

BUSINESS CONDITIONS FOR PROVISION OF O2 COMPUTER SOLUTION SERVICE

Validity / effectiveness from: 1 April 2008

Article 1

Introductory Provisions

1. These Business Conditions for provision of THE O2 Computer solution service (further referred to as BC) of Telefónica O2 Czech Republic, a.s., with registered office at Za Brumlovkou 266/2, 140 22, Praha 4 - Michle, Czech Republic, recorded in the Commercial Register at Prague City Court, Section B, Inset 2322, Company ID No. 60193336, VAT No. CZ60193336 (further referred to as "Provider") regulate the basic operating, organisational and business conditions in providing the O2 Computer solution service (further referred to as "Service"). They contain particularly data relating to the subject and scope of the Service, conditions for its setup and provision. They are binding for the customer of the Service (further referred to as "Customer") and Telefónica O2 Czech Republic, a.s., as its Provider.
2. The prices for provision of the Service are shown in the O2 Computer Solution Price List (further referred to as "Price List").

Article 2

Definition of Terms

Administrative support – this is the telephone line 800 203 203, via which the Customer contacts the Provider in matters of an administrative nature, and for technical contact in the event of a fault the contact place is the Helpdesk.

Activation – this is the involvement of hardware in the electric network, mutual connection of individual hardware elements, inputting of software activation codes, configuration of IP address and check on functionality at the location where the hired PC is.

Authorised service – a partner of the Provider securing technical support and servicing interventions for the Customer.

Performance time – a specific period during which the Service is provided, along with the connected performance for a specific Customer, which can be 24 or 36 months according to the choice of the Customer.

Service setup – this is the instant of written confirmation of successful Activation, or the instant of refusal of access by the Customer to an authorised person of the Provider to carry out Activation. If Activation has not been requested, delivery date of PC is understood as being the instant of Service Setup.

Supplier – understood as being the owner of the hardware, whose identification details are on the label stuck on the hardware.

Hardware – understood as being physical equipment necessary for the functioning of systems for processing information, along with its physical accessories.

Helpdesk – understood as being the telephone line 800 203 203 with direct dial 999 confirmed by # (selection is made only after being asked to input identification number) via which the Customer contacts the Provider, namely reports Defects to hardware and software. The operating hours of the Helpdesk on weekdays are 8am to 9pm.

Imaging – understood as being activity the output of which is newly installed and fully functioning software for PC or software for hardware. Data for Imaging are not stored on the disk in question.

PC – understood as being a personal computer or laptop (hardware), including appurtenances and software within the scope offered by the Provider with full User documentation and physical software

carriers. A list of offered PCs is updated and published on the Provider's website, included detailed configuration.

Working days – all days except for Saturdays and Sundays or holidays set by law and days of work rest, during which activities carried out during working hours will be agreed on unless determined otherwise.

Working hours – time from 8am to 5pm.

Suspension of Defect – if during a servicing intervention there is a need for the Provider to have access to hardware and/or software located with the Customer, the Customer is obliged to enable such access to the Provider and to persons authorised by the Provider (authorised persons), namely to staff from Authorised service. If the Customer does not enable access, counting of the time for removal of Defect is stopped.

Original setup – is understood as being configuration of hardware and software at the instance of Service setup.

Contract – is understood as being a written Contract on provision of the O2 Computer Solution Service concluded between the Customer and the Provider, the object of which is provision of the Service. The Contract is concluded and comes into effectiveness at the instant when an order is accepted and confirmed by the Provider.

Contracting Parties – understood as being the Customer and the Provider.

Software – understood as being the operating system, hardware controllers and all optional or native user computer programs.

User documentation – documentation describing the controlling, user interface and functionality of hardware and/or software provided by the producer or supplier of the hardware and/or software.

Defect – understood as being a defect, i.e. conflict between actual attributes of provided fulfilment of Provider (hardware and software) and the attributes specified in the Contract, User documentation or in these BC, if such a defect at the same time prevents proper use of the hardware or software.

