- a) for damage that occurs as a result of exceeding the capacity limit, Failure, repair or maintenance of the infrastructure, Network or part thereof,
- b) for damage that is caused (even partially) by the fault of the Customer;
- c) for loss of profit or non-pecuniary damage;
- d) any damages caused to the Customer as a result of an Internet outage, delayed delivery or corruption of data during transmission.

**12.3** Notwithstanding any other provision in these General Terms and Conditions, in the event of failure to provide proper Performance under the Contract, the Provider's liability shall be limited to the obligation to promptly remedy the defect, to reduce the price accordingly, or to refund any prices wrongfully charged and paid. Therefore, the Provider is not obliged to pay the Customer compensation for damages due to the failure to provide the Performance or defective provision of the Performance.

**12.4** The Provider shall compensate the damage in the amount of the actual damage. The Provider shall first use the amount of the quantified damage to set off its outstanding claims against the Customer.

**12.5** The Customer shall be liable for any damage incurred by the Provider for any reason whatsoever on the part of the Customer or a third party whom the Customer has intentionally or negligently allowed to cause such damage, to the full extent.

**12.6** The damage shall always be compensated within 30 (thirty) calendar days of receipt of the request for compensation.

**13. CONTRACTUAL PENALTIES**

**13.1** If the Customer is in default in payment of the price for the Performance or is in default in payment of other monetary obligations under the Contract, the Provider shall be entitled to apply a contractual penalty of 0.05% of the amount due per day from the day following the occurrence of the default until the date of full payment of the obligation.

**13.2** The contractual penalty may also be specified in the Price List. The provisions of this article of the GTC shall apply equally to the contractual penalty specified in the Price List and/or agreed in another part of the Contract.

**13.3** The Provider's right to reimbursement of the damage caused in its entirety shall not be affected in any way by the claim for or payment of the contractual penalty.

**14. OTHER LIABILITIES**

**14.1** The Provider shall not be liable for the content of data transmitted, processed or stored via the Performance.

**14.2** The Provider is not responsible for the timeliness, truthfulness, legality and compliance with moral principles of any data originating from the internet or other networks or data that are the subject of the provision of the Services.

- 14.3** The Provider is entitled to provide the Customer with third party products and licenses to them (hereinafter collectively referred to as "Licensed Product") on the basis of the relevant agreement. The Customer may use the Licensed Products exclusively for itself and only in the manner permitted by the relevant license. The License Terms for the Licensed Products are documents containing information on the terms and conditions of use of the Licensed Product and are available in the current version on the Licensed Product's website. The License Terms are also available upon request from the Provider. The Customer may use the Licensed Products solely as part of the Service, any changes in the scope or manner of use of the Licensed Product may be made by the Customer only if the Customer is entitled to do so under the relevant Licensing Terms and Conditions, and the Customer shall notify the Provider of such change in a demonstrable and timely manner. Technical support for the Licensed Product is usually provided to the extent and in the manner specified by the third party. The Provider shall not be liable for any damages caused by the use of the Licensed Product. If the use of the Licensed Product is subject to the Service, the Customer shall remove the relevant Licensed Product from its devices immediately after the termination of the provision of the Service or the contractual relationship with the Provider.
- 14.4** The Customer shall be fully and without limitation liable for any damage that the Provider incurs due to the Customer's side in connection with the Licensed Product, in particular the Customer shall be obliged to reimburse the Provider for any damage, which the Provider so incurs due to a breach of any of the terms and conditions of use of the Licensed Product (or a breach of these General Terms and Conditions) by the Customer or a third party to whom the Customer has granted access to the Licensed Product, in any form and by any means, even unknowingly. The Customer undertakes, among other things, to indemnify the Provider for damages in the form of penalties or other financial benefits paid by the Provider to the owner/provider of the Licensed Product due to a different number of users of the Licensed Product than reported by the Customer, or incorrectly reported or unreported changes. The amount of potential penalties is set out in the Licensed Product License Terms, which are available in the current version on the Licensed Product website or upon request from the Provider.

