

INDICATIVE TRANSLATION OF THE *COMMERCIAL TERMS AND CONDITIONS*
FOR THE PROVISION OF ICT SERVICES
ONLY THE CZECH ORIGINAL VERSION OF THE *COMMERCIAL TERMS AND CONDITIONS*
FOR THE PROVISION OF ICT SERVICES SHALL BE LEGALLY BINDING.

COMMERCIAL TERMS AND CONDITIONS FOR THE PROVISION OF ICT SERVICES

Effective as of: 25 May 2018

Article 1. Preamble

- (1) O2 Czech Republic a.s., registered office Za Brumlovkou 266/2 140 22 Praha 4 - Michle, ICO: 60193336, DIC CZ60193336, recorded in Company Register maintained by City Court in Prague, Section B File 2322, issues

Commercial terms and conditions for the provision of ICT Services.

- (2) Commercial terms and conditions for the provision of ICT Services (hereinafter referred to as „Terms and conditions“) define the basic contractual, operational, organisational and commercial conditions for the provision of ICT Services (hereinafter referred to as „The Service“) of O2 Czech Republic a.s. (hereinafter referred to as „**Provider**“).
- (3) Services are delivered based on a written Contract signed between Provider and Customer whose subject is the provision of a respective The Service. The Terms and conditions, the Specific conditions of a respective individual ICT the Service and other contractual documents shall not constitute an integral part of the Contract.

Article 2. Interpretation of terms

- (1) **Provider:** O2 Czech Republic a.s., registered office Za Brumlovkou 266/2 140 22 Praha 4 - Michle, recorded in Company Register maintained by City Court in Prague, Section B File 2322,, ICO: 601 93 336, DIC: CZ60193336.
- (2) **Customer:** each natural or corporate person with legal capacity to signing a Contract with Provider.
- (3) **The Service** an ICT the Service or a set of tools and activities defined in the Specific conditions.
- (4) **Supplementary the Service:** a the Service that cannot be used separately but only as a complement to The Service (main The Service). The term “The Service” shall be interpreted in the context of the Terms and Conditions as The Service plus all respective Supplementary Services.
- (5) **Contract:** a written document signed and entered into by Provider and Customer, whose subject is the provision of a specific The Service. The contractual relationship between Provider and Customer shall be established as of the day of signing the Contract, unless otherwise specified in the Contract.
- (6) **Specific conditions:** written specifications of conditions for individual types of Services delivered by Provider to Customer added to the Terms and conditions prevailing over the Terms and conditions. The Specific conditions form an integral part of the Terms and conditions.
- (7) **The Service installation date:** (i) date of informing Customer’s contact person of the installation of The Service under the Contract and/or (ii) first use of The Service, the first shall prevail
- (8) Unless otherwise specified in this document, the definitions of terms Incident and Release and other terms are available online at: https://www.o2.cz/definice_pojmu.
- (9) **Authorised person:** a person (one or more) authorised by Customer to act on behalf of Customer in legal matters concerning the Contract and the Service.

Article 3. Signing of Contract, terms and conditions

- (1) The Contract is signed for a fixed period of time set out in the Contract. Unless specified in the Contract, the Contract shall be regarded as an open Contract. The contractual relationship shall end upon the expiry of the Contract period, by notice, by termination or based on the Parties' mutual agreement.
- (2) The Service shall be provided in a period set out in the Contract, unless otherwise specified.
- (3) The Contract is deemed effective after being signed by both Parties. The Contract can be signed:
 - (4) in the form of a paper document;
 - (5) in the form of a digital document using Provider internet portals. The prerequisite is that the draft Contract made by Customer uses authorisation data supplied to Customer by Provider. The draft Contract will be regarded as accepted as of the Service installation date.
- (6) Provider guarantees to Customer the right to use The Service under the terms and conditions laid down in the Terms and Conditions, the Contract and other documents specified in the Contract.
- (7) Customer may terminate an open-term Contract. The notice period takes one (1) months starting from the first day of the next calendar month following the delivery of notice to an address specified in the Contract. When terminating the Contract, the same procedure as for signing the Contract shall be applied.
- (8) In the case of substantial or repeated breach of the Terms and conditions, the Specific conditions or the Contract by Customer unless removed within fourteen (14) days from being warned Provider may terminate the Contract. The notice becomes effective as of the next day after the delivery of notice announcement to Customer.
- (9) In the case of gross breach of the Terms and conditions or the Contract by Customer Provider may, once detected, terminate the Contract and stop the provision of the Service with immediate effect. Gross breach of the Contract or the Terms and conditions includes in particular the following:
 - (10) distribution of spam by any method, spreading of malware or other software detrimental to third parties, targeted attacking of third-party servers and carrying out activities that overload Provider data network at the cost of other Customers and customer services;
 - (11) using the Data centre facilities and equipment to propagate illegal or unethical content specifically artefacts humiliating people, supporting violence, presenting sex with children, animals and other types of practices seen as unethical or immoral;
 - (12) failure to comply with and act according to the articles of the Contract, the Terms and conditions and meet all obligations arising from the Contract and remove such failure within ten (10) days from receiving a written announcement from Provider;
 - (13) any statement or representations articulated by Customer seen as materially incorrect as of the given date;
 - (14) breach of the Data centre's operating rules.
- (15) In the case of early termination of Contract under this article or by Customer for any reason other than that set out in this article Customer shall financially compensate Provider by paying the total of all periodical fees for the remaining part of the Contract duration. This compensation shall be paid in the form of lump-sum payment as of the Contract termination date.
- (16) All Services delivered prior to the termination of the Contract shall remain in place as they are with a given Party.

