



INDICATIVE TRANSLATION OF THE *SPECIFIC CONDITIONS FOR THE PROVISION OF O2 SECURITY SERVICES*  
ONLY THE CZECH ORIGINAL VERSION OF THE *SPECIFIC CONDITIONS FOR THE PROVISION OF O2 SECURITY SERVICES* SHALL BE LEGALLY BINDING.

## SPECIFIC CONDITIONS FOR THE PROVISION OF O2 SECURITY SERVICES

Effective as of: 25 May 2018

### Článek 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

#### Specific conditions for the provision of O2 Security services.

- (2) Specific conditions for the provision of Security services (hereinafter referred to as „**Specific conditions**“), constituting an integral part of the Commercial terms and conditions for the provision of ICT services issued by O2 Czech Republic a.s., describe in more detail the terms and conditions of the following ICT services
- (a) provided under the trademark (brand name): O2 AntiDDoS, O2 Antispam, O2 Mobile Device Management and O2 Next Generation Firewall;
  - (b) replacing or amending ICT services specified in point (i) (Successor services)
  - (c) set out in the Contract.
- (3) The goal of the Specific conditions is to define further contractual conditions reflecting a specific nature, parameters and procedures connected to the provision and using of O2 Security services. O2 AntiDDoS offers protection against distributed network attacks (Distributed Denial of Service DDoS). Depending on the option and setting of the Service, this feature provides on demand, permanent and combined protection online. O2 AntiSpam offers security elements for antivirus and anti-spam control of e-mail communication. O2 Mobile Device Management enables management of a large number of mobile devices especially phones and tablets. O2 Next Generation Firewall offers comprehensive protection against all unwanted contents over the internet.

### Článek 2. Interpretation of terms

- (1) **Service:** For the purposes of the Specific conditions, the term “Service” shall mean an ICT service ruled by the Specific conditions Article 1 paragraph 2.
- (2) **Successor service:** Service to replace the original Service without affecting Service functionality under specifications set in the Contract.
- (3) **Information technology:** any technology used for the creation, change, transfer or storage of digital information.
- (4) **Shared tool:** a technical tool such as Hardware or Software used, during the operation period, by more than one entity.
- (5) **Hardware:** a set of physical devices directly used for the provision of Services.
- (6) **Data:** digital information processed by Service tools/infrastructure.
- (7) **Software:** program code, an integral part of the Service or critical for the provision of the Service.



- (8) **Quick changes:** a Service feature enabling Customer, through an Authorised person, perform Service changes during the continuance of the Contract.
- (9) **User:** a specific person authorised to use the Services or allowed to access the Service tools.

### Článek 3. Service characteristics

- (1) The subject of O2 AntiDDoS is to protect network connectivity from attacks aimed at disrupting flow of data in the network. The protection is achieved by analysing the data traffic with the goal to identify unauthorised traffic (spam) based on pre-set criteria and (if required) re-routing data streams to mitigation platforms.
- (2) The subject of O2 Antispam is to protect e-mail domains from spam or malware by scanning e-mail before sent to Customer's server.
- (3) The subject of O2 Mobile Device Management is to provide a software tool to manage and administer the life cycle, to monitor and control mobile devices, to manage content in mobile devices and, to secure Customer's mobile devices.
- (4) The subject of O2 Next Generation Firewall is to ensure safe access to the internet through the monitoring of Customer's data communication before the harmful or suspicious content infects Customer's internal network.
- (5) Detailed operating and technical conditions of the Service are available upon Customer's request at all data centres across the Czech Republic.
- (6) The services are fully or partly delivered through Shared tools located in data centres in the Czech Republic.
- (7) Despite using identical Hardware or Software, Shared tools are organised in order to enable separate processing of data of individual Customers.
- (8) Unless otherwise specified in the Contract, Provider and people authorised by Provider remain the sole administrator of all infrastructure systems with full access to the Service.
- (9) The using of Software is ruled by licence conditions of a license provider (author and/or holder of proprietary rights) to Software, or the Contract.
- (10) Provider may enable Customer to use the Service for a limited period of time in the form of Try&Buy for free. During the Try&Buy period some features of or support to the Service may be reduced. Try&Buy enables customers to use the service explicitly for testing, not for business (commercial) purposes. During the Try&Buy period it is forbidden for Customer to process the Service data. In the case of breaching the obligations the Try&Buy period will be stopped and Provider may charge the full price for the Service (including retroactively).
- (11) Unless otherwise specified in the Contract, all licences apply to the time of providing the Service on a monthly basis. The Software must be used for using the Services only.
- (12) The provision of the Service starts (i) on the day of informing Customer of the installation of the Service or (ii) on the first day of using the Service by Customer; the first shall prevail
- (13) During the continuance of the Contract, all Service technologies and activities are maintained in order to enable continuous and unlimited running of the Service according to the agreed level (hereinafter referred to as „SLA“).
- (14) During the provision of O2 Next Generation Firewall and O2 Antispam, all relevant technologies are delivered at the HA (high availability) level to ensure the required Service availability and Customer data integrity.