Article 3

Description of Service

1. The subject of the Service is the commitment of the Provider to:
 - a) Provide the Customer with hardware for use as he/she wishes from the range offered by the Provider and under the conditions stated in these BC;
 - b) Provide the Customer with authorisation to use software according to the choice of the Customer from the range offered by the Provider and under the conditions stated in these BC;
 - c) Provide the Customer with the corresponding User documentation for use under the conditions stated in these BC;
 - d) Install functional software (Imaging);
 - e) Activate the Service;
 - f) Provide the Customer with servicing for the stipulated PCs under the conditions stated in these BC.
2. The Customer undertakes to pay the price for the Service shown in the Price List every month for using the Service.
3. The Service is provided in the Czech Republic.

Article 4

Service characteristics and conditions for its provision

1. The Provider shall deliver the selected PCs to the Customer at the latest by the end of the 12th working day following the date of effectiveness of the Contract in the event of the order not exceeding 100 units of PCs and unless agreed otherwise.

2. The Provider carries out PC delivery and servicing tasks via third parties. The Customer is obliged to provide the necessary co-operation during Service Setup, namely to take the delivered PCs from the deliverer and to confirm acceptance in writing on the relevant delivery document. If the Customer does not provide the necessary co-operation according to the previous sentence, the Customer is obliged to pay a Contractual Fine of CZK 300 to the Provider for every ordered PC. The Customer is authorised to refuse acceptance in the event of the consignment being visibly damaged in such a manner that its damage can be assumed and/or the Trademark located on the packaging is damaged. When refusing acceptance, the Customer is obliged to draw up a record with transport service and to inform the Provider at Administrative support without delay.
3. If Activation was ordered, the Provider will carry it out no later than within the 3 subsequent working days from delivery of PC, unless the Customer and the Provider agree otherwise. The Customer is obliged to provide co-operation during Activation. In the event of it not being able to carry out Activation due to the fault of the Customer, the Customer agrees to pay a Contractual Fine of CZK 1,000 to the Provider for every type and incidence of such a case.
4. In the event of the Customer not wishing to carry out Activation, he is obliged to carry out a functionality check within 24 hours of PC delivery and to inform the Provider of any Defects. The Provider will replace PCs within 3 Working days. If the delivered PCs do not show any Defect, the service is considered as Setup.
5. In the event of the Provider ascertaining any Defects to the hardware and/or software at the instant of Service setup within the Activation, he will remove them namely by replacing the defective hardware or software at the latest within 3 Working Days from the planned Activation.
6. In the event of the delivered PCs not showing Defects at the instant of delivery, the Customer is obliged to confirm written Service Setup after Activation has been completed.
7. In the event of a Defect appearing on a rented PC after Service setup, the Customer is obliged to notify the Provider of such a Defect without unnecessary delay via the Helpdesk (8am till 9pm). The Customer shall notify the Provider of the serial number of the defective hardware. The Provider shall accept the report about the Defect and shall register it. The Customer and the Provider will also proceed to consult for the purpose of localisation and any removal of Defect. If the Defect does not manage to be removed by consultation, the Provider shall proceed to make a servicing intervention by remote access or a servicing intervention on-site.
8. The Provider shall make an attempt to remove the Defect by servicing intervention via remote access (8am till 9pm). If within 2 hours from accepting the report about the Defect, during provision of all necessary co-operation from the Customer, the Defect does not get repaired, then the Defect will be removed by a servicing intervention on-site. This time does not include time essential for technological processes that the Authorised service cannot directly influence, for example obtaining an authorised software package from the internet.
9. In the event of a servicing intervention on-site, the Provider shall remove the Defect by the end of the following Working Day. When reporting a Defect outside of Working Time, the Defect shall be accepted the following Working day, i.e. the period for its removal only commences on the date of acceptance. Therefore, e.g. if a Defect is reported on Friday at 10am and will be dealt with within the scope of a servicing intervention on-site, this means that the Provider shall remove the Defect at the latest by 5pm on the first Working day of the following week. The Customer is obliged to provide essential co-operation for settling a given Defect and to enable the Provider to have PC access and thus to prevent Suspension of Defect.
10. The Provider is authorised to remove a Defect by replacing a defective PC with a new, functioning one and restoring the Original settings. If possible, the Provider shall move the hard disk or user data from the defective hardware to the new hardware. The Provider is not liable for loss, destruction or change to data stored in hardware.
11. The Provider is not obliged to remove a Defect caused by a breakdown in electrical supply, which the Customer is obliged to secure.
12. The price for the Service does not include removal of the following defects:
 - a) Those caused intentionally or by negligence from the Customer, a person authorised by the Customer or by a third party to whom the Customer enabled access to the PC;

- b) Those caused by non-adherence to obligations according to these BC on the part of the Customer;
- c) Those caused by an unprofessional intervention by the Customer or third parties to whom the Customer enabled access to PC or to whom he did not prevent unauthorised access;
- d) Those arisen to software that was not supplied by the Provider, or solutions for requirements for transfer of user data (except for the case of a Defect where data can be transferred 1:1).