Article 4. Prices and payment conditions

- (1) All agreed Service prices are set out in the Contract.
- (2) Price typically consists of a one-off installation fee and a periodical (monthly) fee for using the Service under specifications set in the Contract. Periodical monthly fee shall be paid in arrears for the previous invoicing period, which is a calendar month.

- (3) Customer is responsible for paying the invoices for all delivered Services correctly and in time as displayed on the invoice (tax document) including if the payer is a different entity (person) designated by Customer in the Contract.
- (4) In case of delay with the payment of an invoice by Customer Provider may impose late charges of 0.05 % of debt per day. If the delay takes longer than fifteen (15) days Provider may suspend the Service until the whole debt has been paid. During the Service suspension period, the duty of Customer to pay periodical monthly fees based on received invoices continues in force. Recurring delay on the part of Customer is classified as a substantial breach of the Contract.
- (5) Each Customer in delay will be notified by e-mail or another agreed method. The first amount of money paid by Customer shall be used for settling the outstanding debt.
- (6) Provider reserves the right to require from Customer some guarantee (an irrevocable letter of credit or another relevant guarantee) equal to the triple of monthly price of the Service if Customer's financial condition or payment history is seen as unacceptable for Provider or, if Customer increases the level of requested Services.

Article 5. Rights and duties of Customer

- (1) During the use of the Service, Customer shall follow the Terms and conditions, the Contract, the Specific conditions, laws and regulations of the Czech Republic and abide by all universally applicable ethical and moral norms and standards. It is strictly forbidden for Customer to violate any legitimate Provider or third-party rights.
- (2) All tools such as hardware or software used by Customer must meet all technical and legal criteria of the Service and never violate any legitimate Provider or third-party rights
- (3) During the effective Contract period, Customer shall keep Provider up to date about all changes to its ID and other data arising from the Contract within seven (7) business days from the change. This duty specifically includes the change of name, surname, name of business / trading organisation, resident address, place of business, legal form and bank details. The failure to report such a change is classified as substantial breach of Contract.
- (4) All reports and announcement under the previous section incl. change to the Service or termination of Contract must be delivered to Provider's Customer care dept. by registered letter (the address is displayed in the Contract form). Customer must specify the Contract number and the Service/s in use.
- (5) It is forbidden for Customer to operate or store any illegal content on its hardware or software
- (6) It is forbidden for Customer to remove, modify or mask any designation such as copyright, trademark, brand or any identification of authorship or origin of the product or software constituting an integral part of the Service.
- (7) It is forbidden for Customer to carry out reverse engineering, decompiling and decomposition of software, constituting an integral part of the Service.
- (8) Customer shall not use the Service in an environment identified as „High Risk Use“. This includes areas where any failure might cause injury, damage environment etc.
- (9) While using Provider and/or third-party Services, Customer shall not disclose any access data to a third-party or use the data for making portals available to a third party. Customer shall be fully liable for any misuse of the access data (in the same extent as if used by Customer).
- (10) Customer takes into account that the Services are not designed as harmonious and not compliant (without further arrangements) with the criteria of Act no. 181/2014 Coll., on cyber security as amended.

Article 6. Rights and duties of Provider

- (1) Provider shall enable Customer to access the Service under conditions set out in the Terms and conditions, Specific conditions or the Contract. This duty may only be limited by universally applicable laws and regulations of the Czech Republic or by an extraordinary event beyond Provider's responsibility.