## Článek 4. Contract signature and termination

- (1) The Service is delivered to Customer based on a written Contract signed by Provider and Customer. The Contract requires a pre-defined Contract form.
- (2) The Contract may have two forms: a (I) fixed-term contract or, an (II) open contract. The time period for which the Contract is signed is specified in the Contract. Unless stipulated otherwise by either Party at least one month before the expiry of the Contract, a fixed-term Contract shall be automatically converted into an open-Contract.
- (3) The notice period for open Contracts is two (2) months. The contract shall end after the expiry of the notice period or by a mutual agreement between the Parties.
- (4) Fixed-term contracts can be terminated after a mutual agreement between the Parties. Customer shall compensate Provider in a form of one-off payment equal to the number of monthly fees from the early termination till the originally agreed end date of the Contract.
- (5) Either Party may terminate the Contract if the opposite Party substantially breaches the Contract. The term “substantial breach” means in particular Customer’s refusal to install the Service, repeated Customer’s failure to fulfil obligations arising from the Contract despite notices in writing sent by the opposite Party warning of a unilateral termination of the Contract. The termination comes into effect as of the delivery of termination notice to the opposite Party.
- (6) The termination of the Contract by Provider shall not absolve Customer from paying all invoices for the delivered Services or from the liability for any potential damage caused to Provider’s technical equipment.
- (7) Unless the Customer pays the price of the delivered Service within the due date displayed on the invoice (the due date being at least 14 days from the end of billing period) Provider shall send a reminder to Customer setting a new due date not shorter than one (1) week from the delivery of the reminder. After the expiry of the new due date Provider may unilaterally terminate the Contract without further explanations by sending a written announcement to Customer.

## Článek 5. Prices and payment conditions

- (1) Customer shall pay all Service fees and charges (hereinafter referred to as „**Price**”) for each month of using the Service as set out in the Contract. Services delivered for a shorter period than a month shall be priced pro-rata depending on a particular month of using the Service.
- (2) All Quick changes made to the Services shall be priced for each whole month of using the Service based on the Contract and in an amount set forth in the Contract after applying Quick changes. The scope of the availability of Quick changes is specified in the Contract.
- (3) Software and licences are invoiced separately for each month of provision, regardless of the time of being in use.
- (4) If during the Service period it is detected that the number of Software licences used by Customer or the invoiced amount exceeds what was agreed in the Contract it is assumed that (based on the information from Customer) the scope of the licences corresponds with what is actually in use. Customer shall pay for such licences the price set in the Contract on the nearest due date after detected (however, not later than on the last invoice’s due date at the end of providing the Service).
- (5) The failure to report the installation and use of extra Software beyond the Contract shall not impact the effectiveness of the SW licence and the duty on part of Customer to pay the licence fee. The duty of Customer to follow the Software use conditions under the Contract, the Commercial terms and conditions for the provision of ICT services, the Specific conditions and/or licence conditions of the Software licence provider (author and/or holder of proprietary right) shall not be affected.
- (6) Services provided in connection with the installation of the Service charged in the form of a one-off fee shall be applied separately to the Try&Buy regime and a standard Service regime depending on the respective Service platform.



- (7) Extra services (i.e. beyond the scope agreed in the Contract) ordered by Customer shall be charged following Provider's current price list in the form of one-off payment in arrears for a month in which the service is delivered reflecting the time and tools (capacities) used.

## **Článek 6. Liabilities and damages**

- (1) Provider shall be liable for any damage caused to Customer by breaching its contractual duties unless proving that the breach was caused by extraordinary circumstances (Acts of God).
- (2) Provider shall be liable for damage caused in connection with the provision of the Service or by breaching universal laws and regulations. The Parties agreed that the maximum for damages to be paid in a given month shall equal the monthly charges of the Service. Provider shall not be liable for any damage caused by Acts of God or by Customer's breaching of rules.
- (3) Provider shall not be liable for any faults or dysfunctional Service caused by technological defects, especially for faults caused by errors in electronic communications services, essential for the provision of the Services.
- (4) Customer shall compensate Provider for any damage caused by Customer's breach of legal duties.

## **Článek 7. Rights and duties of Customer**

- (1) Customer shall use the Service in accordance with all user guides and instructions received from Provider.
- (2) Customer may stipulate in the Contract a group of authorised personnel allowed to access the Service depending on its level in order to report and execute quick changes to the Contract.
- (3) Customer shall appoint and report to Provider a technically competent person authorised by Customer to be responsible for the Service.
- (4) In order to handle the Service it is forbidden for the Customer to use any other technical tools except those enabled by Provider.
- (5) Customer is liable for using the Service in compliance with the current legislature. In particular, Customer must get a free, informed and documented approval from its employees and other people, users of Customer mobile devices, with the monitoring of a mobile device used within O2 Mobile Device Management (MDM). Provider is not liable for the breach of this duty by Customer and any consequential loss or damage due to breaching this duty.
- (6) It is forbidden for Customer to provide Software sub-licences to third parties and enable other people except Customer to use Software without Provider's prior written consent.
- (7) In the case of a commercial pilot of the Service known as Try&Buy Customer must inform Provider of ending the T&B regime and start the standard Service regime.
- (8) Before using the Service, Customer shall thoroughly read the Software licence conditions and abide by the conditions.
- (9) During the audit of Software used by Customer for the Service, Customer shall at its cost offer prompt cooperation and support to Provider and third parties.
- (10) Customer shall at its cost offer all cooperation needed for the provision of the Service.
- (11) Unless otherwise specified in the Contract, Provider's technical support is the only unit to provide technical support to Software. In case of any technical issue, Customer shall contact Provider's technical support.
- (12) In the case of terminating the Service Customer must take all necessary steps to prevent further usage of all Software made available in connection with the provision of the Service.