Authorised service removes these Defects for a payment according to the current Price List of Authorised Service, independent of the Provider.

13. The following are not included in the period for removal of Defect:
- a) Period in which necessary co-operation is not provided to the Provider or access to the areas of the Customer is not enabled to authorised persons;
 - b) Period necessary for securing the necessary co-operation on the part of the Customer;
 - c) Period originated by waiting for verification of functionality of the resources of the Customer or third party (internal wiring/distribution, software or hardware of the Customer etc.);
 - d) Act of God.
14. The Customer is authorised to ask within a period of 30 days from effectiveness of the Contract for purchase from the Supplier or ecological removal of existing hardware, however in a maximum amount corresponding to the amount according to the effective Contract under the conditions agreed on between the Provider and the Supplier, which the Provider shall send to the Customer upon written request.
15. After expiry of the Fulfilment Period, the Customer is obliged to provide all necessary co-operation during return acceptance and transport of PCs to the Supplier. If the Customer does not provide the necessary co-operation within the period according to the written instructions of the Supplier, the Customer is obliged to pay a Contractual Fine to the Provider in the amount of the price for Service use for a period of 4 months.
16. At the instant of PC acceptance, the Supplier shall audit the state of PCs. In the event of any Defects or excess deterioration the Customer is obliged to pay the price determined by the Provider, however no higher than the price for the Service for a period of 8 months. Defects are deemed as being namely cracked plastic, visibly scratched screen, not functioning buttons, unknown BIOS password and not functioning or missing parts.
17. The Provider has the right not to accept a Customer order without stating any reason.
18. In the event of a Customer order exceeding 100 units of PC, the Provider can provide partial fulfilment after agreement with the Customer.

Article 5

Ownership and User Rights

1. The Supplier remains the exclusive owner of the hired PCs throughout the entire duration period of this Contract. By setting up the service, the Provider awards the Customer the right to use the PCs throughout the duration period of the Contractual relationship. The Customer is obliged to use the PCs in accordance with these BC, the Contract, User documentation, written instructions of the Provider and Czech Republic legislation, without territorial restriction. The Customer is not authorised to further sub-lease the PCs to any third party or to enable parties other than the Customer to use the PCs without prior written consent of the Provider. The Customer is obliged throughout the entire duration period of the Contract to maintain and preserve the label on the hardware declaring the ownership of the Supplier and the authenticity of the software.
2. On the date of Service Setup, neither ownership right to the User documentation nor to any material carriers handed over to the Provider together with the PCs are transferred to the Customer.

Article 6

Intellectual Ownership Rights

1. The software provided within the scope of the Service according to these BC is the subject of copyright protection according to Act No. 121/2000 Coll., on copyright, on rights connected with copyright and on amendments to certain acts (Copyright Act), as amended (further referred to as "Copyright Act").
2. The Provider declares that he is fully authorised to handle the software and to provide the Customer with the right to use the software according to these BC, the Contract and User documentation.
3. The Provider guarantees and provides the Customer from the date of Service Setup with the right to use the software for a period of one month, and this period is repeatedly extended by one month throughout the duration period of the Contract. In other words, the Customer is provided with a non-exclusive, non-transferable licence to perform software rights, including its higher-level versions, for use as is stated in the User documentation repeatedly for a period of one month.
4. The Customer is obliged to use the software in accordance with these BC, the Contract, User documentation and Czech Republic legislation, namely the Copyright Act. In the event of a breach to any of these obligations, the Provider is authorised to withdraw from the Contract with effectiveness from delivery of notification of withdrawal to the Customer.