- (2) Provider shall keep records of the usage of the Service by Customer for the minimum of three recent months, to be used for billing / invoicing purposes. The Service usage records can also be used for the initial configuration of the Service.
- (3) Provider may stop spreading of data that violates the Contract, the Terms and conditions, the Specific conditions, universally applicable laws and regulations and/or ethical norms and standards.
- (4) Provider reserves the right to unilaterally upgrade or update its hardware and/or software used for the provision of the Service, to modify Service features or to completely de-install the Service. Any such changes to the Service incl. de-installation must be communicated in writing to Customer by e-mail or sent to another address incl. Customer's official business address at least one (1) months before the change takes place.
- (5) Provider may perform periodical Service outages, which must be reported to Customer at least five (5) business days ahead.
- (6) Unless otherwise specified in the Contract, Provider shall deliver the Service non-stop except for relevant hardware/software maintenance windows Extraordinary maintenance windows must be reported by Customer in an appropriate form in advance.
- (7) Provider shall not be liable for the manner of using the Service by Customer. This specifically includes the content and legal compliance of all Customer data or software placed in the Service environment.
- (8) Provider shall not compensate (be liable) for damages caused to Customer in the form of lost profit or any indirect loss including damaging Customer data due to defective Service or no Service or another breach of Provider duties under the Contract, the Terms and conditions and the Specific conditions. Provider shall compensate (be liable) for damages caused to Customer in the form actual damage caused to Customer due to defective Service or no Service or another breach of Provider duties under the Contract, the Terms and conditions and the Specific conditions. Maximum total damages due to be paid by Provider for one (1) year of the duration of the Contract amount to a yearly price (excl. VAT) of all Services delivered to Customer. The provisions of § 2898 of Act 89/2012 Coll., Civil Code shall not be affected.
- (9) Provider and third parties involved in the provision of products forming an integral part of the Service disclaim their responsibility or guarantee for any damage or loss, direct, indirect or consequential caused in connection with the Services.
- (10) Provider may suspend the Service in the case of suspicion of Customer using the Services for spreading illegal or harmful content or violating the laws and regulations of the Czech Republic. Recurring breach of this provision may be deemed as substantial breach of Contract. Provider may disconnect the affected Service in the case Customer fails to offer adequate cooperation in removing any service gaps or defects.
- (11) Provider shall not be liable for software licenses brought by Customer separately. Provider responsibility for software licensing applies to software and products agreed in the Contract.
- (12) Any cyber security incident detected by Provider under Act 181/2014 Coll. on Cyber Security will be reported to the National Office for Cyber Security without being classified as breach of information confidentiality by either Provider or Customer.

Article 7. Claims, complaints and disputes

- (1) Customer has the right to report any Service faults and defects by phone to Provider's technical support unit specified in the Contract.
- (2) Provider shall endeavour to repair any fault or defect as soon as possible.
- (3) Customer may lodge a complaint about any incorrect invoice within two (2) months from the receipt of the invoice and/or from the day on which the incident occurred. Otherwise this right shall be forfeited. Lodging a complaint does not affect Customer's duty to pay all other payments (incl. under dispute) valid during the continuation of the Service.
- (4) All claims and complaints shall be handled under the General complaining rules issued by Provider. The General complaining rules are available at www.o2.cz. Provider shall handle all cases without undue delay within thirty (30) days from receiving a complaint.

Article 8. Disclaimer and limited warranty

In the case of increased security demands for the confidentiality and protection of Customer equipment or data processed or transferred by Customer beyond standard Service level or Provider's technical capabilities, Customer must adopt measures to ensure adequate protection (e.g. install encryption and de-encryption devices etc.).

Article 9. Acts of God

For the purposes of the Terms and conditions „Acts of God“ means extraordinary circumstances or a sudden event or action that could not reasonably have been foreseen or prevented such as flood, earthquake, epidemic, transport embargo or strike in an industry. The affected Party must immediately inform the opposite Party on the size and estimated duration of obstacles to fulfil its contractual obligations. The Parties shall endeavour to remove or minimise the consequences caused by Acts of God.