## Článek 8. Rights and duties of Provider

- (1) Provider is not liable for the reduced Service functionality especially
  - (a) in the case of the Service is not kept by Customer in the condition required by the Contract, the user guides and Provider instructions;
  - (b) during a period of insufficient cooperation from the Customer's side during the installation and modification of the Service or in the protection or repairing of Service faults.
  - (c) Provider reserves the right to take any reasonable steps during the Service period needed to ensure confidentiality, availability and integrity of all data processed within the Service.
- (2) During the continuance of the Contract, Customer may request, in reasonable cases, adequate cooperation from Provider in order to conduct an audit. All costs of the audit shall be borne by Customer.
- (3) During the Service period, Provider ensures support at the level of infrastructure.
- (4) Provider may refuse any request for change to the Service using the Quick change method or another maintenance activity requested by Customer in connection with the provided Services unless the scope or type of this Customer request is explicitly anticipated in the Contract. Provider may also refuse such a change retroactively (i.e. to restore the Service to a state prior to the implementation of the respective Quick change).
- (5) If Customer fails to offer the much-needed cooperation for longer than thirty (30) days in aggregate, Provider may regard the change to the Service requested by Customer as completed or a detected Fault as repaired.
- (6) Provider may claim compensation for costs purposefully spent on the handover of data, data traffic and information necessary to preserve integrity of Data.
- (7) Provider reserves the right to make ad-hoc backups of the system or Customer environment unless explicitly refused by Customer in the Contract.
- (8) Provider shall treat all Data strictly confidential and disclose information about the Data solely to Customer.
- (9) In the case of the termination of the Contract, Provider will enable Customer upon Customer request to access all Data for a period of fourteen (14) days from the termination date. Unless otherwise agreed between the Parties within the aforesaid 14-day period, Provider shall remove all Data (including related data and data copies) needed to maintain the confidentiality, availability and integrity of the Service within a period of 30 (thirty) days from the termination of the Contract.
- (10) In the case of the termination of the Contract as well as at any point during the Contract period (once a year at the most), Provider shall hand over all Data stored by Customer on Provider tools to Customer. The manner of handing over the Data shall be decided by Provider depending on the nature and extent of the Data. The costs of the transaction shall be borne by Customer.
- (11) Provider may deliver the Service in collaboration or through its sub-contractor.

## Článek 9. Service Level Agreement

- (1) The calculation of service availability applies to one calendar month converted into hours. Service availability does not include planned Service outages reported beforehand.
- (2) The formula to calculate service availability is as follows:



$$A = (AST - MW - DT) / (AST - MW) \times 100$$

whereas:

Parameter	Description
A	Availability (hereinafter referred to as „Availability“)
AST	(Approved Service Time) Total approved time for a given period (month)
MW	(Maintenance Window) Total approved duration of maintenance outages for a given period (month)
DT	(Downtime) Total time in which Customer cannot use the Service due to a fault caused by Provider (month)

- (3) In order to maintain the systems and technical tools used for the provision of the Service Provider may reserve each first Saturday in the month from 00:30 to 04:30 CET („Maintenance Window“) for activities needed for keeping the systems up to date and running („Service outage“). If technically possible Provider will inform Customer's technical contact person dedicated to the Service on each Service outage not later than 6 (six) days before the outage takes place. No suspension or reduction of the Service due to Service outage shall be classified as Downtime. In the case of extraordinary circumstances, likely to jeopardise the fulfilment of Provider commitments Provider may perform Service outage anytime including outside the Maintenance window.
- (4) In the case Provider fails to meet the agreed Service availability level Customer may claim reduction of monthly price for the affected Service („**Price reduction**“). The size of Price reduction shall be determined with respect to the size of a particular failure (underperformance). Price reduction shall be the only method of compensation. Methods such as compensation of damage, especially for actual damage or lost profit are not acceptable. Provisions of § 2898 Act 89/2012 Coll., Civil Code shall remain unaffected.
- (5) Customers must lodge their claims in writing within fifteen (15) days from the last day of the month to which the Price reduction applies. After the expiry of this period, the entitlement to Price reduction shall extinct.
- (6) Unless otherwise specified in the Contract, the following SLA conditions shall apply.

Availability	Price reduction
99.9% – >99.5%	10%
99.5% - >99.0%	20%
99.0% - >98.0%	30%
98.0% - > 97%	50%
97.0% - > 95%	75%
Below 95%	100%

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