Article 7

Contractual Safeguards

1. The Service is provided to the Customer based on written contractual relationship concluded between the Provider and the Customer. The Contractual relationship is concluded via the "Contract on provision of O2 Computer Solution service" form. The Contract is executed in 2 printouts, of which each Contracting Party receives one execution. Both executions are valid as originals. The Contract can be amended, added to or cancelled only by a written annex. The Contract is valid on the date when it is signed by both Contracting Parties unless stated otherwise in the Contract. If the Contract was signed by the Contracting Parties on different days, the Contract is valid on the date when the later signature was added.
2. The Contractual relationship is concluded for the definite period stated in the Contract. The Contracting Parties may end provision of the Service based on a mutual written agreement or by withdrawing from the Contract according to these BC.
3. The Provider may unilaterally withdraw from the Contractual relationship if the Customer intentionally stated incorrect personal or identification details, breached the obligations stated in the provisions of the Contract, these BC, or their annexes and other documents that are binding for the Customer or if the Customer is delayed in payment of any regular payment for provision of the Service even after expiry of the replacement period for settlement.
4. The fact that the Contractual relationship has ended does not relieve the Customer of the obligation to pay to the Provider the price for the provided Service nor the liability for any damages caused to the technical equipment of the Provider.
5. Withdrawal comes into effectiveness on the date of delivery of written notification about withdrawal to the other Contracting Party.

Article 8

Prices, Price and Payment Conditions

1. The prices for the Service are shown in the Price List and are always charged after provision of the Service in the relevant calendar month, unless stated otherwise in the Price List for the Service.

2. Charging of price for provision of the Service will be issued by the Provider and made at the entity providing postal service as a routine consignment in such a way for it to be able to be delivered to the Customer within 15 days from the date of the end of the accounting period to the address lastly notified to them. The Customer is responsible for the payment of prices for the provided Service being carried out in the amount and within the due payment period, and being shown in the accounting, and this also applies if the payer is a different party indicated by him.
3. If the price for Service provision does not include the price for a certain servicing intervention and/or the price for a new/replacement part or the price for a repaired part (particularly if this concerns an intervention aimed at eliminating the defect, for which the Provider is not responsible, i.e. service outside of guarantee), then these prices are charged to the Customer separately by Authorised service, according to the current price list of the Authorised service.
4. If the Customer does not pay the amount shown for charging of the Service within the due payment period, the Provider will demonstrably warn him and will determine a replacement period of fulfilment not shorter than one week from the date of delivery of warning/reminder. On the day following futile expiry of replacement period the Customer is obliged to deliver all PCs (hardware, software, User documentation, physical software carriers) at his own expense to the registered office of the Provider, which the Customer accepted from the Provider. The Provider is not responsible for damages or other harm arisen in this way to the Customer.
5. If the Customer does not pay the amount for the provided Services within the due payment period stated on the charging for the Service, he can be informed by the Provider about the debt in electronic form too or in another agreed on manner. Any payment of the Customer for the provided Service will in the event of delay in payment for provision of electronic communication services of the Provider be used as a priority for the payment of the Service provided by the Provider.

Article 9 Penalties

1. In the event of the Customer being delayed in payment of the price for the Service, the Provider is authorised to require interest from delay from the Customer in an amount of 0.05% of the owed amount for every commenced calendar day of delay.
2. In the event of the Provider being delayed in Service Setup, the Customer is authorised to require from the Provider payment of a Contractual Fine in an amount of CZK 750, and this applies for every commenced calendar day of delay, however a maximum of CZK 10,000 per individual breach.
3. In the event of the Provider being delayed in removing a Defect within the period determined in Article 4 paragraph 8, the Customer is authorised to require the Provider to pay a Contractual Fine of CZK 150 for every commenced hour of delay, however a maximum of CZK 10,000 per individual breach.

Article 10 Liability for Damage

1. The Customer carries full liability for any damages to PCs from the instant of delivery of a PC to the address of the Customer and signing of the delivery note. The Customer is obliged to take care of the PCs in such a way that no damage originates to them, particularly to protect them against theft, loss, destruction and damage, and to do so with all care that can be rightly required for them. The Customer is always obliged to protect the PCs with at least the same care as that with which he protects similar items of his. The Customer is obliged to inform the Provider of any originated Defects and damage.
2. The Customer is not authorised to make technical interventions in the hardware beyond the scope of ordinary maintenance according to the instructions of the producer and according to the User documentation or according to the written instructions of the Provider. The Customer is not authorised to change the hardware configuration or to add or remove PC hardware components. The Provider recommends utilisation of USB equipment, which can be connected

to a PC. The Customer particularly must not breach the protective seal identifying unauthorised intervention into hardware. The Provider is exclusively authorised via the Authorised service to make technical interventions to PCs.