Article 10. Confidential information, collection, track-keeping and application

- (1) Provider and Customer shall regard all information about the opposite Party learned in connection with the signature of the Contract or during the performance of the Contract as confidential information. The Parties agreed not to disclose this type of information to a third party without the prior written consent from the opposite Party. The non-disclosure duty is effective during the Contract period plus for three (3) years after the ending of the Contract. The non-disclosure duty shall not apply to:
 - (2) announcement of signing the Contract between the Parties;
 - (3) terms and conditions for the provision of the Service;
 - (4) information that becomes part of public domain otherwise than as a consequence of breaching the Contract
 - (5) submission of ID and operating (traffic) documents classified as trade secret to bodies involved in criminal investigation or court to be used in a litigation between Customer and Provider;
 - (6) information required by courts, administrative authorities, bodies involved in criminal investigation or auditors to be used for law-defined purposes.
- (7) Provider may present Customer on a reference list as one of its reference customers
- (8) Provider and Customer shall use any information about the opposite Party associated with the Contract or learned in connection with the performance of the Contract in compliance with all applicable laws and regulations (especially Act 101/2000 Coll. on the protection of personal data and changes to some acts as amended, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural entities with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC General Data Protection Regulation (hereinafter referred to as „GDPR“)), the Terms and conditions or an agreement between the Parties. This obligation shall survive the expiry of the Contract.
- (9) Customer agrees that Provider may deliver the Service separately or in collaboration with its partner. Provider shall then ensure that the level of security and protection of the information, data and personal data will be at least at the same level as is the minimum defined in the Terms and conditions and the Contract.
- (10) If there is a need to change some data presented by Customer to Provider, it is the duty of Customer to report each such change to Provider without undue delay.
- (11) Customer shall compensate Provider in case if causing loss or damage to Provider due to violating any universal rules or regulations on personal data protection.

Article 11. Processing of personal data

- (1) In the case Customer fails to specify in the Contract that some of the data to be processed include personal data (hereinafter referred to as „**Personal data**“) the processing of the Personal data (within the Service) shall be prohibited.
- (2) If Customer specifies in the Contract that some of the data to be processed within the Service include personal data the following provision shall be applied between the Parties (Customer and Provider in the role of processor and additional processor):
- (3) Personal data will be processed by using computer technology. From time to time, some parts of the process may be carried out manually.
- (4) When processing Personal data, Provider shall follow Customer's instructions. In order to avoid doubts regarding compliance in the processing of personal data, the term “Customer's instructions” means instructions issued by Customer and people authorised by Customer.
- (5) When processing Personal data, Provider shall follow Customer's instructions regarding the delivery of Personal data to a third country or to international organisations unless allowed by the EU legislation or a law of a relevant member country. Prior to the processing of Personal data, Provider shall inform Customer of this legal requirement unless prohibited for any important reason of public interest.
- (6) Provider shall make sure that all authorised personnel engaged in the processing of Personal data have accepted the obligation not to disclose Personal data or signed a non-disclosure agreement stipulated by law.
- (7) Upon the request of Customer, Provider shall offer cooperation to honour its duty to respond to all requests raised by a data subject to access its data under Articles 15 to 22 GDPR in a scope enabled by the conditions of a specific Service and the technical and organisational conditions. Cooperation in the context of this section is charged as a one-off service based on the current price list applicable as of the day of service delivery and available upon request, reflecting the time and applied tools. Service invoices shall be paid in arrears for the previous month in which the Service is rendered.
- (8) Upon the request of Customer, Provider shall offer cooperation to honour its duty to respond to all requests raised by a data subject to access its data under Articles 32 and 36 GDPR, taking into account the nature of the process and the information received by Provider from Customer. Cooperation in the context of this section is charged as a one-off service based on the current price list applicable as of the day of service delivery and available upon request, reflecting the time and applied tools. Service invoices shall be paid in arrears for the previous month in which the Service is rendered.
- (9) Upon the request of Provider, Customer shall present evidence of the fulfilment of duties set in Article 28 GDPR. The provision of such evidence is charged as a one-off service based on the current price list applicable as of the day of service delivery and available upon request.
- (10) Upon the request of Customer (no more than once in a calendar year) Provider shall enable Customer to conduct an audit to verify Provider compliance in the processing of Personal data under Article 28 GDPR including inspections carried out by Customer or another auditor appointed by Customer including offering necessary cooperation. Costs spent by Provider on the audit requested by Customer shall be borne by Customer. The audit or inspection must not compromise the safety of data processed by Provider or infringe any third-party rights. Provider may set as a condition for conducting the audit the signing of a special non-disclosure agreement.
- (11) Provider has adopted and maintains appropriate technical and organisational measures to avoid unauthorised or accidental access to Customer's Personal data, change, loss or destruction as well as unauthorised transfer, illegal processing or some other forms of misuse of Personal data with respect to the Service.
- (12) Provider has adopted and maintains efficient measures to ensure the appropriate level of safety of Personal data with respect to the nature of the Service. Customer declares that the protection of Personal data within the Service is sufficient, given the adopted measures reflecting the condition of the equipment, implementation costs, nature, scope, context and purpose for the processing of data and other likely and serious risks to civil rights and liberties of natural entities. During the Contract's effective period, Customer may arrange with Provider additional security

elements to boost the protection of Personal data beyond the scope provided within a standard Service. All Services supplied upon Customer request beyond a standard Service level follow the Provider's current price list available upon request.