#### **15. OUT-OF-COURT OR ADMINISTRATIVE DISPUTE RESOLUTION**

- 15.1** Any dispute relating to the subject matter of the Contract shall be resolved in accordance with the dispute resolution procedure set out in this article of the General Terms and Conditions, unless a different method is required by law.
- 15.2** A dispute shall be deemed to have commenced on the date on which one Contractual Party delivers to the other Contractual Party a notice of the dispute, including a specific and reasonably detailed description of the dispute and, if possible, a precise proposal for resolution.
- 15.3** The Contractual Parties shall enter into negotiations as soon as possible - but no later than ten (10) Business Days after receipt of the notice of dispute - with a view to reaching a settlement of the matter in dispute. Such negotiations shall initially be conducted by representatives appointed for this purpose by each Party.
- 15.4** If agreement is not reached in the negotiations within ten (10) working days of the commencement of the negotiations, the dispute shall be discussed within a further ten (10) working days at the latest by the statutory bodies of both Parties or their agents, unless the Contractual Parties agree otherwise.
- 15.5** Written minutes shall be taken of the negotiations under this article of the General Terms and Conditions.
- 15.6** If the statutory bodies of both Parties or their proxies fail to reach an agreement, they shall submit the dispute to a court of competent jurisdiction. The local jurisdiction of the court shall be determined in accordance with Section 89a of Act No. 99/1963 Coll., Code of Civil Procedure, as amended, according to the address of the Provider's registered office.

#### **16. UNILATERAL MODIFICATION OF CONTRACTUAL TERMS**

- 16.1** The Provider is entitled to change these General Terms and Conditions, SLA or Price List or to add new provisions to them, especially with regard to the scope, price, rights and obligations of the Contractual Parties and the quality of the Performance - especially the Services. The Provider is entitled to amend the General Terms and Conditions, the relevant SLA or the Price List or to add new provisions to them, in particular if there is a reasonable need for such amendment or addition, for example, the need to amend or newly expressly regulate certain rights and obligations of the Parties following a change in legislation, available technologies, market situation or the Provider's business policy. The Provider shall send or notify the Customer of the text of the amendments or the full text of the General Terms and Conditions, SLA or Price List of Services so amended at least one (1) month before the proposed effective date of such amendment in the manner agreed for sending bills and shall publish information about such amendment at each of its premises and in a manner allowing remote access. If the Customer does not agree with the proposed amendment to the General Terms and Conditions, the relevant SLA or the Price List, the Customer shall be entitled to terminate the Contract for that reason with effect from the effective date of the proposed amendment. If the Customer does not terminate the Contract in this way, the new version of the General Terms and Conditions, the relevant SLA or the Price List shall become binding for the concluded Contract as an amendment to the originally agreed Contract, with effect from the date specified in the relevant amendment to the General Terms and Conditions, the relevant SLA or the Price List as the effective date of the new version of the General Terms and Conditions, the relevant SLA or the Price List.
- 16.2** In the event that the rights and obligations of the parties governed by the Contract change as a direct result of a change in a legal regulation that cannot be derogated from contractually, article 16 of the General Terms and Conditions shall not apply. The Provider shall inform the Customer of such change.

## **17. TRADE SECRETS**

**17.1** All information obtained by the Contractual Parties from each other which has actual or at least potential material and immaterial value and is not generally available in the relevant business circles shall be used solely for the purpose of the performance of the concluded Contract and shall be considered confidential. Both Parties shall observe all confidentiality and secrecy with regard to all facts and information obtained in connection with the Contract or the Performance under the Contract, both during the term of the Contract and after its termination, before any third party. The subject matter of trade secrets is information which concerns both the Provider and the Customer, whether or not it relates to the Contract, but in particular including information about the terms of any Performance Specification.

## **18. COMMON AND FINAL PROVISIONS**

**18.1** A legal act delivered by post, courier or electronic mail in the form specified in Act No. 227/2000 Coll., on electronic signature and on amendments to certain other acts, as amended, shall be deemed to be in writing. Delivery by e-mail shall also be deemed to be in writing if both Parties have expressly agreed on this in the Contract.

**18.2** If any provisions of the Contract are found to be invalid, ineffective or disregarded by law, this shall not affect the validity of the Contract as a whole. The Parties shall without undue delay negotiate new provisions of the Contract to replace the existing provisions and which best correspond to the original purpose.

**18.3** By signing the Contract, the Participant confirms that it has read the individual parts of the Contract, agrees to them and will comply with the terms and conditions set out therein.

**18.4** The English text of the Contract (including the GTC) is binding. Any translation into a foreign language is for informational purposes only.

**18.5** These General Terms and Conditions apply only to Contracts concluded after the effective date of these General Terms and Conditions and are available at the Provider's registered office and on the Provider's website.

**18.6** The provisions of §1799 and §1800 of the Civil Code shall not apply.

**18.7** These General Terms and Conditions shall come into force and effect on 1.1.2018.