3. The Provider is liable for damages caused in connection with the provision of the Service according to the provisions in these BC and according to generally valid legislation. The Provider is not liable for any damage caused as a result of Act of God.
4. The Provider is liable to the Customer for damage originated to him by breach of obligations on the part of the Provider within the scope determined by the following provisions, unless the Provider proves that breach of obligations was caused by circumstances excluding his liability.
5. Neither the Customer nor the Provider are authorised to request compensation for damage caused by breach of obligation by the other party, to which a Contractual Fine relates. Neither the Customer nor the Provider are authorised to claim compensation for damages exceeding the Contractual Fine.
6. The overall amount of damage compensation, including foregone profit in the event of damage arising to the Customer from breach of any obligation determined by this Contract, for which the Provider is liable and to which the Contractual Fine, which the Provider is obliged to pay, does not relate, is limited to a maximum of the annual price for the stipulated Service, during which there was breach of obligation and origination of damage. The Provider is only liable for foreseeable damages, and the Contracting Parties take into consideration that the amount of foreseeable damage, including foregone profit, corresponds to the annual price for the stipulated Service during which there was a breach in the determined obligation.
7. The Customer undertakes to compensate damage originated by breach of legal obligations on his part. The Customer is not obliged to pay for damage that is paid for by an insurance company, with which the Supplier insured the hardware.
8. The Customer is obliged to immediately report any insured event relating to PCs to the Provider and also to provide all necessary co-operation within the scope of settlement of the insured event. The Customer is obliged to pay an excess CZK 1000 for each PC.
9. Throughout the settlement period for the insured event, the Customer is obliged to also pay the price for use of the Service. If the Insurance Company does not pay for the damage to the hardware in the full amount, the Customer is obliged to put the hardware into its original state, i.e. as if the insured event had not happened, or to pay the damage not paid for by the Insurance Company, i.e. for example caused by loss of hardware in the market value of the hardware as of the date when the damage event occurred.

Article 11

Rights and Obligations

I. Rights and Obligations of the Customer

1. The Customer has the right within the scope of the concluded Contract to request setup, provision and change to the Service to the extent and within the manner corresponding to these BC.
2. The Customer only uses the Service in a manner that is in accordance with these BC and written instructions, guidelines of the Provider and User documentation. When using the Service, the Customer is also obliged to adhere to generally binding Czech legislation, not to interfere in the rights or authorised interests of third parties and not to breach commonly accepted ethical standards. The Customer is particularly obliged to:
 - a) Not install onto the PC any program equipment by the use of which the Customer breaches the Copyright Act;
 - b) Not send unrequested business communications via PC;
 - c) Not initiate activities via PC aimed at damaging, endangering data or information systems of the Provider or third parties;

- d) Not keep or spread via PC data or content that breach the Copyright Act, regulations on protection of personal data or stipulations in the Civil Code on rights to personal protection;
 - e) Not transfer a PC from the original location stated in the Contract, except for laptops; any change to the location of a PC must be approved beforehand by the Provider;
3. The Customer pays prices for the provided Service in the amount of the price valid at the time of ordering the Service, within the due payment period and in the amount shown on the payment document ("Charging for Services"), using one of the methods determined by the Provider. In the event of the Customer being delayed in payment of the price, the Provider is authorised to apply measures according to these BC.
 4. The Customer provides the necessary co-operation during installation, uninstallation and removal of Defects, and he indicates hidden high-current, gas piping, water piping and other facilities to the Provider that may have an effect on Activation and removal of Defects.
 5. The Customer enables the Provider and the Supplier to have access to the PC at its location for the purpose of providing a servicing intervention at the location and for the purpose of checking use.
 6. The Customer is obliged to carry out checks and audits of electronic equipment according to ČSN 33 1610. Furthermore, the Customer is obliged to notify the Provider via the Administrative support line of the period and timetable for this check, at least 5 days in advance.
 7. Throughout the entire duration period of Contractual relations, the Customer demonstrably notifies the Provider of changes to all identification details and other details contained in the Contract, and does so at the latest within 7 calendar days from the date when such a change occurred. The Customer enforces the proposal for implementation of a change at the Provider. At the same time, he submits documents proving the accuracy of the stated data to the Provider upon request.
 8. The Customer is obliged to notify the Provider at least 1 month in advance via Administrative Support of any change to the internet connection services, data transfer and circuit hire services, as well as any other electronic communications services that are provided on the hired hardware and software and that could have an effect on provision of the Service.