- (13) All security gaps in the processing of Personal data identified by Provider shall be reported without undue delay to Customer by e-mail specified in the Contract.
- (14) The duty not to disclose any confidential information contained in the Contract, which applies to Provider, Provider employees, authorised third parties, shall survive the expiry or termination of the Contract regardless of the length of employment.
- (15) Upon the end of the Contract, Customer may ask Provider for the returning of its Personal data and/or make a copy of its Personal data within fourteen (14) calendar days from the end of the Contract. Without asked by Customer, Provider shall delete all Personal data (except when the storing of data is required by the EU legislation or a law of an EU member country). Due to Provider's incapability to separate Personal data, Provider shall meet its duty by returning the data or making the data available.
- (16) Customer hereby agrees that additional data processors specified at Provider website may join the contract.
- (17) In the case of accepting additional data processors or replacing some of the current ones with new ones Provider shall inform Customer about all such planned changes and enable Customer to raise objections. The planned changes/replacements will be published at the website at least one (1) month before the planned activity takes place.
- (18) Provider shall process Personal data of people authorised by Customer to enter the data centre until the expiry of limitation period for all claims based on customer rights arising from the Contract. Customer declares to have the right to enable Provider to process Personal data under this paragraph.
- (19) Customer agrees that Services may be delivered by Provider itself or in collaboration with Provider contractor (partner). Provider shall ensure adequate standards of protection and safety of information, data and personal data in accordance with the Contract.

Article 12. Protection of rights to intangible assets

- (1) The Parties agree not to use trademarks and other protected symbols and designations of the opposite Party unless explicitly agreed otherwise. This duty does not affect Provider's right to use Customer symbols for reference purposes.
- (2) Customer may use Services including intangible assets related to Services solely for purposes set forth in the Contract. This right is not transferable to a third party without the prior written consent from Provider.
- (3) During the performance of the Contract, Customer shall protect all Provider rights to intangible assets including rights of other entities arranged by Provider for Customer to be used in connection with the Contract. Breach of this article is deemed as substantial breach of the Contract.

Article 13. Miscellaneous and final arrangements

- (1) All communication associated with the Contract and the performance of the subject of the Contract that may affect the manner and scope of the performance of the Contract must be in writing or electronic form using adequate Provider portals integrated in the Provider's systems. All communication using e-mail must be subsequently confirmed by registered letter unless otherwise specified in the Terms and conditions. Unilateral actions taken by either Party not in writing shall be regarded as null and void.
- (2) In the case of multiple unsuccessful attempts to deliver a consignment (in the form of registered letter) the consignment shall be regarded delivered on the third day after its first documented dispatch. All consignments shall be sent to an address specified in the Contract, otherwise to Customer's official (registered) address.

- (3) All legal relations during the provision of the Service shall be governed by the Contract incl. appendices, the Terms and conditions, the Specific conditions and the General Complaining rules of Provider. In the case of dispute or conflict the following order of priorities will be applied (top down):
 - (4) the Contract;
 - (5) the Specific conditions of a particular Service;
 - (6) the Terms and conditions;
 - (7) the General complaining rules.
- (8) The Terms and conditions and the Specific conditions constitute an integral part of the Contract
- (9) Provider and Customer explicitly agree that the contractual relationship established for the provision of the Service is governed by Act 89/2012 Coll., Civil Code, as amended.
- (10) Provider may change, add and cancel individual documents forming the Terms and conditions and the Specific conditions in the case of changing its technical, operational, commercial or organisational conditions, in response to latest market changes as well as due to changes in legislation. Provider shall report each such a change in writing to Customer at least one (1) month before coming into effect. All updated draft document/s shall be sent by e-mail or to another address of Customer, otherwise to Customer's official (registered) address and published within the same timeframe at www.o2.cz. Customer may reject the aforementioned changes before coming into effect and, in writing withdraw from the Contract. This does not apply to mandatory changes required because of new laws or amendments. The notice period under the previous sentence takes one (1) month starting from the next day after the delivery of notice to Provider.

O2 Czech Republic a.s.