II. Rights and Obligations of the Provider

1. The Provider is obliged to provide the Service in such a way that the justified requirements of the Customer are satisfied in accordance with the concluded Contract, BC, Technical and Servicing specification of the O2 Computer Solution service and the Service Price List.
2. The Provider is authorised in legal ways to verify the trustworthiness of the Customer and his ability to fulfil his commitments, with which the Customer agrees.
3. When processing personal details, the Provider takes heed for the Customer to not suffer harm to his/her personal or individual rights, and the Provider therefore commits to adopt measures in relation to third parties to prevent unauthorised or random access to personal data of the Customer, changes to them, their destruction or loss, unauthorised transfers, any other unauthorised processing of them, or any other misuse of the personal data occurring.
4. If the Customer does not utilise electronic communication services of the Provider for connecting the hired PC/PCs to the public data network that is the internet, he loses the claim to penalty according to Article 9 paragraph 3 of the BC.

Article 12

Claims, Complaints, Disputes

1. The Customer has the right to enforce a claim for charging for price or quality of the provided Service.
2. The Customer is authorised to enforce a claim on the charging of the price and on the quality of the provided Service at the Provider without unnecessary delay. The claims procedure conforms to the pertinent claims codes of the Provider, unless determined otherwise in these BC.

3. The Provider is obliged to settle claims without unnecessary delay, no later than within one month from the date of delivery (acceptance) of claim.
4. Legal relations during service provision conform to Czech Republic law, the Contract and these BC, the claims code of the Provider and a valid Price List.
5. Contractual relationship originated during provision of the Services conforms to Act No. 513/1991 Coll., Commercial Code, as amended.
6. In the event of the Contract, part of which is the BC, the claims code of the Provider and Price Lists mutually clashing, the following order of seriousness applies:
 - a) Contract;
 - b) BC;
 - c) Claims code of the Provider;
 - d) Price List.
7. Disputes originated during provision of the Services are settled by the Provider firstly by agreement, and if this is not possible then according to the relevant provisions of Czech Republic legislation.

Article 13

Act of God

1. For the purposes of these BC, "Act of God" is deemed as being circumstances excluding liability according to Article 374 of the Commercial Code. In accordance with the cited provisions, the Contracting Parties have agreed that Act of God means an event that is beyond the control of the Contracting Party that took place after signing of the Contract, that could not have been foreseen and that occurred at no fault of this Contracting Party, unless it was caused by its fault or negligence. Such events are deemed as being in particular wars and revolutions, terrorist attacks, natural disasters, epidemics, quarantine restrictions, transport embargos and declared general strikes in the relevant branches of industry.
2. The Contracting Parties are obliged to inform each other about any obstacles that prevent them from fulfilling their obligations according to these BC and/or Contracts consisting in the influence of Act of God, no later than within five (5) days from their origination by message or communication to the contact address stated in the Contract and subsequently by registered letter and to jointly look for ways to implement that part of the performance that the obstacle does not prevent. The circumstance for origination of obstacle must be corroborated by an independent authority (e.g. police, chamber of commerce, national authority). If the conditions of Act of God last for longer than ninety (90) days, the Provider and the Customer are authorised to withdraw from the Contract with effectiveness from the date of delivery of notification about such withdrawal to the other Contracting Party.

Article 14

Final Provisions

1. The Provider is authorised to change and add to the BC, Price List and advertising code of the Provider if there is a change to the technical, operating, business or organisational conditions on the part of the Provider or due to a change in generally binding legislation.

Prague, 31 March 2008

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